

APPROVED:  
the Council of Public Institution  
National Center for Sustainable Energy,  
Minutes No 6 of 26 July 2024  
as amended

# **OPERATIONAL MANUAL**

**ENERGY EFFICIENCY FUND IN THE RESIDENTIAL SECTOR**

**FINANCING PRODUCT**

**ENERGY EFFICIENCY OF LOCATIVE BLOCKS**

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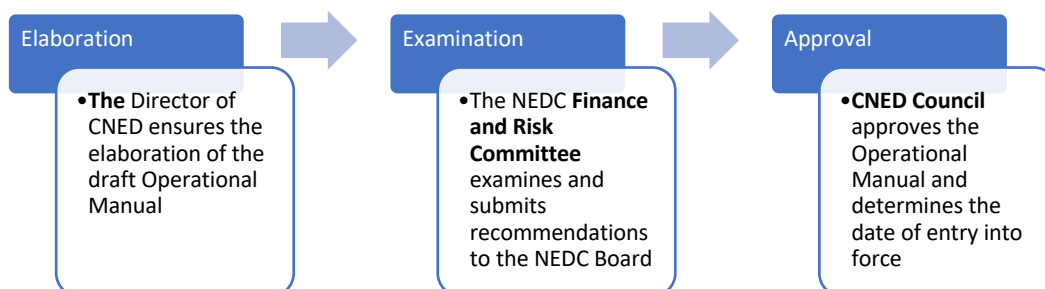
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# I. GENERAL PROVISIONS

## 1.1. Regulatory framework

1. Policy measures in the field of energy efficiency are regulated by Law No 139/2018 on energy efficiency (hereinafter – Law No 139/2018).
2. The National Centre for Sustainable Energy (CNED) is the public institution established by Government Decision No 1060/2023 on the organisation and functioning of the Public Institution National Centre for Sustainable Energy (hereinafter – GD No 1060/2023), pursuant to Law No 139/2018, which has the mission of coordinating and organising activities aimed at ensuring the implementation of state policy in the assigned areas of activity, including by attracting and managing financial resources to finance and promote projects and programmes in those areas in an environmentally sustainable way, climate change and contributing to increasing the degree of energy security of the country.
3. In order to ensure the implementation of public policies in the field of energy efficiency and the use of renewable energy sources, Government Decision No 251/2024 approved the financing programme ‘Fund for energy efficiency in the residential sector of the Republic of Moldova’ (hereinafter referred to as the FEERM programme). The FEERM programme aims to create financial instruments in the form of grants and allowances, as financial incentives to its beneficiaries, as a measure of public policies in the field of energy efficiency, with a view to improving energy efficiency by final consumers in the residential sector.
4. The use of financial resources under the FEERM Programme is organised on the basis of financing products, intended to finance or co-finance energy efficiency projects and the use of renewable energy sources in residential buildings.
5. The financing products establish all the conditions for accessing and granting financial incentives from the financial means of the FEERM Programme and are approved by the Public Institution National Centre for Sustainable Energy, in accordance with the provisions of the Statute, approved by Government Decision No 1060/2023. Therefore, the National Centre for Sustainable Energy prepared and the CNED Council approved on 12 June 2024 the financing product ‘Energy Efficiency of Housing Blocks’.
6. Pursuant to point 83 of Government Decision No 1060/2023, the principles, procedures and rules to be applied when implementing each financing product/funding instrument are described in the operational manual specific to each financial instrument.
7. This Operational Manual aims to regulate the principles, procedures and rules for the implementation of the Financing Product ‘Energy Efficiency of Housing Blocks’.
8. The Operational Manual is a procedural guidance and working tool for the implementation of the Financing Product ‘Energy Efficiency of Housing Blocks’ and is mandatory for the subdivisions of the National Centre for Sustainable Energy.
9. The decision-making process on the Operational Manual is set out in the NCED Statute and includes the



following steps:

10. In the application process, the responsible subdivisions take into account the provisions of the Financing Product “Energy Efficiency of Housing Blocks”, of this Operational Manual, as well as of other normative acts.

## 1.2. Getting started

11. For the purposes of this Operational Manual, the following notions are defined:
- a) *allowance* – financial aid to make energy consumption more efficient, granted in accordance with Article 5(1)(b) of Law No 241/2022 on the Energy Vulnerability Reduction Fund, intended for vulnerable energy consumers to partially cover costs, with the eligible investment on account of the beneficiary’s contribution;
  - b) *archiving* – activity of recording and keeping files in an archive in accordance with the provisions of the normative acts.
  - c) *association of condominium owners (hereinafter – association)* – as defined in Law No 187/2022 on condominium (a legal person governed by private law organised in the legal form of an association for the purpose of administering the condominium, with only condominium owners as members);
  - d) *beneficiary* – association of owners in the condominium, which obtained financial incentives from the financial means related to the Financing Product;
  - e) *financing contract* – contract concluded in writing between the National Centre for Sustainable Energy and the beneficiary of the Financing Product;
  - f) *public procurement contract* – contract concluded in writing between the National Centre for Sustainable Energy and the economic operator providing services (elaboration of energy audits, project documentation, etc.) or performing construction works;
  - g) *Beneficiary contribution* – financial means of the beneficiary obtained from its own capital or from loans, from development partners/donors, local public administration authorities, etc. and used to co-finance the project for the implementation of energy efficiency measures and the exploitation of renewable energy sources, in accordance with the Financing Product;
  - h) *pre-financing assessment* – set of measures carried out to assess the compliance of Applicants and projects for the implementation of energy efficiency measures and the recovery of renewable energy sources with the provisions of the Financing Product, the effectiveness of their implementation, the ability to achieve the result and impact indicators provided for by the Financing Product, to identify any risks that may arise during the implementation of the investment project;
  - i) *vulnerable energy consumer* – as defined in Law 241/2022 on the Energy Vulnerability Reduction Fund;
  - j) *eligible investment* – the sum of all expenditure eligible for financing or co-financing in energy efficiency and renewable energy projects in accordance with the Financing Product;
  - k) *energy efficiency measure* – means used or action taken to improve energy efficiency and achieve energy savings, including investments made in this regard;
  - l) *energy renovation measures of the housing block* – energy efficiency measures and recovery of renewable energy sources, as well as repair or installation works, which are strictly necessary to protect or facilitate the implementation of the measures identified on the basis of the energy audit report and the detailed technical design in the cases provided for by the legislation;
  - m) *post-financing monitoring* – the set of measures carried out in order to monitor the process of implementation of energy efficiency measures by the parties involved, to identify the specific risks of

not achieving the objectives of the Financing Product, to measure the achievement of its result indicators, and to determine the impact of energy efficiency as a whole;

- n) *energy service provider* – a natural or legal person, registered in the Republic of Moldova as an enterprise, providing energy services or implementing energy efficiency measures at the installations or buildings of the final consumer;
- o) *financing product* - Financing product "Energy Efficiency of Housing Blocks";
- p) *investment project* – business intention involving the allocation of financial means for the purchase of goods, the execution of works or the provision of services according to a well-established plan;
- q) *district heating system* – a set of installations for the production, distribution and use of thermal energy in a municipality or in an area of a municipality, linked by a common operating process, intended for the production, distribution and use of thermal energy in the form of steam or hot water;
- r) *applicant* – association of condominium owners requesting financial incentives from the financial means allocated to the Financing Product;
- s) *financial incentives* – non-reimbursable financial support, in the form of a grant and an allocation, granted to beneficiaries from the financial means allocated to the Financing Product, to finance or co-finance energy efficiency and renewable energy projects;
- t) *responsible subdivision* – subdivision within the National Centre for Sustainable Energy, which is responsible for the implementation of certain components and activities in the process of implementing the Financing Product;
- u) *Confirmed revenue* – income actually received, which can be confirmed documentary from official sources held by public authorities, banks, non-bank financial entities and/or credit history offices, including remittances which can be confirmed documentary, as well as income confirmed on the basis of primary documents with special regime laid down in Government Decision No 294/1998 on the execution of Decree No 406-II/1997 of the President of the Republic of Moldova.

For the purposes of this Operational Manual, the term 'days' or 'days' or any reference to days are calendar days, unless otherwise specified.

### 1.3. Acronyms

|       |  |
|-------|--|
| FEERM | - Energy Efficiency Fund in the residential sector of the Republic of Moldova;   |
| CNED  | - Public Institution National Centre for Sustainable Energy;   |
| APC   | - Association of condominium owners;   |
| CFR   | - Finance and Risk Committee;  |
| FRVE  | - Energy Vulnerability Reduction Fund;   |
| PC    | - Common parts: land and parts of the condominium building that are intended for the use of all owners of the condominium, as well as other goods that according to the law or the act of constitution of the condominium, are intended for common use by all owners of the condominium; |
| PTI   | - Individual thermal point;  |
| SOEE  | - Programme on the energy efficiency obligation scheme;  |
| SACET | - Centralized heat supply system;  |
| DRI   | - Duration of return on investment (without taking into account possible increases in energy prices);  |
| NPV   | - Net present value;   |
| SCCI  | - Consultancy, Communication and Information Section;  |
| SPPD  | - Receipt and processing of files section;   |
| SECRP | - Compliance Assessment and Pre-financing Risks Section;   |

- DJA - Legal and Procurement Directorate;  
 SCC - Qualifying and Compliance Section for the Implementation of Public Energy Efficiency Policies  
 and harnessing renewable energy sources;  
 SMCPRP - Compliance and Post-Financing Risks Monitoring Section;  
 SCRF - Accounting, Reporting and Financial Analysis Service;  
 FEESR - Residential Energy Efficiency Fund (Directorate);  
 MO - This Operational Manual;  
 RCT - Head of the Centre on the ground.

## II. FINANCING PRODUCT

12. The financing product "Energy efficiency of housing blocks" is intended for accessing and granting financial incentives from the financial means of the FEERM Programme, for financing energy efficiency measures and the exploitation of renewable energy sources in housing blocks in the Republic of Moldova.
13. The financing product is prepared by the CNED, examined by the Finance and Risk Committee and approved by the CNED Council, in the manner provided by the CNED Statute.
14. If necessary, CNED may contract external experts/consultants/partners to carry out certain activities related to the Funding Product, as well as to assist applicants and beneficiaries in the process of elaboration and implementation of the Funding Product. Their contracting will be done within the limit of the budget of the Financing Product and/or from the account of the financial means offered by the development partners or from the account of the CNED's own financial means.

### 2.1. Principles applied to the implementation of the Funding Product

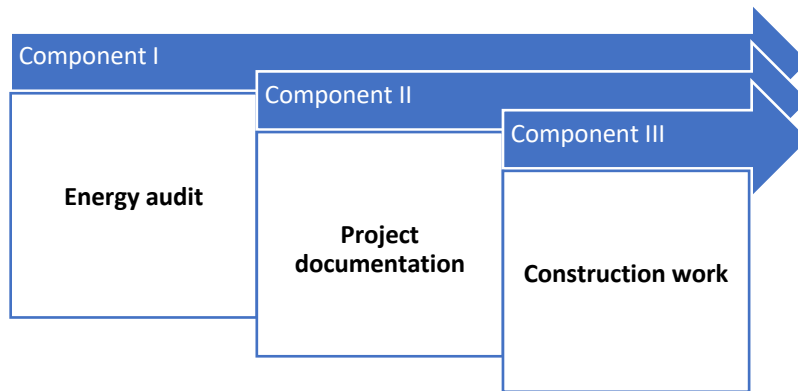
15. The principles applied to the implementation of the Funding Product are correlated with the principles of the FEERM Programme and refer to the following:
- a) *transparency* – the principle of ensuring that complete and relevant information on funding products and its work is made available to applicants and beneficiaries of the Funding Product and other interested parties;
  - b) *efficiency* – the principle that training and management of the Funding Product is ensured in order to achieve its objectives and achieve the best result for the beneficiaries;
  - c) *equity* – principle that equal rights are ensured for each applicant and beneficiary under the Funding Product;
  - d) *predictability* – principle according to which the formation and management of the Funding Product is ensured on the basis of documents and normative acts.

### 2.2. Energy Rehabilitation Measures for the Housing Block

16. Energy efficiency measures and the use of renewable energy sources eligible for financing are set out in the Financing Product and may be applied subject to compliance/achievement of special measures, up to or at the same time as the basic measures.

## 2.3. Components of the Financing Product

17. The financing product consists of 3 distinct and consecutive components, namely:



**Figure 1. Components of the Financing Product**

18. The eligibility criteria applied towards the funding applicants, the terms, conditions and milestones for obtaining the funding, the rules for the implementation of the components are set out in the Financing Product.

## III. INFORMATION, PROMOTION, COMMUNICATION ACTIVITIES

19. The information, promotion and communication actions involve the implementation of a campaign to promote the Financing Product, by disseminating information on the implementation process, raising awareness of the importance and promoting the positive effects of energy efficiency and the use of energy efficiency sources of housing blocks;
20. The subdivisions responsible for the implementation of the Financing Product provide information support to PCAs in order to facilitate their application to the implementation of energy renovation measures for housing blocks;
21. The subdivisions responsible for information, promotion and communication activities will provide assistance and will collaborate with partner business support organizations in order to achieve the mentioned purpose;
22. Information, promotion and communication activities will be carried out using promotional materials and practical tools, including:
  1. official website of the CNED;
  2. social networks;
  3. online resource base with relevant information;
  4. brochures, leaflets, banners;
  5. success stories;
  6. other visibility material on funding opportunities from the FEERM Programme in the Republic of Moldova.
23. The subdivisions responsible for information, promotion and communication activities, in collaboration with the implementing partners of the Programme, start a wide-ranging promotion campaign that will include:
  - a) information and awareness-raising sessions, thematic events;
  - b) TV and radio broadcasts on national and local stations;

- c) events promoting the financing product;
- d) promotion campaigns on social and professional networks, TV and radio stations, etc..

24. The CNED draws up an Application Guide for the Funding Product and publishes it on the CNED website.

## IV. ACCESS OF UNRAMBURSABLE FINANCIAL SUPPORT - Component I

### 4.1. Submission and processing of files for Component I – energy audit

25. CNED launches, with the approval of the Council and the coordination of CFR, a Call for collecting applications for financing the performance of energy audits, with a predetermined submission deadline, or an Open Continuous Call. The call documentation consists of the application guide and application form templates. The call shall be published on the website of the CNED.
26. Applicants for funding must submit to the CNED a file containing the following documents:
- Letter of Intent, in accordance with the model in [Annex 1](#) to the MO.
  - Completed application form, in accordance with the model in [Annex 2](#) to the MO.
  - Decision of the Board of Directors of the CPA or Decision of the General Assembly of the CPA approving the decision on energy rehabilitation of the housing block.
  - Extract from the State Register of Legal Entities/Legal Units.
  - Decision on the registration of the amendments made in the acts establishing the PCA and in the data entered in the State Register of Legal Entities (status, composition of the members of the governing bodies: administrator, management board).
  - Bank statement on the existence and balance of the CPA Reserve/Savings/Development and Repair Fund, including showing that it has sufficient estimated financial resources in its accounts to cover the estimated cost of the Energy Audit Report.
27. Application files shall be submitted by applicants through the electronic platform developed for this purpose or in electronic format by email, to the CNED secretariat address, or to the CNED headquarters at the address indicated in the application guide.
28. When the application file is sent by email, a message confirming receipt of the file by the CNED is sent. For all received application files, the file registration number is provided.
29. Application files received shall be recorded by SPDECRP specialists in the Register of Application Applications for Component 1, which shall contain at least the following information:
- File registration number;
  - Name and contact details of the applicant;
  - Address of the housing block(s);
  - Name, first name APC administrator;
30. SPDECRP specialists provide informational and advisory support to all applicants and stakeholders interested in the application process to the financing product.

### 4.2. Conformity review and evaluation of requests to participate for Component I: Energy audit

#### 4.2.1. Phased distribution of requests to participate for Component I: Energy audit

31. The distribution of requests to participate is made on the basis of an order issued by the Director of IP CNED, on a proposal from the Deputy Director of CNED, on a first-come-first-served basis, or if otherwise described in the Appeal.

32. If, in a short period of time, there is a high volume of requests to participate, IP CNED applies the mechanism of gradual distribution of files for evaluation, in order to ensure an efficient, fair and quality evaluation process.
33. The examination period shall be calculated individually for each request to participate, starting from the date of its distribution for evaluation.

#### 4.2.2. Compliance review for Component I: Energy audit

34. Under Component I, requests to participate are initially examined for compliance and only those declared compliant are admitted to the assessment phase.
35. The examination of requests to participate submitted under component I shall be carried out in the order in which they are received on a first-come-first-served basis, or if otherwise described in the Appeal.
36. The examination process shall aim at verifying the compliance of the request to participate with the specific requirements for Component I.
37. The examination of the request to participate is carried out by SPPD specialists, within up to 10 working days from the date of distribution of the request to participate, depending on the large flow of submitted requests to participate, this deadline can be extended by the director by another 20 working days. The distribution of these requests to participate is made according to the provisions of an order issued by the Director of CNED, at the proposal of the Deputy Director of CNED.
38. If the request to participate is incomplete, SPPD specialists, through the head of the SPPD, may request to fill it in with the missing information. The request is made officially, either by e-mail or postal address depending on the method of submission of the file, indicating a deadline of 10 days for submitting the missing information. The assessment deadline for SPPD specialists is suspended until the applicants submit the missing information or until the deadline for submitting it expires.
39. If the request to participate submitted for Component I is incomplete and the applications do not respond to requests for completion or clarification submitted by the CNED IP within the set deadline, the request to participate shall be considered as non-compliant and shall be rejected, without being submitted for evaluation in the light of the eligibility criteria.
40. The results of the evaluation of the submitted dossiers, with the conclusions of compliance, are included by SPPD specialists in the Compliance Report (Component I), according to the model in [Annex 3a](#) to the Manual
41. The compliance reports for Component I – Energy audit shall include the following:
  - Filling in the General information compartment with data about the applicant (the tenants' association) of the housing block;
  - Checking the documents attached in the List of documents section;
  - Qualification of the presentation of the information.
42. Draw conclusions on the compliance of the application and issue a recommendation on compliance or non-compliance.
43. In order for the request to participate to be considered compliant and the dossier to be admitted for evaluation under Component I, the Compliance Report must meet the following conditions:
  - Check the presence of all documents indicated in the List of documents section;
  - In the evaluation grid section all requirements must be confirmed positively.
44. After completion, the compliance report (Component I – Energy Audit) is signed by the SPPD specialist who drew it up and sent it to the head of the SPPD, who verifies and endorses the Report within up to 2

working days, and then sends it to the Deputy Director of the CNED for endorsement, who endorses the Report for 1 working day.

45. Each week, the head of the SPPD draws up two generalised lists of compliance reports (Component I – Energy Audit), submits them for endorsement to the Deputy Director of IP CNED and forwards them to the Director of IP CNED, together with the requests to participate analysed, for the purpose of examining and adopting decisions on administrative compliance.
46. Depending on the volume of requests to participate submitted and evaluated, generalised lists may be drawn up and submitted more frequently, including before the weekly deadline, upon the decision of the Director of IP CNED.
47. Two separate lists shall be drawn up:
  - List 1 – compliant requests to participate;
  - List 2 – non-compliant requests to participate.

The generalised lists shall include the following information:

- File registration number;
  - Name and contact details of the applicant;
  - Address of the housing block(s);
  - Name, first name APC administrator.
  - Recommendation: Admission to the assessment or rejection stage, with an indication of the reason in case of rejection.
48. In the case of requests to participate for which the recommendation for rejection is made, IP CNED informs applicants of the outcome of the examination for Component I. Notifications are prepared by SPPD specialists, endorsed by the head of SPPD and signed by the director of IP CNED. Once signed, they are sent electronically to applicants by email.
  49. After confirmation of the generalised lists, the SPPD, in the case of requests to participate with a recommendation for admission to the evaluation stage, shall send the corresponding list to the Head of SECRP in order to initiate the evaluation process.

#### 4.3. Evaluation of files for Component I – Energy audit

50. The evaluation of the participation files under component I shall be carried out in the order in which they are received, together with the Compliance Report from the SPPD, on the basis of the ‘first come-first served’ principle, as the case may be, in accordance with the terms of the Call launched.
51. The evaluation of the files is made in terms of determining the compliance of the file, the eligibility of the applicant who applied and the calculation of the score accumulated by him (if applicable, according to the conditions of the Call launched), in accordance with the evaluation criteria for Component I, specified in the financing product.
52. The evaluation of the files will be carried out by the SECRP specialists, within 10 days from the date of their distribution for evaluation. The distribution of these files to specialists will be carried out by an order issued by the Director of CNED.
53. In case of submission of a file requiring clarifications, SECRP specialists may request the completion of the missing information by the applicants, officially, either on the e-mail or postal address depending on the way of submission of the file, with the indication of a deadline of 10 days for the submission of the missing information. The evaluation deadline for SECRP specialists is suspended until the applicants submit the missing information or until the deadline for submitting it expires.

54. In case of failure to submit the requested missing information within the deadline, the evaluation of the file will be continued based on the available information.
55. The results of the evaluation of the submitted files, with the recommendation to be financed or rejected, are included by SPPD specialists in the Evaluation Report (Component I), according to the template in [Annex 3](#) to the MO. The report shall be signed by the specialist who drew it up, after which it shall be sent to the leaders for endorsement. The report shall be verified and endorsed by the head of the SPPD within 2 days.
56. At the same time as completing the File Evaluation Report, SPPD specialists complete the General File Evaluation Database for Component I, which must contain at least the following information about:
  - File registration number;
  - Name and contact details of the applicant;
  - Address of the housing block;
  - Composition of the set of documents submitted in the file;
  - Compatibility of the applicant with the eligibility criteria;
  - Accumulated score, with details for each evaluation criterion (According to data from the Evaluation Report - Component I).
57. In case there are partners/donors financing the development of the energy audit for certain applicants, the name of the partner/donor concerned will be indicated in the General File Assessment Database for Component I.
58. After finalizing the evaluation of all submitted files and completing the General Database of File Evaluation, the Head of SPPD draws up the General Evaluation List and submits it for approval to the Director of CNED.

#### 4.3. Examination and approval of project proposals by CFR Component I – energy audit

59. Every two weeks, the Head of SECRP draws up a generalised list of evaluation reports (Component I – energy audit) and gives its opinion to the Director of CNED, together with the applications for participation analysed by the applicants for examination in order to be proposed for approval or rejection to the Finance and Risk Committee. Depending on the large flow of requests to participate submitted and evaluated respectively, the elaboration of the general list can be carried out even earlier than two weeks, at the decision of the director of the CNED.
60. The general list includes:
  - File registration number;
  - Name and contact details of the applicant;
  - Address of the housing block;
  - Completeness of the set of documents submitted in the file;
  - Compatibility of the applicant with the eligibility criteria;
  - Accumulated score, with details for each evaluation criterion;
  - Recommendation: approval or rejection with an indication of the reason in case of rejection.
61. Every 2 weeks, the Director of CNED sends to CFR the applications for participation submitted by the applicants together with the Reports on the evaluation of the files (Component I – Energy Audit), for examination and for taking a decision on the approval or rejection.
62. The CFR shall analyse the requests to participate and the evaluation reports within up to 10 days of their receipt and shall take a decision on the approval or rejection of the requests to participate for Component I – Energy Audit. The CFR may also request the re-evaluation of the proposals and their

- resubmission in progress, with an express indication of the recommendations and deadlines to be respected.
63. The decision to approve or reject the funding is recorded in the Verbal Process of the CFR meeting, where for each applicant the decision taken is specified. In case of rejection of funding, indicate the reason for rejection. The CFR Verbal process for approving or rejecting , funding must contain at least information on:
    - a) File registration number;
    - b) Name and contact details of the applicant;
    - c) Address of the housing block;
    - d) Completeness of the set of documents submitted in the file;
    - e) Compatibility of the applicant with the eligibility criteria;
    - f) Accumulated score, with details for each evaluation criterion;
    - g) Acceptance decision or decision and reason for rejection of funding.
  64. The approval of requests to participate shall be carried out in compliance with the budgetary limits related to the Financing Product.
  65. In the case of applicants who benefit from financial support from partners or donors in the development of the energy audit, the Verbal Process of the CFR will specify the name of the partner or donor company, with the mention that the Notification of acceptance of funding, sent to the beneficiaries, will specify the name of the company that will cover the financing of the development of the energy audit.
  66. The approval of the beneficiaries of financing for Component I must respect the order of priority according to the score accumulated in the result of the evaluation of the files submitted by them and be within the limit of the budget allocated for Component I of the financing. The costs of developing energy audits financed by partners or donors will not be included within the limits of the budget allocated to Component I.
  67. After the decision taken by the CFR, the CNED informs the applicants about the outcome of the assessment: approval or rejection of the project proposal for Component I. Notifications are prepared by SECRP specialists, endorsed by the head of SECRP and signed by the director of CNED. Once signed, they are formally forwarded to applicants, either by e-mail or postal address depending on how the file is submitted.
  68. In case of approval of the request to participate for Component I, CNED sends an Approval Notification for Component I: Energy audit, within 5 working days from the decision taken by CFR. The notification shall contain at least the following information:
    - a) File registration number;
    - b) Name and contact details of the applicant;
    - c) Address of the housing block;
    - d) Completeness of the set of documents submitted in the file;
    - e) Compatibility of the applicant with the eligibility criteria;
    - f) The decision to accept funding, with any comments or conditions necessary to be taken into account for the submission of the funding application to Component II – Project documentation.
  69. If the applicants are not accepted under Component I, the CNED shall send them a Rejection Notification for Component I: Energy audit, within 5 working days of the decision taken by the CFR. The notification shall contain the reason for rejection and the conditions under which it may submit a new project proposal under the Funding Product.

#### 4.4. Contracting of energy audit services

16. Within 5 days after signing the Financing Contract for Energy Audit, FEESR specialists shall draw up the technical specifications necessary for contracting the services for the development of energy audits of housing blocks, taking into account the characteristics and typology of buildings. The technical specifications are sent to the DJA to initiate and organise the procurement procedure for contracting energy audit development services.
17. Minimum requirements for the company providing services for the development of energy audits:
  - It must be a legal person that employs one or more energy auditors registered in the Electronic Register of Energy Auditors;
  - Must have at least 1 year of experience in energy/construction consultancy;
18. Within 10 days of receiving the Technical Specifications, the DJA undertakes the activities for initiating the public procurement for contracting the services for developing the energy audits. The procedure must be carried out in accordance with the provisions of the legislative/regulatory acts in the field of public procurement. The procedure is completed by designating the winner and signing the service contract.
19. After completing the energy audits, the company providing these services sends the Energy Audit Reports to CNED for verification. The energy audit reports shall be submitted by the company in electronic format by email to the CNED secretariat.
20. Within 5 days of receiving the Energy Audit Reports, FEESR Specialists, jointly with the CCS Specialists, examine and verify the Energy Audit Reports, as follows:
  - The CCS specialists check the Energy Audit Reports according to the ex officio verification procedure. After verification, the Rapid Assessment Sheet shall be drawn up in accordance with the model in [Annex 4](#) to the MO;
  - FEESR specialists check the Energy Audit Reports for compliance with the requirements of the financing product. The results of the assessment are included in the Compliance Report of the Energy Audit Report, according to the template in [Annex 5](#) of the MO.
21. Based on the recommendations of the Compliance Report of the Energy Audit Report, the head of FEERM shall communicate, by email, to the company providing energy audit services one of the following decisions:
  - Acceptance of the energy audit report;
  - The need to adjust the audit report in line with the recommendations, indicating a deadline of 10 days to remedy the non-compliances.
22. If the company providing the services does not remedy the non-compliances of the energy audit report within the set deadline, or sends the report without removing all the non-compliances submitted by the CNED, the head of FEESR informs the DJA about the impediment created.
23. Within 2 days from the acceptance of the Energy Audit Report, the FEESR specialists shall draw up a Notification on the results of the energy audit, which shall be signed by the Director of the CNED and sent to the beneficiary of the financing. The letter is accompanied by the Energy Audit Report and details the next steps to be taken by the beneficiary of the funding. The CNED may also invite beneficiaries to a meeting presenting the results of energy audits.

## V. ACCESS OF UNRAMBURSABLE FINANCIAL SUPPORT - Component II

### 5.1. Submission and processing of files for Component II

24. CNED launches Call to collect applications to finance the development of Project Documentation. The call documentation consists of the application guide and application form templates. The call shall be published on the CNED website.
25. Considering the results of the energy audit, the applicants decide the eligible energy rehabilitation measures of the housing block (from those specified in the energy audit report according to the provisions of the financing product), which are requested to be implemented, the amount of the applicants' contribution, separately for the project documentation and for the works of implementing the energy rehabilitation measures, as well as the method of financing/covering the contribution considering the specific conditions of eligibility of the measures.
26. Applicants with energy audit reports drawn up from sources other than those of the CNED are eligible for Component II, provided that the applicants and the housing blocks managed by them meet the eligibility conditions for beneficiaries of the financing product.
27. Applicants for Component II funding must submit to the CNED a file containing the following documents:
  - Application for funding, in accordance with the template in [Annex 6 of the MO](#)
  - Energy audit report (if drawn up from the beneficiary's account);
  - Decision of the General Assembly of the PCA approving the implementation of the list of energy rehabilitation measures for the housing block for which it is requested to offer financial incentives under the FEERM, the amount of the beneficiary's contribution (separately for the technical project and for the works to implement energy rehabilitation measures), as well as the way in which it is financed (equity / attachment funds, bank or non-bank credit, by development partners, local public administration authorities, other sources not prohibited by legislation and financing products);
  - Other updated documents submitted under Component I (at the request of the CNED)
28. Applicants with energy audit reports drawn up from sources other than those of the CNED, in addition to the documents specified in point above, shall submit the following documents (on the basis of which the eligibility of applicants will be examined):
  - Completed application form, in accordance with the model in Annex 2 to the MO.
  - Extract from the State Register of Legal Entities/Legal Units.
  - Decision on the registration of the amendments made in the acts establishing the PCA and in the data entered in the State Register of Legal Entities (status, composition of the members of the governing bodies: administrator, management board).
29. Application files shall be submitted by applicants through the electronic platform developed for this purpose or in electronic format by email, to the CNED secretariat address, or to the CNED headquarters at the address indicated in the application guide.
30. When the application file is sent by email, a message confirming receipt of the file is sent. A file registration number shall be provided for all incoming application files.
31. Application files shall be registered by SPDECRP specialists in the Register of Applications for Component II, which shall contain at least the following information:
  - File registration number;
  - Name and contact details of the applicant;
  - Address of the housing block(s);

- Name, first name APC administrator;
- Composition of the file;
- Energy rehabilitation measures approved by the PCA for implementation;
- Estimated total cost of implementing energy rehabilitation measures (based on the costs specified in the energy audit report);
- Amount of the CNED contribution;
- Amount of the beneficiary's contribution.

32. SPDECRP specialists provide informational and advisory support to all applicants and stakeholders interested in applying to the financing product.

## 5.2. Evaluation of Component II files – Project documentation

### 5.2.1 Examination of administrative compliance for Component II – Project documentation

33. Under Component II, applications for funding are initially examined for compliance and only those declared compliant are admitted to the assessment phase.

34. The examination of financing applications submitted under component I shall be carried out in the order in which they are received on a first-come-first-served basis.

35. The examination process shall aim at verifying the compliance of the Funding Application in accordance with the specific requirements for Component I.

36. The examination of the Funding Application is carried out by SPPD specialists, within up to 10 working days from the date of distribution of the Funding Application, depending on the large flow of Funding Applications submitted, this deadline may be extended by the Director by another 20 working days. The distribution of these Grant Applications is made according to the provisions of an order issued by the Director of CNED, at the proposal of the Deputy Director of CNED.

37. If the grant application is incomplete, SPPD specialists, through the head of the SPPD, may request that it be filled in with the missing information. The request is made by email setting a deadline of maximum 15 days for completion. The assessment period shall be suspended until the completions have been received or until the deadline for their submission has expired.

38. If the Financing Application submitted for Component II is incomplete and the applications do not respond to the requests for completion or clarification submitted by the CNED IP within the set deadline, the Financing Application shall be considered as non-compliant and shall be rejected, without being submitted for assessment in the light of the eligibility criteria.

39. Following the examination of the Financing Application, SPPD specialists draw up a Compliance Report for the Financing Application (Component I – Assessment of Energy Rehabilitation Measures for Individual Houses), which includes the recommendation to proceed to the assessment stage or rejection, according to the template in [Annex 7a](#).

40. The compliance reports for Component II – Project documentation shall include the following:

- Compliance and completeness of files;
- Eligibility of applicants (only for PCAs applying for Component II funding and having energy audits financed from financial sources other than FFERM);

41. In order for the Funding Application to be considered compliant and its file to be admitted for evaluation under Component II, the Compliance Report must meet the following conditions:

- Check the presence of all documents indicated in the List of documents section;

- In the Mandatory Conditions section all requirements must be confirmed positively.
42. After completion, the compliance report (Component II – Project Documentation) is signed by the SPPD specialist who drew it up and sent it to the head of the SPPD, who verifies and endorses the Report within up to 2 working days, and then sends it to the CNED Deputy Director for endorsement, who endorses the Report for 1 working day.
  43. On a weekly basis, the head of the SPPD draws up two generalised lists of compliance reports (Component II – Project Documentation), submits them for endorsement to the Deputy Director of IP CNED and forwards them, together with the reviewed project proposals, to the Director of IP CNED for consideration and decision-making on administrative compliance.
  44. Depending on the volume of Applications submitted and evaluated, generalised lists may be drawn up and submitted more frequently, including before the weekly deadline, upon the decision of the Director of IP CNED.
  70. Two separate lists shall be drawn up:
    - List 1 – Compliant applications;
    - List 2 – Non-compliant applications.

The generalised lists shall include the following information:

    - File registration number;
    - Name and contact details of the applicant;
    - Address of the housing block(s);
    - Name, first name APC administrator.
    - Recommendation: Admission to the assessment or rejection stage, with an indication of the reason in case of rejection.
  45. In the case of non-compliant applications, the CNED IP informs applicants of the outcome of the compliance review for Component II. Notifications are prepared by SPPD specialists, endorsed by the head of the SPPD and signed by the director of IP CNED. After signing, they are sent to the beneficiary's e-mail address.
  46. After confirmation of the generalised lists, the SPPD, in the case of Financing Applications with a recommendation for admission to the evaluation stage, sends the corresponding list to the Head of SECRP in order to initiate the evaluation process.

### 5.2.2. Evaluation of Component II Grant Applications – Project Documentation

47. The assessment of the financing applications under Component II shall be carried out in the order in which they are received, together with the Compliance Report from the SPPD, on a first-come-first-served basis.
48. The evaluation of the financing applications for Component II shall be carried out on the basis of the following criteria defined in the Financing Product:
  - Eligibility of applicants (only for PCAs applying for Component II funding and having energy audits financed from financial sources other than FFERM);
  - Eligibility of the measures/solutions requested to be implemented;
  - Technical feasibility of the measures/solutions requested to be implemented;
  - The economic and financial feasibility of the measures/solutions requested to be implemented;
  - Compliance with social, environmental and governance responsibility requirements, measures/solutions required to be implemented.

49. The evaluation is carried out by SECRP specialists, within up to 15 working days from the date of their distribution for evaluation, depending on the large flow of Funding Applications submitted, this deadline may be extended by the Director by another 20 working days. The distribution of funding applications to specialists is carried out by an order issued by the Director of CNED, at the proposal of the Head of SECRP. If the number of SECRP specialists is not sufficient for the evaluation within the specified deadline of all files submitted in the framework of an appeal, specialists from other sections may be delegated for evaluation, by order of the Director of CNED.
50. Simultaneously with the distribution of files to SECRP specialists, the head of SECRP sends the list of files to the DJA to verify the criterion 'lack of arrears to the national public budget'. The DJA shall, within 5 days, transmit the generalised information on all files submitted to the SPPD, this information being annexed to the evaluation file.
51. In case of submission of an incomplete file, SECRP specialists may request the completion of the missing information by the applicants, officially, either on the e-mail or postal address depending on the manner of submission of the file, with the indication of a 15-day deadline for the submission of the missing information. The evaluation deadline for SECRP specialists is suspended until the applicants submit the missing information, or until the deadline for submitting it expires.
52. The evaluation results for Component II, with recommendation for funding or rejection, are included in the File Evaluation Report (Component II), according to the template in Annex 7 of the MO. The report shall include information on:
  - a) completeness and correctness of the file submitted,
  - b) the findings regarding the compliance of the energy rehabilitation measures of the block, for which the PCA requests financing for Component II, with the technical, economic-financial and environmental feasibility requirements;
  - c) conclusions and recommendations on the approval/rejection of CPA financing for Component II.
  - d) the estimated price for drawing up and verifying the project documentation and carrying out the technical expertise, determined in accordance with the Methodology for calculating the price for drawing up and verifying the project documentation and carrying out the technical expertise, as set [out in Annex 16](#).
53. The report shall be signed by the specialist, after which it shall be sent to the head of SECRP who shall endorse the report within 2 working days.
54. For applicants with energy audit reports drawn up from sources other than those of the CNED, SPDECRP specialists assess the file, including its compliance and the applicant's eligibility for application. Thus, the assessment is made in 2 stages:
  - a) Assessment of the applicant, similar to those applying to Component I, with the preparation of the File Evaluation Report (Component I). If the applicant is found to be eligible, the next step is taken;
  - b) Evaluation of the energy rehabilitation measures of the block, with the preparation of the Evaluation Report of the files (Component II).
55. At the same time as completing the dossier evaluation report (component II), SECRP specialists complete the General Database of dossier evaluation for component II, which must contain at least the following information about:
  - Applicant and building;
  - The set of documents submitted in the file;

- Correspondence of the applicant to the eligibility requirements;
- Fulfilment by the applicant of the requirements for application to Component II according to the financing product;
- The estimated value based on the energy audit report of the cost of designing and implementing the measures for which financing is requested, the amount of financial incentives provided by CNED, the amount of the Beneficiary's contribution.
- Information on the submission of the Letter of Intent under component I.

56. In case there are partners/donors financing the project documentation development services for certain applicants, the name of the partner/donor company will be indicated in the General Database of the evaluation of the files for Component II.

### 5.3. Examination and approval of Financing Applications by CFR - Component II - Project Documentation

57. Every two weeks, the Head of SECRP draws up the Generalised List of Evaluation Reports for Component II and submits it to the Director of CNED, together with the applicants' applications for funding, for approval by the CFR. Depending on the large flow of applications submitted and evaluated, the general list can be drawn up even earlier than two weeks, at the decision of the director of the CNED.

The general list includes:

- Applicant and building;
- Completeness of the set of documents submitted in the file;
- Correspondence of the applicant to the requirements for application to Component II according to the financing product;
- Recommendation for approval (with indication of acceptance measures) or decision and reason for rejection.

58. Every two weeks, the Director of CNED sends to CFR the applicants' applications for funding, accompanied by the Reports on the evaluation of the files for Component II – Project documentation, in order to examine and take the decision to approve or reject the funding. And for those submitted by applicants who have energy audits financed from financial sources other than FEERM and Evaluation Reports (Component I).

59. The CFR examines the Financing Applications and the Evaluation Reports (Component II – Project Documents) within 10 days of receipt and takes the decision to approve or reject the Financing Applications for Component II.

60. The decisions of the CFR are recorded in a Minutes of the meeting, which specify, for each request, the decision taken. In case of rejection of funding, the reason for rejection shall be clearly stated. The CFR Verbal process related to the approval or rejection of the financing application must contain at least the following information about:

- Applicant and building;
- Completeness of the set of documents submitted in the file;
- Correspondence of the applicant to the requirements for application to Component II according to the financing product;
- Estimated value based on the energy audit report of the cost of designing and implementing the measures for which funding is requested;
- Acceptance decision or decision and reason for rejection of funding.

61. In the case of applicants receiving financial support from partners or donors when preparing project documentation, the CFR Report will specify the name of the partner/donor company, with the mention that the Notification of Acceptance of Funding, which will be sent to the beneficiaries, will specify the partner/donor covering this funding.
62. The approval by the CFR of the beneficiaries for component II shall be made in the order in which their files were submitted to the CNED for component II, within the limits of the budget allocated for component II of the financing. The costs of developing project documentation financed by partners or donors will not be included within the limits of the budget available for Component II.
63. If applications exceed the budget available for Component II, priority will be given to applicants who:
  - are connected to SACET;
  - does not record or records the lowest rate of disconnection of apartments from SACET.
64. After the decision taken by the CFR, the CNED shall inform the applicants of the acceptance or rejection of the funding for Component II. Notifications are prepared by SECRP and signed by the Director of CNED.
65. If applicants are accepted for funding under Component II, the CNED shall send a Notification of Acceptance within 2 days of the decision taken by the CFR. The notification shall specify the need to sign the Antecontract to the Financing Contract.
66. If applicants are not accepted for funding under Component II, the CNED shall issue a Rejection Notification within 2 days of the decision taken by the CFR, specifying the reason for the rejection of funding.

#### 5.4. Contracting of design services

67. Within 5 days after signing the Pre-Contract to the Financing Contract, FEESR specialists draw up the technical specifications necessary for contracting the services of drafting the project documentation and technical expertise of the housing block (hereinafter - design services), considering the Energy Audit Report and the measures included in the financing application. Specifications are sent to DJA to initiate and organize the procurement procedure for contracting the company providing the project documentation development services.
68. Minimum requirements for the company providing design services:
  - The company must have experience in developing project documentation, i.e. at least 1 similar project executed in the last 3 years.
  - The personnel involved in the provision of the services must hold the certifications corresponding to the services provided, in accordance with the requirements of the normative framework in force.
69. Within 10 days of receiving the Technical Specifications, DJA undertakes the necessary activities to initiate the public procurement for contracting the project documentation development services. The procedure must be carried out in accordance with the provisions of legislative/regulatory acts in the field of public procurement. The procedure is completed by designating the winner and signing the service contract.
70. After completing the preparation of the project documentation and carrying out the technical expertise of the housing block, the service provider company sends to CNED the documentation drawn up for the examination of compliance with the specifications and the Financing Product. The documentation shall be submitted by the company in electronic format by e-mail, to the address of the CNED secretariat.
71. FEESR specialists examine the Project Documentation within 14 days of receiving it. FEESR specialists examine whether the Project Documentation is carried out in accordance with the requirements of the

technical specifications and the financing product. The results of the assessment shall be included in a Project Documentation Compliance Report in accordance with the template in [Annex 9](#) to the MO.

72. Based on the recommendations of the Compliance Report of the Project Documentation, the head of FEESR shall communicate, by e-mail, to the service provider company one of the following decisions:
  - Acceptance of the project documentation and request the initiation by the provider of the verification procedure according to the normative framework;
  - The need to revise the project documentation according to the observations/objections submitted, within 14 days from the date of receipt of the observations/objections.
73. During the examination of the Project Documentation, the term of service of the providing company is suspended. That period shall resume on the date of communication of the decision on the results of the examination.
74. If the service provider does not remedy the documentation drawn up within the requested period, or submits it without remedying the observations/objections submitted, the head of the FEESR shall inform the DJA about the impediment created.
75. After the completion of the verification procedure of the project documentation according to the normative framework, the service provider company sends to CNED the project documentation and the technical expertise report of the housing block, on paper and in electronic version (editable).
76. Depending on the findings made, the CNED will accept or reject the project documentation. If the CNED accepts the project documentation, it will subsequently be sent to the beneficiary in accordance with the provisions of the regulatory framework.
77. Within 2 days of receipt of the Project Documentation, the Project Documentation Verification Report, FEESR specialists shall draw up a Notification on the completion of the preparation of the Project Documentation, which shall be signed by the Director of CNED and sent to the grant beneficiary.
78. After receiving the final project documentation, the FEESR specialist shall complete the Payment Approval Form (PAF), in accordance with [Annex 12a](#), and send the approval to the head of the FEESR, then to the SMCRP, the DJA, deputy director for approval, and then for approval to the director.
79. SCRF completes the FAP with the Payment Date and draws up a Payment Order for the transfer of funds to the Entrepreneur's bank account

## VI. ACCESS OF UNRAMBURSABLE FINANCIAL SUPPORT - Component III - Construction works

### 6.1. Submission of Financing Applications for Component III: - Construction works

80. CNED launches a Call to Collect Applications for Construction Works, including application guide, application form templates. The call is published on the CNED website.
81. This Call is dedicated to financing applicants who have an Energy Audit Report and project documentation prepared from financing sources, other than financial incentives granted by CNED from FEERM means, developed in accordance with the requirements of the normative framework and those provided in the financing product and MO. These applicants are eligible for Component III – Construction works, provided that the housing blocks managed by these PCAs meet the eligibility conditions for the beneficiaries of this product and the measures proposed to be financed comply with the technical, economic-financial and environmental feasibility requirements specified in the financing product.

82. For energy efficiency measures involving interventions inside apartments in blocks of flats, component III may be submitted as a financing application, including component II – design documentation. In this case, the applicant must comply with all the conditions, including those for paying the own contribution, described in component III.
83. Applicants for Component III funding must submit to the CNED a file containing the following documents:
- Application for funding, in accordance with the template in [Annex 10a](#) of the MO
  - Completed application form, in accordance with the model in [Annex 2](#) to the MO.
  - Financial report of the CPA for the last reporting year.
  - Extract from the State Register of Legal Entities/Legal Units.
  - Decision on the registration of the amendments made in the acts establishing the PCA and in the data entered in the State Register of Legal Entities (status, composition of the members of the governing bodies: administrator, management board);
  - Energy audit report of the housing block;
  - Project documentation and expenditure estimates verified in accordance with the provisions of the normative acts;
  - Technical expertise report of the building;
  - Proof of the cost of developing the project documentation and estimate, and the technical expertise of the housing block;
  - Decision of the General Assembly of the PCA approving the implementation of the list of energy rehabilitation measures for the housing block for which it is requested to provide financial incentives for Component III, within the FEERM, the amount of the beneficiary's contribution, as well as the way in which it is financed (equity / attachment funds, bank or non-bank credit, by development partners, local public administration authorities, other non-prohibited sources of legislation and financing products);
  - Proof of availability of at least 30% of the contribution amount (bank statement on the available financial resources of the association (repair and development fund, other availability of financial means in accounts), loan agreement, credit agreement, confirmatory document on the coverage of the contribution from the account of development partners, local public administration authorities, etc.);
  - Information on the submission of the Letter of Intent under Component I and II.
84. Application files shall be submitted by applicants through the electronic platform developed for this purpose or in electronic format by e-mail or to the address of the CNED secretariat indicated in the application guide, or to the CNED headquarters at the address indicated in the application guide.
85. When sent by e-mail, a message confirming receipt of the file is sent, and in the case of submission in physical form, a file registration number is provided.
86. Application files shall be recorded by the SPPD in the Component III Application Register, which shall contain at least the following information:
- File registration number
  - Applicant and building;
  - Address, contact details
  - Total cost of the project
  - Amount of CNED contribution
  - Amount of the beneficiary's contribution

87. SPPD specialists provide informational and advisory support to all applicants and stakeholders applying to the funding product.

## 6.2. Assessment of financing applications for Component III – Construction works

### 6.2.1. Examination of administrative compliance for Component III – Construction works

88. Under Component III, applications for funding are initially examined for compliance and only those declared compliant are admitted to the assessment phase.
89. The administrative examination of financing applications submitted under Component III shall be carried out in the order in which they are received on a first-come-first-served basis.
90. The examination process shall aim at verifying the administrative compliance of the Funding Application in accordance with the specific requirements for Component III.
91. The examination of the Funding Application is carried out by SPPD specialists, within up to 5 working days from the date of distribution of the Funding Application, depending on the large flow of Funding Applications submitted, this deadline may be extended by the Director by another 20 working days. The distribution of these Grant Applications is made according to the provisions of an order issued by the Director of CNED, at the proposal of the Deputy Director of CNED.
92. If the grant application is incomplete, SPPD specialists, through the head of the SPPD, may request that it be filled in with the missing information. The request is made by email setting a deadline of maximum 15 days for completion. The assessment period shall be suspended until the completions have been received or until the deadline for their submission has expired.
93. If the financing application submitted for Component III is incomplete and the applications do not respond to requests for completion or clarification submitted by the CNED IP within the set deadline, the financing application shall be considered administratively non-compliant and shall be rejected for administrative reasons, without being submitted for assessment in the light of the eligibility criteria.
94. Following the examination of the Grant Application, SPPD specialists draw up an Administrative Compliance Report for the Grant Application (Component I – Assessment of Energy Rehabilitation Measures for Individual Houses), which includes the recommendation to move to the evaluation stage or administrative rejection, according to the template in Annex no. 10b<sup>1</sup>.
95. The administrative compliance reports for Component III - Construction works assume the following:
  - General information with data about the applicant (only for CPAs applying for component III funding, technical, economical - financial and environmental feasibility requirements
  - Checking the documents attached in the List of documents section;
  - Qualification of the presentation of the information.
96. Drawing conclusions on the compliance of the application and issuing the recommendation for admission to the assessment stage or administrative rejection.
97. In order for the Funding Application to be considered compliant and its file to be admitted for evaluation under Component III, the Compliance Report must meet the following conditions:
  - Check the presence of all documents indicated in the List of documents section;
  - In the Mandatory Conditions section all requirements must be confirmed positively.
98. After completion, the administrative compliance report (Component III - Construction works) is signed by the SPPD specialist who drew it up and sent it to the head of the SPPD, who verifies and endorses

the Report within up to 2 working days, after which he sends it to the CNED Deputy Director for endorsement, who endorses the Report for 1 working day.

99. Every week, the head of the SPPD draws up two generalized lists of compliance reports (Component III - Construction works), submits them for endorsement to the Deputy Director of IP CNED and forwards them to the Director of IP CNED, together with the project proposals analyzed, for examination and adoption of decisions on administrative compliance.
100. Depending on the volume of Applications submitted and evaluated, generalised lists may be drawn up and submitted more frequently, including before the weekly deadline, upon the decision of the Director of IP CNED.
71. Two separate lists shall be drawn up:
  - List 1 – Compliant applications;
  - List 2 – Non-compliant applications.
72. The generalised lists shall include the following information:
  - File registration number;
  - Name and contact details of the applicant;
  - Address of the housing block(s);
  - Name, first name APC administrator.
  - Recommendation: Admission to the evaluation or rejection stage from an administrative point of view, with an indication of the reason in case of rejection.
101. In the case of non-compliant applications, the CNED IP informs applicants of the outcome of the administrative examination for Component III. Notifications are prepared by SPPD specialists, endorsed by the head of the SPPD and signed by the director of IP CNED. Once signed, they are sent to the applicant's e-mail address.
102. After confirmation of the generalised lists, the SPPD, in the case of Financing Applications with a recommendation for admission to the evaluation stage, sends the corresponding list to the Head of SECRP in order to initiate the evaluation process.

#### 6.2.2. Assessment of the Financing Applications for Component III – Construction works

103. The assessment of the financing applications under Component III shall be carried out in the order in which they are received, together with the Compliance Report from the SPPD, on a first-come-first-served basis.
104. The evaluation of the financing applications for Component III shall be carried out on the basis of the following criteria defined in the Financing Product:
  - Eligibility of applicants (only for PCAs applying for Component II funding and having energy audits financed from financial sources other than FFERM);
  - Eligibility of the measures/solutions requested to be implemented;
  - Technical feasibility of the measures/solutions requested to be implemented;
  - The economic and financial feasibility of the measures/solutions requested to be implemented;
  - Compliance with social, environmental and governance responsibility requirements, measures/solutions required to be implemented.
105. The evaluation is carried out by SECRP specialists, within up to 15 working days from the date of their distribution for evaluation, depending on the large flow of Funding Applications submitted, this deadline may be extended by the Director by another 20 working days. The distribution of funding applications to specialists is carried out by an order issued by the Director of CNED, at the proposal of the Head of SECRP. If the number of SECRP specialists is not sufficient for the evaluation within the

specified deadline of all files submitted in the framework of an appeal, specialists from other sections may be delegated for evaluation, by order of the Director of CNED.

106. Simultaneously with the distribution of files to SECRP specialists, the head of SECRP sends the list of files to the DJA to verify the criterion 'lack of arrears to the national public budget'. The DJA shall, within 5 days, transmit the generalised information on all files submitted to the SPPD, this information being annexed to the evaluation file.
107. In case of submission of an incomplete file, SECRP specialists may request the completion of the missing information by the applicants, officially, either on the e-mail or postal address depending on the manner of submission of the file, with the indication of a 15-day deadline for the submission of the missing information. The evaluation deadline for SECRP specialists is suspended until the applicants submit the missing information, or until the deadline for submitting it expires.
108. The evaluation results for Component III, with recommendation for funding or rejection, are included in the File Evaluation Report (Component III), according to the template in Annex 10b of the MO. The report shall include information on:
  - b) the findings regarding the compliance of the energy rehabilitation measures of the block, for which the PCA requests financing for Component III, with the technical, economic-financial and environmental feasibility requirements;
  - c) conclusions and recommendations on the approval/rejection of CPA financing for Component III.
  - d) the estimated price for drawing up and verifying the project documentation and carrying out the technical expertise, determined in accordance with the Methodology for calculating the price for drawing up and verifying the project documentation and carrying out the technical expertise, as set [out in Annex 16](#).
109. The report shall be signed by the specialist, after which it shall be sent to the head of SECRP who shall endorse the report within 2 working days.
110. At the same time as completing the Evaluation Reports, SECRP specialists complete the General Database of File Evaluation, which must contain at least the following information about:
  - Applicant and building;
  - Compatibility of applicants with the eligibility criteria;
  - Corresponding to the energy rehabilitation measures of the housing block for which financing for Component III is requested, to the technical, economic-financial and environmental feasibility requirements of the financing product;
  - Estimated values of construction works, financial incentives provided by CNED, applicant's contribution.
111. Once the evaluation of all submitted files has been completed and the General Database of File Evaluation has been completed, the Head of SECRP draws up the General Evaluation List and submits it for approval to the Director of CNED.

### 6.3. Examination of CFR Component III files - Construction works

112. Every two weeks, the Head of SECRP draws up the Generalised List of Evaluation Reports for Component III and submits it to the Director of CNED, together with the applicants' applications for funding, for approval by the CFR. Depending on the large flow of applications submitted and evaluated, the general list can be drawn up even earlier than two weeks, at the decision of the director of the CNED.

The general list includes:

- Applicant and building;
  - Completeness of the set of documents submitted in the file;
  - Correspondence of the applicant to the requirements for application to Component II according to the financing product;
  - Recommendation for approval (with indication of acceptance measures) or decision and reason for rejection.
113. Every two weeks, the Director of CNED sends to CFR the applicants' applications for funding, accompanied by the Reports on the evaluation of the files for Component III – Construction works, in order to examine and take the decision to approve or reject the funding. And for those submitted by applicants who have the technical report financed from financial sources other than those from FEERM and the Evaluation Reports (Component II).
114. The CFR examines the Financing Applications and the Evaluation Reports (Component III – Project Documents) within 10 days of receipt and takes the decision to approve or reject the Financing Applications for Component III.
115. The decisions of the CFR are recorded in a Minutes of the meeting, which specify, for each request, the decision taken. In case of rejection of funding, the reason for rejection shall be clearly stated. The CFR Verbal process related to the approval or rejection of the financing application must contain at least the following information about:
- Applicant and building;
  - Completeness of the set of documents submitted in the file;
  - Correspondence of the applicant to the requirements for application to Component III according to the financing product;
  - Corresponding to the energy rehabilitation measures of the housing block for which financing for Component III is requested, to the technical, economic-financial and environmental feasibility requirements of the financing product;
  - Estimated value based on the energy audit report of the cost of designing and implementing the measures for which funding is requested;
  - Acceptance decision or decision and reason for rejection of funding.
116. In the case of applicants receiving financial support from partners or donors in the development of construction works, the CFR Report will specify the name of the partner/donor company, with the mention that in the Notification of acceptance of funding, which will be sent to the beneficiaries, the partner/donor covering this funding will be specified.
117. The approval by the CFR of the beneficiaries for component III shall be made in the order in which their files were submitted to the CNED for component III, within the limits of the budget allocated for component III of the financing. The costs of developing project documentation financed by partners or donors will not be included within the limits of the budget available for Component III.
118. If applications exceed the budget available for Component II, priority will be given to applicants who:
- are connected to SACET;
  - does not record or records the lowest rate of disconnection of apartments from SACET.
119. After the decision taken by the CFR, the CNED shall inform the applicants of the acceptance or rejection of the funding for Component III. Notifications are prepared by SECRP and signed by the Director of CNED.

120. If applicants are accepted for funding under Component III, the CNED shall send a Notification of Acceptance within 2 days of the decision taken by the CFR. The notification shall specify the need to sign the Grant Contract.
121. If applicants are not accepted for funding under Component III, the CNED shall issue a Notification of Rejection within 2 days of the decision taken by the CFR, specifying the reason for the rejection.

#### 6.4. Contracting of construction works

122. After signing the Financing Contract, or the Additional Agreement if financing was obtained by CNED from FEERM means for the preparation of the project documentation, and after receiving the confirmation from SMCRP that the beneficiary paid the share of the contribution specified in the Contract, within 5 days, FEESR specialists draw up the technical specifications necessary for contracting the construction works. They are drawn up on the basis of the Project Documentation (for PCAs that have received funding for design services from the FEERM Programme) and the measures included in the application for funding (for beneficiary PCAs that have applied for funding for Component III). The technical specifications are sent to the DJA to initiate and organise the procurement procedure for contracting the contractor who will perform the construction works.
123. The requirements vis-à-vis the contractor shall be set out in the tender documentation and shall include at least:
  - Experience in carrying out similar work;
  - Economic and financial climate;
  - Technical and professional ability.
124. Within 10 days of receiving the Technical Specifications, DJA launches the public procurement procedure for contracting the contractor who will perform the construction works. The procedure complies with public procurement regulations and procedures. The procedure ends with the signing of the contract.
125. In parallel with the contracting of the construction works, DJA will announce the tender for the contracting of the quality control services for the construction works (site manager).

## VII. SIGNATION OF THE FINANCIAL AGREEMENT

### 7.1. Signature of the pre-contract

126. An ante-contract is a preliminary agreement between the parties, by which they express their intention to conclude a contract in the future, under certain conditions set out above. The purpose of this document is to lay down the main conditions of the final contract and to ensure that the parties undertake to conclude it. The provisions on the signing of pre-contracts are laid down in accordance with Article 999 of Civil Code No 1107/2002.
127. Within 2 days after the CFR decision approving the financing for Component II, the head of SPDECRP informs the DJA about the need to finalize the Contracts to the Financing Contracts (Annex 9). Anteforecontracts are completed within 5 days of receiving the request for their completion. The DJA organises the conclusion of the Anteforecontracts between the CNED and the beneficiaries accepted for funding for Component II, within 14 days. The pre-contract shall be signed by the Director of the CNED and the beneficiary.
128. The signing of the pre-contract will allow the NEDC to have the basis to initiate the tender procedure for Project Documentation Development Services.

## 7.2. General provisions of the Grant Agreement

129. The financing contract shall include, but not be limited to:
- Contract components: Energy audit component and/or project documentation fully financed by the CNED, without the beneficiary's contribution; Project documentation component and construction works – with the beneficiary's contribution;
  - Cost for drafting the project documentation (based on the winning bid);
  - Estimated cost of implementing energy rehabilitation measures for the block (based on the costs indicated in the energy audit report);
  - The value of the beneficiary's contribution, the equivalent in lei of 10% for the elaboration of the project documentation;
  - Estimated amount of the total contribution of the beneficiary. The beneficiary's contribution constitutes at least 30% of the value of the eligible investment, calculated on the basis of the costs in the Energy Audit Report (cost of design and execution services for construction works).
  - The beneficiary's contribution to the project documentation shall be included in the total amount of the beneficiary's contribution.
  - Timetable for the payment of the contribution by the beneficiary.
  - Sustainability plan of the measures financed

### 7.3a. Signature of the financing contract – component I

130. Based on the CFR decision approving the funding for beneficiaries who have directly submitted files to Component I, the DJA completes the Financing Contract (according to the model in [Annex 10.a](#) to the MO) and informs the beneficiaries of the need to sign it. The financing contract shall be signed by the Director of the CNED and the representative of the beneficiary.
131. After signing the financing contract, the DJA registers the Contract in the Register of Financing Contracts for Energy Audit.
132. If the Beneficiary renounces the continuation of the Project after the energy audit, and does not submit the financing application for the start of the design phase (component II of the Project) within up to 3 months from the date of communication of the result of the energy audit, it will be obliged to pay in full the cost of the energy audit, incurred from the Centre's sources.
133. The deadline for submitting the financing application for component II may be extended by a maximum of 3 months, at the reasoned request of the PCA, if at least one minutes of the general meeting of owners are presented, during which the Project was discussed and submitted for approval and confirms the PCA's intention to implement the Project.
- 134.

### 7.3. Signature of the financing contract – component II

135. Within 5 days after the completion of the tender procedure for contracting the services of drafting the project documentation, based on the winning tender, the DJA shall complete the Financing Contract (according to the model in [Annex 1 0](#) to the MO) and inform the beneficiaries of the need to sign it. The financing contract shall be signed by the Director of the CNED and the representative of the beneficiary. The DJA organises the procedure for concluding Financing Contracts within 30 days.
136. After signing the financing contract, the DJA registers the Contract in the Register of Financing Contracts.
137. After receiving the verified Project Documentation, the DJA fills in the Additional Agreement to the Grant Agreement and informs the beneficiary of the need to sign it. The Additional Agreement shall specify:

- Value of the works for the implementation of the energy rehabilitation measures of the block, based on the costs specified in the cost estimates drawn up in the result of the project documentation (including the costs for the Technical supervision of the works and the author supervision);
- Amount of the total contribution of the beneficiary, including the outstanding amount to be paid by the beneficiary;
- Deadlines for payment of the beneficiary's contribution to the CNED IP for the financial investment.

138. PCAs participating in Component II are also obliged to participate in Component III – Construction works. PCAs not participating in Component III – Construction works pay the remaining value of the cost of the project documentation, after deducting from the total cost of the project documentation the beneficiary's contribution paid for the project documentation. In this case, the CNED IP will send the project documentation to the beneficiary in accordance with the provisions of the normative and legislative framework.

#### 7.4. Signature of the financing contract for the CPA submitting directly to – Component III.

139. These provisions shall be attributed to beneficiaries accepted for financing directly under component III, who have had an energy audit report and project documentation drawn up from funding sources other than the financial incentives granted by CNED from FEERM resources.

140. Based on the CFR decision approving the funding for beneficiaries who have directly submitted files to Component III, the DJA completes the Financing Contract (according to the model in Annex 21 to the MO) and informs the beneficiaries of the need to sign it. The financing contract shall be signed by the Director of the CNED and the representative of the beneficiary.

141. After signing the financing contract, the DJA registers the Contract in the Register of Financing Contracts.

#### 7.5. Procedure for amending the Grant Agreement

142. Any modification of the elements of the Project, as a rule, is not allowed, except for minor and non-essential modifications, which will be made only with the preliminary and written consent of the IP CNED.

- Minor and non-essential changes to the Project: changes that will be related to the replacement of materials, methods or technologies implementing the Project, but will have the effect of achieving the same or higher projected energy efficiency parameters, as well as ensuring an equal or higher level of durability and quality;
- Substantial changes to the Project: changes that significantly affect the nature and conditions of the implementation of the Project and have the effect of fundamentally changing the energy efficiency parameters to be achieved.

143. All proposals to modify or improve design solutions that will come during the implementation period must be made in the form of a written request addressed to CNED, or at the initiative of CNED.

144. The FEESR will assess the reasons for the change as well as the degree of change requested. If the Beneficiary/Executor requests a substantial modification of the provisions of the financing contract/investment project, the FEESR shall draw up an information note on the requested modifications, which shall also include the opinion of the SECRP. The information note shall be sent to the Director of the CNED for examination and subsequently forwarded to the CFR for decision,

145. If the amendment of the financing contract by CFR is approved, an additional period of 1 month will be granted for the implementation of the project. The changes will be made by concluding an additional agreement according to the approved model of management.

146. If the Beneficiary/Executor requests a non-substantial modification of the provisions of the financing contract/investment project, the FEESR shall draw up an information note to the Director of the CNED, setting out the opinion on the appropriateness of modifying the Contract.
147. The minor and non-essential modification of the provisions of the financing contract / investment project concerns modification actions within the limit of 15% of the value of the investment project (cumulatively during the performance of the contract), and refers to the following cases:
- price adjustments that condition the reduction of the beneficiary's own contribution and/or of the non-repayable financial support;
  - replacement/exclusion of investment items or purchase of additional investment items;
  - modifying the model of the good or decreasing/increasing its quantity, if the same similar technical parameters or better-performing versions are preserved;
  - purchase of additional investment items;
  - other changes, which do not affect the purpose of the investment project.
148. Amendments to the Financing Contracts/investment project concern increases of more than 15% of the value of the investment project (cumulatively during the course of the contract), are accepted only with the prior approval of the CFR. In this regard, the FEESR shall draw up an information note on the requested changes, which shall also include the opinion of the SMCRP. The information note shall be sent to the Director of the CNED for examination and subsequently forwarded to the CFR for decision,
149. The change in the general details of the financing contract (banking supplies, contact details, company name, etc.) shall be considered as a non-substantial change.
150. If the modification of the financing contract is approved, it will be done by concluding an additional agreement.

## 7.6. Completion of the Grant Agreement

151. Once the implementation of all stages of the project has been completed and the acceptance process has been signed at the end of the works, the procedure for finalising the Grant Contract will be initiated.
152. The CNED specialists will prepare the Information Note on the Financing Contract Finalization (the Standardized Form of the Information Note on the Financing Contract Finalization approved by the Director's Order) which will be coordinated by the DJA, Accounting and Financial Reporting Service, Deputy Director.
153. The standard form of the Information Note on the completion of the Financing Contract shall include at least the following information:
- General information about the project;
  - Final information on the measures covered by the project;
  - Final information on the volumes covered by the project;
  - Information on the expected costs of the project;
  - Information on the final costs of the Grant Agreement.
154. The information note on the completion of the Financing Contract coordinated by the responsible persons will be sent to the DJA.
155. Pursuant to the Information Note on the finalisation of the Grant Agreement,. The DJA will draw up the Additional Agreement on the finalisation of the Financing Contract in which the final data on the financed project will be included, and will ensure the signing of the Final Agreement by the Parties.

## VIII. MONITORING OF BENEFICIARY'S COMMITMENTS

### 8.1. Monitoring the payment of the beneficiary's contribution

156. The Director of CNED, through SMCRP specialists, ensures the monitoring of the payment of the beneficiary's contribution in accordance with the provisions of the Financing Contract. SCRF informs SMCRP specialists about the receipt of payments for contribution. This data shall be included in the Funding Contracts Monitoring Register, which shall contain at least the following information:

- information about the beneficiary;
- information about the entrepreneur;
- the status of the contract and the degree of execution of the works;
- information on the instalments of the contribution paid by the beneficiary;
- data on completion of works.

157. If the beneficiary's contribution is found not to have been received in accordance with the commitments made in the financing contract, the CNED may decide to terminate the financing contract. CNED will provide additional time for the payment of the contribution, which will not exceed 6 months from the date of signing the financing contract.

#### 8.2.a Steps of payment of the beneficiary's contribution – component I

158. The beneficiary's contribution for the elaboration of the energy audit shall constitute 10% of the value of the cost of its elaboration. This amount is part of the first instalment of payment of the Beneficiary's actual contribution from the cost of the Energy Rehabilitation Project to be implemented.

159. The contribution for the energy audit development services shall be paid by the beneficiary to the CNED within 10 days from the date of signature of the financing contract between the CNED and the beneficiary. In case of non-compliance with this deadline, the CNED may terminate the financing contract.

#### 8.2. Steps for payment of the beneficiary's contribution – component II

160. The beneficiary's contribution to the preparation of the project documentation shall constitute 10% of the value of the cost of the preparation of this documentation.

161. The contribution for the project documentation development services shall be paid by the beneficiary to the CNED, within 10 days from the date of signing the financing contract between the CNED and the beneficiary.

162. If the beneficiary's contribution is not paid within the 10-day time limit, the CNED agrees with the PCA another time limit that will not exceed 3 months, the commitment being formalised by a letter from the beneficiary. In case of non-compliance with this deadline, the CNED may terminate the financing contract.

#### 8.3. Steps for payment of the beneficiary's contribution – Component III

163. The deadlines for paying the beneficiary's contribution for the eligible investment to the CNED are:

- 30% of the total effective contribution - within 10 days from the date of signing the additional agreement to the financing contract. The contribution paid by the CPA to Component II shall be considered as part of this instalment of the contribution;
- 30% of the total actual contribution - within 10 days from the date of signing the acceptance report at the end of the works;
- 40% of the total actual contribution – flat rate or within a maximum of 1 (one) or 2 (two) years from the date of signature of the acceptance report at the end of the works.

164. Until the public works procurement procedure is carried out, CNED verifies the receipt from the CPA of the payment amounting to 30% of the value of the contribution. In case of non-collection of the CPA contribution according to the commitments assumed in the financing contract and the additional agreement to this contract CNED may decide to terminate the financing contract.
165. CNED will provide additional time for the payment of the contribution, which will not exceed 12 months from the date of signing the additional agreement to the financing contract.
166. If a significant difference is identified between the value of the works included in the Financing Contract and the cost estimates annexed to the project documentation, the CNED may agree with the beneficiary an additional time limit for ensuring the collection of its own contribution, provided that the beneficiary will submit supporting and binding evidence to this effect.
167. In case of notification by IP CNED of non-compliance by APC with contractual commitments, IP CNED may request the termination of the contract and the recovery of financial incentives granted to APC, as well as the recovery of material damage.

## IX. MONITORING OF CONSTRUCTION WORKS

### 9.1. General provisions

168. The beneficiary is obliged to provide access to the contractor to the building where the works for the implementation of energy efficiency measures are to be carried out
169. If the implementation of the energy efficiency measures involves preparatory works, then after they have been carried out the contractor shall submit to the CNED a notification regarding the execution of the works, to which shall be attached the proof: Drawings, pictures, etc.
170. The CNED verifies the information submitted and informs the contractor on the continuation of the works or submits compliance recommendations.
171. CNED ensures the contracting of the certified site manager in order to verify the quality of the construction works in accordance with the provisions of the normative framework, the provisions of the financing product and of this MO.
172. The CNED, as appropriate, may carry out verification visits of the compliant implementation of the project.
173. The basic objectives of monitoring the execution of the provisions of the Contracts are:
  - Ensure that the works are implemented in accordance with the requirements of the CNED;
  - The 4-eye verification principle will be followed when monitoring the works. Respectively, verification will be ensured both by the certified site manager and by the FEESR specialists.
  - informing and alerting the CNED about the deficiencies identified at the implementation stage of the project, on the basis of which certain necessary actions and adjustments are taken within useful deadlines.
174. FEESR shall be responsible for monitoring the proper execution of the works provided for in the Contract for Contracts.
175. The Director of the CNED, at the proposal of the Deputy Director, designates, by order, the FEESR and SMCRP specialists responsible for monitoring the compliant implementation of the provisions of the Contract for Enterprise, processing the information in the reports and the documents submitted by the entrepreneur to the CNED.

176. If FEESR and/or SMCRP specialists find certain inaccuracies or non-conformities, they will inform the entrepreneur and ask for the correction of the identified non-conformities, by completing/correcting and repeatedly presenting the non-compliant documents.
177. FEESR specialists are responsible for:
- Verification of the Requests for approval of the stages of the contract (CPAEC) submitted by the entrepreneur;
  - verification of the volumes specified in the acceptance reports for the works performed, i.e. their compliance with the volumes specified in the Contract for Works;
  - verification, jointly with the contracted site supervisor, of the quality of the works included in the CPAEC by the Contractor (their compliance with the minimum quality requirements specified in the Contract for Contracts);
  - joint participation with the site manager in visits to objectives accepted for funding;
  - receipt and approval of the reports submitted by the site manager;
178. FCMRP specialists are responsible for:
- verifying and confirming the correctness of the financial information indicated in the CPAEC submitted by the entrepreneur in accordance with the provisions of the Contract for Entrepreneurship;
179. After the actual completion of all works, the reception commission will be convened and a Reception Process-Verbal will be signed at the end of the works. It will be, necessarily countersigned by: Entrepreneur, Technical Manager of the Entrepreneur, Designer , Representative of the Project Beneficiary, , Project Manager and other relevant participants according to the procedures specified by the legislation in force.
180. If it is necessary to complete certain outstanding works or remove some defects, a separate list of them will be drawn up in accordance with the provisions of the normative framework, with a clear indication of them and a defined schedule of fixes, which will be attached to the acceptance process at the end of the works.
181. The list of works that require repairs or corrections in order to ensure the durability of the works will be drawn up as a result of the visual inspection, by the representatives of CNED (the site manager) together with the contractor, the technical manager of the contractor and the Project Beneficiary. The absence of persons from the acceptance procedure at the end of the works will be indicated in the acceptance report at the end of the works. At the same time, the refusal to sign the acceptance report at the end of the works will be indicated by him in the mentioned document.
182. CNED will include in the contract provisions regarding the guarantee period, the amount of the performance guarantee, the conditions for its return, in accordance with the provisions of the Urbanism and Construction Code no. 434/2023,
183. After the expiry of the , guarantee period starting from the date of signature of the Reception Report at the end of the works, the CNED will sign the Final Reception Report, in accordance with the provisions of the Planning and Construction Code No 434/2023.

### 9.1.a Start of work

184. The beneficiary is responsible for ensuring the measures and submitting the applications for the issuance of the building permit, in compliance with the provisions and deadlines of the Urbanism and Construction Code no. 434/2023. FEESR provides methodological and procedural support to the Beneficiary for ensuring the compliance of the documentation and facilitating the implementation of the phase, without substituting the Beneficiary's legal responsibilities.

185. The start of works can only take place in strict compliance with the conditions set out in the building permit, including:
- the period of validity of the authorisation;
  - the start date of the works;
  - the special conditions laid down in the authorisation or in the notices attached thereto.
186. After identifying the contractor and the site manager, all parties involved (the Beneficiary, the contractor, the CNED IP representative, the site manager) sign the Minutes of transmission of the objective for execution, according to the model set out in the Annex to the Operational Manual. This document confirms:
- handing over the site to the contractor;
  - the existence of approved technical documentation;
  - Availability of work front for execution.
187. After signing the Objective Transmission Minutes and confirming the fulfilment of the contractual conditions, IP CNED issues the Work Start Order, which sets the official start date of the execution. The date indicated in the Order constitutes the reference time for the calculation of the execution time.
188. The beneficiary has the obligation to submit to the National Inspectorate for Technical Supervision the declaration on the start of construction works, according to the model set out in Annex No 25 to the Urban Planning and Construction Code No 434/2023, at least 10 working days before the start of the authorised works. FEESR provides methodological and procedural support to the Beneficiary for ensuring the compliance of the documentation and facilitating the implementation of the phase, without substituting the Beneficiary's legal responsibilities.

## 9.2. Field visits

189. Field visits to the objectives approved for funding are an important element of the monitoring procedure. During the visits, the implementation stages of the projects can be identified, as well as their compliance or non-conformity with the implementation stages stipulated in the Financing Contract and the Contract for Entrepreneurship. Field visits are a measure to prevent improper execution of works.
190. The purpose of the visits is the verification by the CNED representative of the compliance of the situation described in the supporting documents related to the Request for approval of stages (CAPEC), , with the actual situation from the objective of project implementation, in order to prevent implementation errors. CNED representatives have the right to carry out the necessary measurements and checks to identify the compliance of the works carried out in accordance with the Financing Agreement and the Contract for Work.
191. The site managers, the representative of the economic operator, the technical officer, the designer will be present during the visits.
192. Field visits can be of several types:
- Planning the initiation of works: at the procedure of initiation of works;
  - Verification of completion of a certain stage: is carried out after the submission of the CPAEP by the entrepreneur;
  - Verification of works (current): is carried out in order to verify the implementation of the project;
  - Extraordinary (ad hoc) visit: this visit verifies the implementation of the project. In this case, the CNED is not obliged to inform the project beneficiary or the contractor about the organisation of the visit;
  - Final verification: procedure for final acceptance of works;

- Other (please specify): reception at the end of the works; request for modification of the Financing Contract and/or the Contract for Entrepreneurship, etc.

193. The site manager will complete and submit weekly reports to the FEERM Specialist for approval.

### 9.3. Procedure for the analysis of confirmatory documents concerning the investment made

194. Contracts for work will provide for a deadline for making payments of up to 30 calendar days, and the responsible persons within the CNED must comply with the processing deadlines, which represent the maximum number of days, which is allocated for processing at each stage.

195. Full set of payment documents confirming the acceptance by CNED of the documents submitted by the entrepreneur:

- Payment approval form (FAP), according to the template in [Annex 1 2](#) of the MO.
- CNED report on the approval of the implementation of the stages of the works, according to the model in [Annex 1 3](#) to the MO.

196. In order to confirm that the works were carried out in accordance with the provisions of the Contract of Contract, all the necessary documents signed and duly approved in accordance with the provisions of the normative and legislative framework in the field of . constructions will be attached to the FAP.

197. Any payment to the contractor must be made only on the basis of documented confirmations that the works/expenditure submitted for approval have been verified (measured) and confirmed by the responsible specialists of the CNED as complying with the minimum technical requirements (quality standards) set out in the Contract for Entrepreneurship. Under no circumstances will payments be made for works/expenditure not documented or for works performed below the quality level set out in the Contract for Contracts. The conditions and frequency of payments must be clearly described in the Contract for Entrepreneurship signed by CNED with the entrepreneur.

198. In order to avoid exceeding project implementation deadlines, CNED will ensure an efficient and rhythmic process of verification of payment documents by excluding bureaucratic approaches and avoiding delays (regardless of the nature of the reasons) in making payments to the entrepreneur. Thus, CNED will ensure the processing of payment documents and the making of payments based on documents.

### 9.4. Payment Document Processing Cycle

|         |  |
|---------|--|
| Step 1. | <p>The Contractor shall submit in the CNED's letter the Application for approval of the project stages accompanied by payment documents, in accordance with the model set <a href="#">out in Annex 1 4</a> to the MO, (including the relevant supporting documents) which will be recorded in the Register of Payment Documents relating to Contracts for Entrepreneurship, in accordance with the procedure for keeping incoming and outgoing mail. Payment documents and other supporting documents</p> <ul style="list-style-type: none"> <li>• Minutes of acceptance of works (typed interdepartmental form No C2n), in original;</li> <li>• Local Resource Estimate / Resource Boundary, in original (Form no. 3, Practical Code in Construction CP L.01.01-2012</li> <li>• The original unit price catalogue (Form No. 5, Code of Practice in Construction CP L.01.01-2012,</li> </ul> |
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|             |   |
|-------------|---|
|             | <ul style="list-style-type: none"> <li>• Tax invoices;</li> <li>• Narrative report on the quality of the works performed, elaborated and approved by the site manager, according to <a href="#">Annex 19</a> to the MO;</li> <li>• Report on the Certification of Used and Accumulated Materials and Equipment, in accordance with the model in <a href="#">Annex 15</a> to the MO;</li> <li>• Photographs from the place of execution of the works (full coverage of the facades concerned);</li> <li>• The protocols for checking the quality of the works that become hidden, duly signed;</li> <li>• Excerpt from the technical book, in copy, for the works performed during the invoiced period</li> <li>• Detailed drawings of all the façades related to the project objective showing all the dimensions needed to calculate the volumes of works carried out including the presentation of the replaced joinery items as well as those that have not been replaced, related to the project objective – where applicable;</li> <li>• Other necessary documents.</li> </ul> <p>The FEESR specialists are responsible for receiving the payment documents, which are responsible for scanning the set of payment documents submitted by the entrepreneur. Their electronic format shall be made available to those responsible for processing payment documents. After registration, the FEESR specialist completes the FAP (Compartment A – General information).</p> <p>If the entrepreneur has not submitted the full set of documents or it does not meet the requirements requested by the CNED, FEESR specialists may reject the registration of the Application for approval of the stages of the project by informing the entrepreneur about the reasons for non-registration.</p> <p><i>Processing time – 3 calendar days</i></p> |
| Step three. | <p>The FEESR specialist shall carry out the visit to the objective, as appropriate.</p> <p>The SFEESR specialist examines the documents submitted by the Entrepreneur (corresponding to the implementation of the project with the minimum quality requirements specified in the Contract) and signs the FAP with the indication of the results of the examination of the payment documents, completes and signs the CNED Report on the approval of the implementation of the stages of the Project. Once the conformity of the documents listed above has been confirmed, it shall forward them to the head of the FEESR for endorsement.</p> <p><i>Processing time – 17 calendar days</i></p>   |
| Step 4.     | <p>The head of SFEESR examines the documents received from the SFEESR Specialist and approves the FAP and the CNED Report on the approval of the implementation of the Project stages, after which he sends the full set to the SMCRP specialist.</p> <p><i>Processing time – 1 calendar day</i></p>  |
| Step five.  | <p>The SMCRP specialist examines the documents received from the Head of SFEESR, completes and signs the FAP and the CNED Report on the approval of the</p>   |

|            |   |
|------------|---|
|            | <p>implementation of the stages of the Project, after which he sends the full set to the Head of SMCRP.</p> <p><i>Processing time – 3 calendar days</i></p>   |
| Step five. | <p>The Head of SMCRP examines the documents received from the Head of SFEESR approves the FAP and the CNED Report on the approval of the implementation of the stages of the Project, after which he sends the full set to DJA .</p> <p><i>Processing time – 1 calendar day</i></p>   |
| Step 6.    | <p>The DJA examines the documents received from the SMCRP, completes the FAP with an indication of the results of the examination of the payment documents and, after attesting their compliance, sends them together with the FAP to the Deputy Director of the CNED for endorsement. It also endorses the Report on the approval of the implementation of the stages of the Project.</p> <p><i>Processing time – 1 calendar day</i></p> |
| Step 7.    | <p>The Deputy Director examines the documents received from the DJA and approves the payment documents, with the transmission of the full set of documents to the Director for approval. It also endorses the Report on the approval of the implementation of the stages of the Project.</p> <p><i>Processing time – 1 calendar day</i></p>   |
| Step 8.    | <p>The Director examines all received documents and, after the approval of the FAP, signs the Report on the approval of the implementation of the stages of the Project, and countersigns the Minutes of acceptance of the executed works.  The full set of documents is sent to the SCRF of the Centre</p> <p><i>Processing time – 1 calendar day</i></p>  |
| Step 8.    | <p>SCRF completes the FAP and draws up a payment order for the transfer of funds to the Entrepreneur's bank account, according to the requisites indicated in the Contract for Entrepreneurship</p> <p><i>Processing time – 2 calendar days</i></p>   |

199. The terms of processing are set out as follows:

|  |                       |                |
|--|-----------------------|----------------|
| Step 1.  | FEESR specialists     | 3 days         |
| Step three.  | FEESR specialist, RCT | 17 days        |
| Step 4.  | Head of FEESR         | 1 day          |
| Step five.   | The SMCRP Specialist  | 3 days         |
| Step five.   | Head of SMCRP         | 1 day          |
| Step 6.  | DJA                   | 1 day          |
| Step 7.  | CNED Deputy Director  | 1 day          |
| Step 8.  | Director of CNED      | 1 day          |
| Step 8.  | SCRF                  | 2 days         |
| <b>TOTAL calendar days of the processing cycle</b> |                       | <b>30 days</b> |

## 9.5. Stop processing payment documents

200. If the payment documents submitted by the Contractor do not meet all the requirements described in this manual or if any deviation or discrepancy is found in the verification process, the processing of the payment documents may be stopped by the specialist responsible for the verification of the payment documents.
201. Reasons for the termination by CNED of the 30-day payment period:
- If there is a dispute over the documents submitted by the entrepreneur, and the (minor) mistakes/divergences identified can be rectified without rejecting the payment documents (for example, there is a lack of signatures/stamps on certain documents submitted, certain mandatory details are missing in the payment documents, etc.);
  - Other specific circumstances, which will be described in detail in the Contract.
202. The specialist who identified the non-conformities will draw up a Note on stopping the processing of payment documents and will fill in the FAP in the respective compartment, which will be duly countersigned. The termination will be brought to the attention of the entrepreneur through the CNED Specialist on the same day that one of the reasons for the termination was ascertained, regardless of the reason for the termination. The deadline for termination of payment (30 calendar days) starts to run from the day of receipt of the notification by the entrepreneur. The notification of the entrepreneur is made in writing through the CNED Specialist and sent by e-mail. The exact reason for the termination and the proposed solution must be indicated in the FAP with the following content included in the Comments chapter: 'The payment deadline is terminated as of this day; this termination will cease once all identified divergences have been removed, which will allow the resumption of the processing of payment documents'. The specialist will record the termination of the payment documents in the Records System, and after the expiry of the term will make the mention of the reasons for resuming the termination.
203. During the termination period, the set of payment documents will remain in the management of the CNED Specialist. The resumption of the deadline for processing the payment documents will start from the day when all the identified divergences will be removed.

## 9.6. Termination of rejection of payment documents

204. If the payment documents submitted by the Entrepreneur do not meet all the requirements described in this manual or there is any deviation or discrepancy in the verification process, the processing of the payment documents may be rejected by the specialist responsible for the verification of the payment documents.
205. Payment documents may be rejected by the CNED if:
- The documents submitted do not meet the requirements of the Contract;
  - The works performed do not correspond to the specifications indicated in the Contract;
  - The information submitted by the entrepreneur is erroneous or does not correspond to the information reflected in the verification reports of the CNED specialists;
  - Other specific circumstances, which will be described in detail in the Contract.
206. The CNED specialist will draw up a Note on the rejection of the processing of payment documents and will complete the FAP in the respective compartment, which will be countersigned by the heads of FEESR and DJA, the Deputy Director and approved by the Director. Rejection of payment documents must be made no later than 3 calendar days from the date on which the ground for rejection

arose. Simultaneously, the entrepreneur will be notified about the rejection of payment documents by the CNED Specialist, regardless of the reason for the rejection of .

207. The deadline for rejecting payment documents starts to run from the day of receipt of the notification by the entrepreneur. The exact reason for the rejection will be indicated in the FAP with the following content in the Comments chapter: 'The application for approval of the step is rejected'.

208. The entrepreneur will remove the shortcomings by presenting a new CEPAC. Documentary confirmation of removal will also be attached.

#### 9.7. Amendment of the provisions of the business contracts

209. If during the implementation of the project, volumes or works initially unforeseen in the contract are detected, or there is a need to extend the term of execution, the contractor is obliged to notify the contracting authority (IP CNED) within reasonable deadlines.

210. The Contractor shall not perform any work not provided for in the initial contract without the consent of the CNED.

211. Any modification of the contract will be made by countersigning an additional agreement to the contract.

212. In the event of discrepancies between the tender specifications, the expenditure estimate, the technical project and the actual situation on the site, the economic operator may send a request for discrepancies to the CNED IP, in accordance with the model set out in the Annex to the Operational Manual.

213. Based on the submitted request, the CNED IP ensures, within reasonable deadlines, the convening of an on-site fact-finding committee, which may include, as the case may be:

- Construction site supervisors;
- Technical responsible of the entrepreneur;
- The representative of the construction company;
- Beneficiary representative
- the representative of the CNED (if applicable);
- Other representatives (if applicable)

214. Following the visit, a Statement of Findings shall be drawn up in accordance with the proposed template, which shall record:

- Works accepted for inclusion (if applicable);
- Works accepted for exclusion (if applicable);
- Technical comments and proposed solutions.

215. The request for modification of the contract shall be submitted in accordance with the model in Annex 16 to which the following documents shall be attached:

**When an extension of the deadline is requested:**

- a) The substantiation note, in which the circumstances that determined the need to extend the deadline will be explained;
- b) Confirmation by the site manager contracted by IP CNED of the need to extend the deadline.

**When the modification/adjustment of the expenditure estimate is requested:**

- a) The act/declaration report countersigned by all the parties involved in the execution of the works, namely: the contractor, the technical manager of the contractor, the site manager

- contracted by IP CNED, the designer and the final beneficiary of the project (the manager of the PCA);
- b) The local estimates (form 3, 5, 7) in which all the requested changes will be reflected, countersigned by the specialists involved in the execution and monitoring of the works;
  - c) Other mandatory documents established in accordance with CUC No 434/2023.
216. On the basis of the documents submitted, the subdivisions within the CNED IP responsible for monitoring the proper execution of the works will draw up the Information Note on the recommendation for acceptance or rejection of the amendments
217. The deadline for examining applications submitted by entrepreneurs is maximum:
- **14 days** – for cases where extension of the deadline for execution of works is requested;
  - **30 days** – for cases where modification of expenditure estimates is requested
218. The final decision on the acceptance or rejection of the modifications requested by the entrepreneur will be taken by the procurement working group of IP CNED, based on the following documents:

## X. MONITORING, ARCHIVATION AND POST-FINANCING EVALUATION

### 10.1. Procedure for monitoring the Grant Agreement

219. Monitoring is the set of measures carried out in order to ensure compliance with the implementation of the Financing Contract, compliance with the contractual provisions and to reduce the risks of non-compliant use of financial means.
220. Monitoring the implementation of the provisions of the Financing Contracts means monitoring the aspects related to the implementation of the individual projects financed by the CNED on the basis of the contractual provisions. The role of monitoring becomes even greater as it provides the parties involved in the project process with prior information about the success/progress or failure of the project in order for them to be able to take certain actions in case of need.
221. The basic objectives of monitoring the implementation of the provisions of the Financing Contracts are:
- Ensure that the investment project is implemented in accordance with the requirements of the CNED;
  - Provide intelligence on the progress achieved in achieving planned results and facilitate reporting of these results to the responsible institutions;
  - Informing and alerting the CNED about the deficiencies identified at the project implementation stage, on the basis of which certain actions and adjustments necessary to ensure the compliance and finality of the project are taken in useful terms.
222. By decision of the CNED Director, at the proposal of the Deputy Director, the CNED Specialists, from FEERM and SMCRP, responsible for managing the Financing Contract and monitoring the execution of the works provided for in the project, will be designated.
223. During the monitoring visits, the beneficiary is obliged, according to the contractual conditions, to provide free access to all the goods/raw materials, documents related to the implementation of the project,

224. Monitoring can take place without moving to the site of the works if there is sufficient information and evidence to determine the fulfilment of the obligations assumed by the parties involved in the implementation of energy rehabilitation measures
225. If in the monitoring process were found violations of the provisions of the financing contract and/or those laid down in this MO, the subdivision responsible for monitoring compliance and post-financing risks proposes possible solutions or corrective measures that should be adopted to remedy the situation.
226. Once the monitoring has been completed, the , funding file is directed to archiving. It contains all the documents related to the financing contract, including a tab presenting the list of included documents and the number of pages and other provisions of this MO with reference to archiving files.

## 10.2. Post-implementation monitoring

227. The post-implementation monitoring of the Financing Contract starts from the moment of signing the Acceptance Report at the end of the works and continues throughout the guarantee period of the Financing Contract. During this phase, CNED will collect and analyze the information related to the energy efficiency indicators of the projects obtained as a result of the full implementation of the measures. The detailed procedure is to be developed into a Regulation on post-implementation monitoring.
228. Also, compliance with the beneficiary's obligations to pay 40% of the contribution amount, flat rate or within maximum 2 (two) years from the date of signing the acceptance report at the end of the works, in accordance with the terms of the Financing Contract, shall be monitored.
229. If the beneficiary does not pay within the deadline, the CNED will make a warning notification.
230. In order to ensure the achievement of the energy efficiency indicators forecasted for the projects within the Calls for Project Collection, CNED will include in the Financing Contract provisions regarding the energy efficiency indicators obtained following the implementation of the project compared to the energy efficiency indicators forecasted until the implementation of the project;
231. The Director, through SMCRP specialists, ensures the monitoring of the performance of each project and the collection of relevant data on the indicators of the financing product.
232. By order of the Director of CNED, at the proposal of the Deputy Director or the Head of SMCRP, the Specialist responsible for the post-implementation monitoring of the Financing Contract will be appointed, informing the Beneficiaries.
233. Post-implementation monitoring covers the actions carried out after the reception of works or supplies and includes the term stipulated in the Financing Contract, determined as a period for ensuring the sustainability of the investments made and for carrying out the impact assessment of the project.
234. After the completion of the construction works and the completion of the procedure for transmitting the investment costs/goods/equipment (if applicable), the project beneficiaries will assume the responsibility for ensuring the sustainability of the implemented projects, allocating annually financial resources for the maintenance and operation of the created goods.
235. Project sustainability assurance plans will be developed by the beneficiaries with the support of CNED.

### 10.3. File archiving procedure

236. Archiving is a set of measures carried out in order to keep records and to keep the financing files in safe, integral and confidential conditions provided by the legislation in force.
237. The procedure is to be carried out in accordance with the Internal Regulations of the CNED and in compliance with the normative and legislative provisions in the field.
238. The archiving process provides for the inclusion of the file in the archive register with the assignment of a unique number and ends with the submission of the file to the archive.
239. The financing files of the beneficiaries will be stored also in physical format (paper support) for the period of time provided by the normative acts.
240. All documents included in the financing file will be checked for correctness and compliance with the evidence resulting from the relationship with the beneficiary.
241. In order to ensure the confidentiality of the information contained in the financing file, the access of third persons will be allowed only with the permission of the CNED management, except for the bodies empowered with control functions, according to the provisions of the normative acts.
242. Once archived, the financing files can be taken over only by handover-receipt act approved by the Director.
243. Persons who have access to archived funding files are responsible for their physical integrity.
244. The archiving procedure also refers to the files rejected in the process of implementing the Funding Product.

## XI. FINANCIAL MANAGEMENT

### 11.1. Transfer of funds

245. All payments relating to grants granted from the CNED shall be made by the Ministry of Energy (as appropriate), on the basis of payment requests approved and endorsed by the Director of the CNED and other authorised persons, attaching the supporting documents relating to the project for which payment is requested (copy of tax invoices, beneficiary's supplies, other accounting documents upon request).
246. The records of the sources of formation and use of the budget of the Financing Product are provided by CNED: on the components of the Financing Product, types of financing sources (fund formation) and elements of use of funds (financial incentives) in accordance with the National Accounting Standards, at the request of the Ministry of Energy, according to the budget classification.
247. In the case of transfers made through the Ministry of Energy, it shall systematically ensure that the CNED is informed within a short period of time of the current situation regarding the execution of payments in accordance with the payment requests received.

### 11.2. Administrative financial procedures

248. The CNED keeps a record of each individual funding project in the Register of Funded Projects.

249. All the information related to the projects approved for financing will be included in the project file. The project file shall contain at least the following:
- a) the application for funding, with the documents relating to it;
  - b) the financing contract with its annexes and any subsequent amendments,
  - c) procurement contracts concluded with economic operators, as well as all payment requests submitted by them and approved by the Centre;
  - d) transfers/payments made by CNED;
  - e) correspondence between the CNED and the beneficiary of financial incentives,
  - f) reports on the monitoring of the financing project;
250. The record of progress and final reports shall be recorded in a paper or electronic register, in which at least the following shall be mentioned: date of submission; project number; annexes to the report (file number); name, surname and handwritten or electronic signature of the person responsible; name, surname and function of the person who submitted the report.

### 11.3. Procedures for the transmission of investment costs

251. After the completion of the construction works and the full use of the financial funds allocated to the project, CNED will initiate the procedures for transferring the investment costs resulting from the implementation of the project, in accordance with the legal regulations in force.

### 11.4. Financial control

252. The financial control of the Financing Product is carried out in accordance with the provisions of the CNED Statute, by the Ministry of Energy, the CNED Council, the internal audit subdivision within the CNED, the external audit, other bodies empowered with this right.

## XII. FINAL PROVISIONS

253. If the financial incentives granted are not used according to the purpose of the Financing Product, during the period of validity of the Contract signed by the parties, it is solved unilaterally by CNED, as the entity implementing the Financing Product, with the recovery of the financial means granted in the form of financial incentives.
254. The compulsory return by the Beneficiary/Entrepreneur of the financial means obtained takes place if:
- the financial means have been used contrary to the intended purpose laid down in the Financing Contract;
  - The beneficiary/entrepreneur does not accept, avoids monitoring by the CNED and/or provides documents, false declarations that do not correspond to reality or does not present confirmatory documents;
  - the investment made on account of the financial incentives granted and the own contribution was made in violation of the normative acts, a situation ascertained by the CNED or the competent bodies, after the financial incentives were granted.
255. The return of the financial incentives to the CNED shall be carried out by one of the following methods:
- The beneficiary shall voluntarily transfer the financial means to the CNED account within 10

- days from the date of receipt of the notification to that effect;
- recovery of financial means by bringing an action before the court.
256. All confirmatory documents and/or other documents attached to the file will contain the signature/date/surname/first name (accompanied by the Copy text corresponds to the original) of the CNED official, who has received and verified the documents submitted (concerning the correctness of drawing up, the existence of signatures, the correspondence of the data with the approved investment object, etc.).
257. For all documents submitted with qualified advanced electronic signature, confirmation of verification via the governmental MSign electronic signature service will be attached to the file.
258. The conformity assessment and control of the implementation process of the Financing Product is carried out by the internal audit, in accordance with the order of the Director of CNED issued for this purpose.
259. At any stage of implementation of the Financing Product, in case of non-compliance, violation of the provisions of the Financing Product, the Financing Contract, this MO, other provisions of the normative acts, the subdivisions are obliged to send the files to the DJA in order to take the necessary actions, according to the legal norms.
260. At the time of submission of the file to the DJA, it will additionally contain:
- service note of the subdivision transmitting the file, describing the history of the actions taken, the essence of the infringements, where applicable, the exact calculation of the financial means not covered by confirmatory documents, the delay period, etc.;
  - the list of documents in the Beneficiary's file, with the numbering of each page.
261. The e-mail address indicated in the application documents will be used to communicate with the applicant the result in the process of application, processing, pre-financing evaluation of the financing file and monitoring of the investment project.
262. The MO and its annexes may be modified/updated whenever major changes occur in the implementation system of the Financing Product. These amendments are valid and have legal effect from the moment they are approved by the CNED Council.
263. MO, including subsequent changes, will be brought to the attention of CNED employees, including development partners/financers involved in the implementation of the Financing Product.
264. This MO shall enter into force on the date of approval by the CNED Council.

## ANNEXES

**INTENTION LETTER**

Mr \_\_\_\_\_

Public Institution National Center for Sustainable Energy

**Dear Director,**

With reference to the Call for Proposals for the identification of Associations of tenants that will benefit from energy audit launched by the Public Institution National Center for Sustainable Energy (IP CNED), \_\_\_\_\_ Condominium Owners Association, IDNO \_\_\_\_\_, based in \_\_\_\_\_

\_\_\_\_\_, represented by Ms/Mr \_\_\_\_\_, acting as

\_\_\_\_\_, expresses its interest in participating as an applicant in this call.

We request support for the elaboration of an energy audit of the housing block located at \_\_\_\_\_

At the same time, we are committed to provide access to the premises of the housing block and apartments, as well as additional information necessary for the development of the energy audit.

We confirm that the email address for communication with the representatives of the Association is: \_\_\_\_\_.

In the hope of a positive response from you, we remain available for further clarification.

With respect,

\_\_\_\_\_  
(surname, first name, position)

Signature of \_\_\_\_\_

Data \_\_\_\_\_

**I. GENERAL INFORMATION****Full name of the applicant (association of tenants):****Address of the multi-storey housing block for which the energy audit report will be prepared:**

Does the association have a building audit report? \_\_\_\_ (yes/no)

**ORGANISATIONAL FORM (tick the correct option, CPA – if you have this status, other forms of organisation – if you are in the process of reorganisation in the CPA)**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Association of condominium co-owners (ACC)      |
| <input type="checkbox"/> | Condominium Owners Association (PCA)            |
| <input type="checkbox"/> | Cooperative Housing Construction (CCL)          |
| <input type="checkbox"/> | Association of Privatized Housing Owners (APLP) |
|                          | Other (please specify)                          |

**Contact persons from among the members of the Association's Board of Directors**

| Surname, First Name | Function | Mobile phone | e-mail |
|---------------------|----------|--------------|--------|
|                     |          |              |        |
|                     |          |              |        |

**Information about the Association of Tenants:**

| Description  | Reply |
|--|-------|
| Number of housing blocks under the management of the association |       |
| Total number of owners in condominium                            |       |

**II. INFORMATION ABOUT THE LOCATIVE BLOCK FOR WHICH THE ENERGY AUDIT IS REQUESTED:**

| Description  | Dates, last 3 years                      |  |  |
|--|--|--|--|
| Total number of units                                    |  |  |  |
| Invoice payment discipline (%)<br>(Invoice payment rate) | Thermal energy                           |  |  |
|  | Other invoices issued by the Association |  |  |
| Total number of apartments                               |  |  |  |
| Number of apartments rented                              |  |  |  |
| Number of apartments not inhabited                       |  |  |  |
| Total number of tenants                                  |  |  |  |
| Number of persons with disabilities                      |  |  |  |

**1. Building information**

|                             | Unit of measurement | Value | Comments |
|-----------------------------|---------------------|-------|----------|
| Year of construction        | Year                |       |          |
| *Year of entry into service | An.                 |       |          |
| Number of floors            | Oh, one.            |       |          |

|  |                |  |  |
|--|----------------|--|--|
| Number of stairs                                       | Oh, one.       |  |  |
| Existence of elevator                                  | Yes/No         |  |  |
| Total area of apartments (excluding common use spaces) | m <sup>2</sup> |  |  |
| Number of self-heating apartments                      | Oh, one.       |  |  |
| Area of apartments with self-heating                   | m <sup>2</sup> |  |  |
| Basement/Demisole Existence                            | Yes/no         |  |  |
| Presence of attic/cerdac                               | Yes/no         |  |  |
| Existence of technical floor                           | Yes/no         |  |  |

*\* the buildings proposed for energy rehabilitation were included in operation no later than 2005. Buildings commissioned after this year may also be accepted, provided that they were not thermally insulated at the construction stage, according to the technical execution project / cadastral file have no arrears to the national public budget.*

**2. Energy efficiency measures required for the housing block (tick the options you consider necessary):**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Thermal insulation of external walls  |
| <input type="checkbox"/> | Insulation of the walls of the foundation and base of the building above ground level |
| <input type="checkbox"/> | Thermal insulation of the basement  |
| <input type="checkbox"/> | Thermal insulation of the roof (all types)  |
| <input type="checkbox"/> | Thermal insulation of the floor of the technical floor                                |
| <input type="checkbox"/> | Replacement of exterior doors and/or windows (in common use spaces)                   |
| <input type="checkbox"/> | Upgrading lifts to increase energy efficiency   |
| <input type="checkbox"/> | Renovation of lighting in common areas of the building                                |
| <input type="checkbox"/> | Installation of the heating system with horizontal heat distribution                  |
| <input type="checkbox"/> | Installation or upgrading of the Individual Thermal Point (ITP)                       |
| <input type="checkbox"/> | Installation of photovoltaic/thermal solar panel system on the roof                   |
| <input type="checkbox"/> | Installation of electric car charging stations  |
| <input type="checkbox"/> | Other (please specify)  |

**3. Information on adjacent constructions/annexes of the building (reconstruction of apartments/units) under the management of the association:**

|  |  |
|--|--|
| Number of adjacent constructions                               |  |
| Surface area of adjacent buildings                             |  |
| Destination of construction                                    |  |
| Legal status   |  |
| Cadastral No assigned to the construction                      |  |
| No. of ongoing litigations related to adjacent constructions   |  |
| No. of litigations concluded related to adjacent constructions |  |

**4. Information about the building envelope:**

| Features   | Reply | Comments                 |
|--|-------|--------------------------|
| Exterior wall surface (without windows), m <sup>2</sup>          |       |                          |
| Material of exterior walls                                       |       |                          |
| Thickness of exterior walls, mm                                  |       |                          |
| Thermal insulation of exterior walls Yes/partially/No            |       | If partially – approx. % |
| The surface of all the windows in the apartments, m <sup>2</sup> |       |                          |

|   |  |                          |
|---|--|--------------------------|
| The surface of new double glazing from apartments, m <sup>2</sup>     |  | If partially – approx. % |
| Surface of all windows in common spaces, m <sup>2</sup>               |  |                          |
| The surface of double-glazed windows in common spaces, m <sup>2</sup> |  | If partially – approx. % |
| Roof surface (flat surface), m <sup>2</sup>                           |  |                          |
| Roof condition<br>good/satisfactory/bad                               |  |                          |
| Basement area, m <sup>2</sup>   |  |                          |

**5. Thermal and domestic hot water (HWW) supply system:**

- Thermal energy source: \_\_\_\_\_ (centralized thermal energy supply system (SACET), natural gas boiler at building level, individual natural gas boilers in apartments)
- For buildings connected to SACET:
  - Is it an individual thermal point? \_\_\_\_\_ (yes/no)
  - Is the heating system horizontally distributed? \_\_\_\_\_ (yes/no)
- Is there an ACM supply system in the building? \_\_\_\_\_ (yes/no)
- Is the building level ACM system functional/used? \_\_\_\_\_ (yes/no)
- Is there an ACM recirculation pipeline? \_\_\_\_\_ (yes/no)
- Source of ACM: \_\_\_\_\_ (central heating point, individual heating point, block heating plant, electric heaters installed at apartment level, solar collectors).

**6. Information on municipal service providers:**

|  |                    |               |
|--|--------------------|---------------|
|  | Type of service    | Supplier name |
|  | Electricity        |               |
|  | Natural gas        |               |
|  | Thermal energy     |               |
|  | Domestic hot water |               |

**7. Projects implemented by the Association, with a value of more than 50 thousand lei within the condominium (association), in the last 7 years**

| No   | Project name | Beneficiary | Project Amount (MDL) | Association's contribution to the project, MDL | Implementation period (years) | Describe the main problems you faced during the project implementation process, if any |
|------|--------------|-------------|----------------------|--|-------------------------------|--|
| 1    |              |             |                      |  |                               |  |
| Etc. |              |             |                      |  |                               |  |

**8. Information on the economic activity of the association (data to be presented from the balance sheet):**

| No | Year | Revenue, MDL | Expenses, MDL | Owner Debts, MDL |
|----|------|--------------|---------------|------------------|
| 1  | 2021 |              |               |                  |
| 2  | 2022 |              |               |                  |
| 3  | 2023 |              |               |                  |

**9. Indicate the estimated cost of the Energy Audit Report**

|                                  |  |
|----------------------------------|--|
| Total block area, m <sup>2</sup> |  |
|----------------------------------|--|

|  |  |
|--|--|
| *Specific estimated cost, lei/m <sup>2</sup> |  |
| Estimated cost, lei                          |  |

*\* Estimated cost is determined according to a simplified methodology, available on the CNED IP webpage*

**10. Indicate the amount available in the Reserve Fund of the Residents Association at the end of the month**  
 \_\_\_\_\_ lei.

Indicate the amount of the monthly contribution to the development and repair fund/savings fund/reserve fund of the \_\_\_\_\_ Association MDL or MDL/m<sup>2</sup>

***When submitting the request to participate, the PCA must demonstrate that it has sufficient estimated financial resources in its accounts to cover the estimated cost of the Energy Audit Report, calculated on the basis of the cost per m<sup>2</sup> of the total area of the housing block. The estimated cost is determined according to a simplified methodology, available on the CNED IP webpage.***

Person responsible for filling in the form:

First name, last  
name

Contact  
number

Date

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONFORMITY REPORT****(Component I – Energy audit)****2. GENERAL INFORMATION**

|  |  |
|--|--|
| Project No   |  |
| Full name of the applicant (association of tenants):                                   |  |
| Address of the multi-storey housing block for which the energy audit will be prepared: |  |
| First name(s) of Administrator   |  |
| Contact No   |  |
| Email address  |  |

**II. LIST OF DOCUMENTS**

|   |                                     |  |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Letter of Intent   |
| 2 | <input checked="" type="checkbox"/> | Completed application form   |
| 3 | <input checked="" type="checkbox"/> | Decision of the Board of Directors of the Association or Decision of the General Assembly of the Association on the approval of the decision by at least 2/3 of the members of the condominium to participate in this call for energy audit of the building; |
| 5 | <input checked="" type="checkbox"/> | Extract from the State Register of Legal Entities;   |
| 6 | <input checked="" type="checkbox"/> | Decision on the registration of data changes in the State Register of Legal Entities (composition of members of the Board of Directors);   |
| 7 | <input checked="" type="checkbox"/> | Bank statement on the existence and balance of the Reserve/Savings/Development and Repair Fund, including showing that it has sufficient estimated financial resources in its accounts to cover the estimated cost of the Energy Audit Report,.              |
| 8 | <input type="checkbox"/>            | Statement on payment of the contribution from the cost of energy audit services  |
| 9 | <input type="checkbox"/>            | Other (please specify)   |

**III. COST OF THE ENERGY AUDIT REPORT**

|                                  |  |
|----------------------------------|--|
| Total block area, m2             |  |
| *Specific estimated cost, lei/m2 |  |
| Estimated cost, lei              |  |

**III. CONCLUSIONS AND RECOMMENDATIONS**

|  |
|--|
|  |
|--|

Senior Specialist, File Receiving  
and Processing Section

\_\_\_\_\_

(signature)

\_\_\_\_\_  
(date of signature of the  
document)

Head, File Receipt and  
Processing Section

\_\_\_\_\_

(signature)

\_\_\_\_\_  
(date of signature of the  
document)

Deputy Director, IP CNED

\_\_\_\_\_

(signature)

\_\_\_\_\_  
(date of signature of the  
document)

**EVALUATION REPORT****(Component I – Energy audit)****I. GENERAL INFORMATION**

|  |  |
|--|--|
| Project No   |  |
| Full name of the applicant (association of tenants):                                   |  |
| Address of the multi-storey housing block for which the energy audit will be prepared: |  |
| First name(s) of Administrator   |  |
| Contact No   |  |
| Email address  |  |

**II. RECEIVING AND PROCESSING SECTION CONCLUSIONS**

|  |
|--|
|  |
|--|

**III. ASSESSMENT GRILE**

| Criteria   | References             | Brief description | Score (where applicable) |
|--|------------------------|-------------------|--------------------------|
| Form of organisation   | APC/CCL/APLP/ACC       |                   |                          |
| Proof of initiation of the reorganization process (for ACC/CCL/APLP)   | Yes/No/Not applicable  |                   |                          |
| Level of payment of thermal energy invoices and other invoices issued by the association (average over the last 3 years) | %                      |                   |                          |
| Experience in implementing projects larger than 50 thousand MDL  | No.                    |                   |                          |
| Existence within the association of monthly contributions to the reserve fund  | Yes/No (RON/apartment) |                   |                          |
| Decision of the General Assembly of the Association on Energy Rehabilitation of the Building                             | Yes/No                 |                   |                          |
| Building connected to the district heating system (SACET)  | Yes/No                 |                   |                          |
| Existence of the Individual Thermal Point within the heating system of the multi-storey housing block                    | Yes/No                 |                   |                          |
| Year of commissioning of the block   | Not later than 2005*   |                   |                          |
| Illegal constructions at the housing block   | Existence/missing      |                   |                          |
| Statement on payment of the contribution from the cost of energy audit services  |                        |                   |                          |
| <b>Total</b>   |                        |                   |                          |

*Buildings put into service after this year can also be accepted, provided that they were not thermally insulated at the construction stage, according to the technical execution project / cadastral file have no arrears to the national public budget*

3.1. Applicant is eligible ?

YES

NO

3.2. Recommended by:-

---

#### IV. ESTIMATE VALUE OF SERVICES

|   |  |
|---|--|
| Total block area, m2                                  |  |
| *Specific estimated cost, lei/m2                      |  |
| Energy audit services, lei                            |  |
| Estimated actual contribution of the beneficiary, lei |  |
| Grant IP CNED, lei                                    |  |

#### IV. CONCLUSIONS AND RECOMMENDATIONS

Senior Specialist, Compliance Assessment and  
Pre-financing Risks Section

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the  
document)

Head, Compliance Assessment and Risks Pre-  
financing Section

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the  
document)

## Evaluation sheet

## 1. GENERAL INFORMATION

|   |  |
|---|--|
| Name of the service company   |  |
| Name of energy auditors   |  |
| Full name of tenant association   |  |
| Address of the multi-storey housing block(s) for which the energy audit was prepared: |  |

## 2. CONFORMITY

| No. | Main stages of auditing public buildings   | Information submitted in accordance with the approved template |           |    | Comments for the Auditor |
|-----|--|--|-----------|----|--------------------------|
|     |  | Yes  | Partially | No |                          |
| 1   | The energy audit report is presented in accordance with the official structure of the audit template   |  |           |    |                          |
| 2   | Sufficient description of the building has been provided, including definitions of destination, occupation   |  |           |    |                          |
| 3   | Sufficient description of the building envelope including photographs of the building (including numerical values) has been provided   |  |           |    |                          |
| 4   | The information provided is suitable for carrying out the indicative test on the correctness of the thermal properties   |  |           |    |                          |
| 5   | The report shall provide a sufficient description (including numerical values) of the building engineering systems providing heating, cooling, ventilation and hot water services. |  |           |    |                          |
| 6   | Visual representation of the existing building was included in the audit report  |  |           |    |                          |
| 7   | The information provided is suitable for carrying out the indicative test on the consistency of the building geometry  |  |           |    |                          |
| 8   | Energy consumption data for the last three years   |  |           |    |                          |
| 9   | The information provided is suitable for carrying out the indicative test on specific energy consumption   |  |           |    |                          |
| 10  | Duration of heating/cooling seasons in days  |  |           |    |                          |
| 11  | List of energy consumption assumptions within the building that have been used to determine, divide and aggregate energy consumption   |  |           |    |                          |
| 12  | Graphical representation of energy consumption was included in the audit report  |  |           |    |                          |
| 13  | Description of the purpose of the measurements and type of unknown information to be obtained by means of the measurements   |  |           |    |                          |
| 14  | List of devices used to measure the energy parameters that have been used  |  |           |    |                          |

|       |  |  |  |  |  |
|-------|--|--|--|--|--|
| 15    | Results of energy parameter measurements in graphs and tables (temporary measurements) (if applicable)   |  |  |  |  |
| 16    | Analysis of energy parameters obtained by means of temporary measurements (if applicable)  |  |  |  |  |
| 17    | Technical analysis of energy consumption, indicating the aspects that have the greatest and least impact on consumption  |  |  |  |  |
| 18    | Provision of electricity consumption balance   |  |  |  |  |
| 19    | Provision of the heat consumption balance  |  |  |  |  |
| 20    | Provision of fuel consumption balance (if applicable)  |  |  |  |  |
| 21    | Recalculated heat balance for the standard heating season  |  |  |  |  |
| 22    | Attribution of energy losses to a specific element of the building envelope  |  |  |  |  |
| 23    | Assessment of the current situation of engineering systems, determining energy losses in the system  |  |  |  |  |
| 24    | Recalculation of the current consumption of heat consumed to heat the room in a standard heating season  |  |  |  |  |
| 25    | Technical measures to reduce energy consumption have been selected   |  |  |  |  |
| 26    | Organisational measures (energy management) to reduce energy consumption proposed  |  |  |  |  |
| 27    | Arguments for recommending specific energy saving measures were presented in the report  |  |  |  |  |
| 28    | Calculation of potential savings of selected energy saving measures  |  |  |  |  |
| 29    | Investments for energy saving measures. Market prices for construction resources, commercial offers  |  |  |  |  |
| 30    | The economic properties of energy saving measures were presented in the report   |  |  |  |  |
| 31    | The information provided is suitable for carrying out the indicative test of the correctness of investments  |  |  |  |  |
| 32    | The audit report provides a list of methodologies and regulations in place to carry out the energy audit   |  |  |  |  |
| 33    | Declare that the energy audit report is submitted in accordance with the Regulation on the Energy Auditors and the Energy Audit approved by Government Decision 676/2020 |  |  |  |  |
| Total |  |  |  |  |  |

### 3. CONCLUSIONS ON THE COMPLIANCE OF THE ENERGY AUDIT REPORT WITH THE APPROVED CHAMBER

|  |
|--|
|  |
|--|

**Developed**

|  |  |                 |  |             |        |
|--|--|-----------------|--|-------------|--------|
| Senior Specialist Policy Implementation and Monitoring Directorate |  |                 |  |             |        |
|  |  | (Name, Surname) |  | (Signature) | (Date) |

**Targeted**

|  |  |                 |  |             |        |
|--|--|-----------------|--|-------------|--------|
| Head of Policy Implementation and Monitoring Directorate |  |                 |  |             |        |
|  |  | (Name, Surname) |  | (Signature) | (Date) |

**Coordinated**

|                 |  |                 |  |             |        |
|-----------------|--|-----------------|--|-------------|--------|
| Deputy Director |  |                 |  |             |        |
|                 |  | (Name, Surname) |  | (Signature) | (Date) |

## Compliance Report of the Energy Audit Report

## 4. GENERAL INFORMATION

|   |  |
|---|--|
| Name of the service company   |  |
| First name, last name energy auditors   |  |
| Full name of the tenant association   |  |
| Address of the multi-storey housing block(s) for which the energy audit was prepared: |  |

## 5. CONCLUSIONS ON THE CONFORMITY OF THE ENERGY AUDIT REPORT WITH THE APPROVED CHAMBER (FROM THE AUDIT EVALUATION SHEET):

|  |
|--|
|  |
|--|

## 6. COMPLIANCE OF THE ENERGY AUDIT REPORT WITH THE FINANCE PRODUCT REQUIREMENTS:

| Requirement  | Compliance (YES/NO) | Comments |
|--|---------------------|----------|
| a) The measures proposed for implementation can be found in the types of measures eligible for funding specified in point 1.12.  |                     |          |
| b) The measures proposed for implementation shall comply with the specific eligibility requirements for energy renovation measures for the housing block set out in point 1.12 of the financing product;   |                     |          |
| c) The measures proposed for implementation correspond to the main project indicators for each category of measures in Table 2 of point 2.2 of the financing product;  |                     |          |
| d) Corresponds to the type and characteristics of the materials and equipment proposed to the minimum technical requirements specified in the Requirements and minimum technical specifications for energy efficiency works and promotion of renewable energy sources; |                     |          |

## 7. CONCLUSIONS AND RECOMMENDATIONS:

Senior Specialist, Residential Energy Efficiency  
Fund Directorate

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the  
document)

Head, Residential Energy Efficiency Fund  
Directorate

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the  
document)

## REQUEST FOR FUNDING

**To:** National Center for Sustainable Energy

**Subject:** Accessing funding for Component II – Project documentation

**[Date]**

**1. Information about the CPA and the housing block:**

|   |  |
|---|--|
| Full name of the applicant (association of tenants):  |  |
| Address of the multi-storey housing block for which it is requested to finance the development of project documentation and the implementation of energy rehabilitation measures: |  |
| First name(s) of Administrator  |  |
| Contact details of the Administrator  |  |
| Email address   |  |

**2. Beneficiary of Component I – Energy audit**

YES  NO

**3. Measures for energy rehabilitation of the housing block proposed for implementation (from those recommended in the energy audit report of the housing block):**

| Name of measures | Surfaces/volumes |
|------------------|------------------|
|                  |                  |
|                  |                  |
|                  |                  |

**4. Estimated cost of project implementation (based on those specified in the energy audit report):**

|  |  |
|--|--|
| <b>Estimated total cost of project implementation, MDL:</b>  |  |
| <b>Requested amount of financial incentives, MDL [70% of total project cost]</b>   |  |
| <b>Estimated value of APC Contribution for project implementation, MDL [30% of total project cost]</b>   |  |
| <b>Including: Estimated value of the CPA Contribution for the elaboration of project documentation, MDL: [10% of the total cost of elaboration of project documentation]</b> |  |
| <b>Source of CSA contribution: [CSA repair and development fund, personal contributions of CSA members, etc.]</b>  |  |

**5. Declaration on the absence of arrears to the national public budget**

I hereby declare that the PCA referred to above at the time of submission of the Application has no arrears vis-à-vis the national public budget.

## 6. Declaration on social responsibility

I hereby declare that the PCA referred to above at the time of submission of the Application:

- No cases of forced labour were recorded.
- We respect the freedom of assembly within the Association, ensuring that the meetings of the General Assembly and the Council are conducted in accordance with the legislation, and the right to the assembly of the members of the Association is respected.
- We ensure equal pay for women and men performing work of equal value, preventing any form of discrimination.
- We use the work of minors under legal and regulatory conditions.
- We respect the health and safety of our employees and members.
- We recognise the employment of persons with disabilities and take steps to create favourable mobility conditions for them.
- We do not violate the rights of disadvantaged people or families.

## 7. Corporate Governance Statement

I hereby declare that under the above-mentioned PCA:

- All governing bodies shall be constituted and functional in accordance with the Statute, including:
  - General Assembly/Assembly with Special Interest (functional or not)
  - Council
  - The Censor or the Commission of Censors
- The rules for participation and decision-making shall be complied with in accordance with the provisions of the legislation and the Statute.

### Annexes:

- Energy audit report;
- Decision of the General Assembly of the PCA approving the implementation of the list of energy rehabilitation measures for the housing block for which it is requested to offer financial incentives under the FEERM, the amount of the beneficiary's contribution (separately for the technical project and for the works to implement energy rehabilitation measures), as well as the way in which it is financed (equity / attachment funds, bank or non-bank credit, by development partners, local public administration authorities, other sources not prohibited by legislation and financing products);

With respect,

\_\_\_\_\_  
(surname, first name, position)  
Signature of \_\_\_\_\_

**Compliance report  
(Component II – Project documentation)**

**i. GENERAL INFORMATION**

|   |  |
|---|--|
| File number   |  |
| Full name of the applicant (association of tenants):  |  |
| Address of the multi-storey housing block for which the FEERM financial incentives are requested for the development of project documentation and the implementation of energy rehabilitation measures: |  |
| Name and surname of the Administrator:  |  |
| Contact phone:  |  |
| Email address:  |  |

Is the applicant a beneficiary of Component I – Energy audit?

YES

NO

**ii. LIST OF DOCUMENTS**

|   |                                     |   |
|---|-------------------------------------|---|
| 1 | <input checked="" type="checkbox"/> | Application for funding (Annex 10);   |
| 2 | <input checked="" type="checkbox"/> | Energy audit report;  |
| 3 | <input checked="" type="checkbox"/> | Decision of the General Assembly of the PCA approving the implementation of the list of energy rehabilitation measures for the housing block for which it is requested to offer financial incentives under the FEERM, the amount of the beneficiary's contribution (separately for the technical project and for the works to implement energy rehabilitation measures), as well as the way in which it is financed (equity / attachment funds, bank or non-bank credit, by development partners, local public administration authorities, other sources not prohibited by legislation and financing products); |
| 5 | <input type="checkbox"/>            | Other (please specify)  |

If NO to 1.2. then fill in:

|   |                                     |  |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Completed application form   |
| 2 | <input checked="" type="checkbox"/> | Decision of the Board of Directors of the Association or Decision of the General Assembly of the Association on the approval of the decision by at least 2/3 of the members of the condominium to participate in this call for energy audit of the building; |
| 3 | <input checked="" type="checkbox"/> | Extract from the State Register of Legal Entities;   |

|   |                                     |  |
|---|-------------------------------------|--|
| 4 | <input checked="" type="checkbox"/> | Decision on the registration of data changes in the State Register of Legal Entities (composition of members of the Board of Directors); |
| 5 | <input checked="" type="checkbox"/> | Bank statement on the existence and balance of the Reserve/Savings/Development and Repair Fund, or other document proving this fact.     |
| 6 | <input type="checkbox"/>            | Other (please specify)   |

### III. CONCLUSIONS AND RECOMMENDATIONS

Senior Specialist, File Receiving and Processing Section

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

Head, File Receipt and Processing Section

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

Deputy Director, IP CNED

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

**Evaluation report  
(Component II – Project documentation)**

**I. GENERAL INFORMATION**

|   |  |
|---|--|
| File number   |  |
| Full name of the applicant (association of tenants):  |  |
| Address of the multi-storey housing block for which the FEERM financial incentives are requested for the development of project documentation and the implementation of energy rehabilitation measures: |  |
| Name and surname of the Administrator:  |  |
| Contact phone:  |  |
| Email address:  |  |

Is the applicant a beneficiary of Component I – Energy audit?

YES

NO

**II. RECEIVING AND PROCESSING SECTION CONCLUSIONS**

|  |
|--|
|  |
|--|

**III. GENERAL BUILDING DATA**

| <b>Feature</b>                                      | <b>Value/Information</b> |
|---|--------------------------|
| Year of construction                                |                          |
| Number of levels                                    |                          |
| Number of apartments                                |                          |
| The heating source of the apartments                |                          |
| Domestic hot water preparation and supply system    |                          |
| Ventilation and conditioning system                 |                          |
| Lighting system in common spaces                    |                          |
| Lifts   |                          |
| Annual consumption by type of energy resources, kWh |                          |

**IV. EVALUATION OF THE ELIGIBILITY OF THE LOCATIVE ENERGY REABILITY PROJECT:****4.1. Assessment of technical feasibility**

4.1.1. The measures proposed for implementation and the energy savings expected to be achieved in their implementation:

| <b>Measure name</b> | <b>Information from the Energy Audit Report</b> | <b>Requirement in the financing product</b> |
|---------------------|---|---|
|                     |   |   |

|  | Area/installation power/etc. | Energy savings (under standardised conditions, kWh/year | Energy savings (under standardized conditions, % | Energy savings (based on standardised conditions, % | Conformity with Product [Yes/No] |
|--|------------------------------|---|--|---|----------------------------------|
|  |                              |   |  |   |                                  |

4.1.2. Relevance of the proposed solutions (measures):

| No. | Requirement  | Yes/No | Comments |
|-----|--|--------|----------|
| 1   | The proposed solutions are relevant to the specific needs of the building(s)   |        |          |
| 2   | The solutions proposed are to be found in the types of measures eligible for financing specified in point 1.12 of the financing product. |        |          |
| 3   | The solutions promoted demonstrate a minimum level of energy savings depending on the category of measures proposed for implementation   |        |          |

4.1.3. Correlation of Materials and Equipment:

| No. | Requirement  | Yes/No | Comments |
|-----|--|--------|----------|
| 1   | Do the proposed materials meet the minimum technical requirements specified? |        |          |
| 2   | Do the proposed equipment meet the minimum technical requirements specified? |        |          |

3.1.4. Is the project technically feasible?

YES  NO

3.1.5. Recommended by:-

---

**4.2. Assessment of economic and financial feasibility**

4.2.1. Economic project indicators for categories of measures:

| Measure name | NPV determined at discount rate $i=4%$ (lei) |                                    |                     | DRI (years)                          |                                    |                     |
|--------------|--|------------------------------------|---------------------|--------------------------------------|------------------------------------|---------------------|
|              | According to the Energy Audit Report         | According to the financing product | Compliance (YES/NO) | According to the Energy Audit Report | According to the financing product | Compliance (YES/NO) |
|              |  |                                    |                     |                                      |                                    |                     |

4.2.2. Compliance with the Beneficiary's contribution assurance:

|  |  |
|--|--|
| Estimated total cost of project implementation, MDL: |  |
|--|--|

|   |  |
|---|--|
| Requested amount of financial incentives, MDL [70% of total project cost]   |  |
| Estimated value of APC Contribution for project implementation, MDL [30% of total project cost]   |  |
| Including: Estimated value of the CPA Contribution for the elaboration of project documentation, MDL: [10% of the total cost of elaboration of project documentation] |  |
| Source of CSA contribution: [CSA repair and development fund, personal contributions of CSA members, etc.]  |  |

Is the project economically and financially feasible?

YES

NO

Recommendations:

#### 4.3. Assessment of social, environmental and governance responsibility requirements

##### 4.3.1. Environmental Responsibility Requirements

| Measure name | Estimated reduced CO2 emissions as a result of implementation (tCO2/year) | Implementation of the measure will lead to reduction of CO2 emissions (YES/NO) |
|--------------|---|--|
|              |   |  |
|              |   |  |
|              |   |  |
| Total        |   |  |

##### 4.3.2. Social Responsibility Requirements

•demonstrating compliance with social rights and in the decision-making process of the association, according to the normative framework and agreements with development partners, according to the self-declaration or other known information:

|   |   |
|---|---|
| No cases of forced labour were recorded   | Yes/No<br>(Yes – positive, No – negative) |
| Respects the freedom of assembly within the Association (the meetings of the General Assembly and the Council are held in accordance with the legislation, the right to assemble the members of the Association is respected) | Yes/No<br>(Yes – positive, No – negative) |
| Equal pay for men and women performing work of equal value (discrimination)   | Yes/No<br>(Yes – positive, No – negative) |
| The work of minors is used  | Yes/No<br>(No – positive, Yes – negative) |
| Respect for the health and safety of employees and members  | Yes/No<br>(Yes – positive, No – negative) |
| Employment of persons with disabilities is allowed  | Yes/No<br>(Yes – positive, No – negative) |
| Take measures to create favourable mobility conditions for persons with disabilities  | Yes/No<br>(Yes – positive, No – negative) |
| Does not violate the rights of disadvantaged persons or families  | Yes/No                                    |

|  |                                 |
|--|---------------------------------|
|  | (No – positive, Yes – negative) |
|--|---------------------------------|

#### 4.3.3. Corporate Governance Requirements

- compliance of the governance structure of associations with the provisions of Law no.187/2022 on condominium:

|  |                            |
|--|----------------------------|
| It is registered condominium in the state register of legal persons according to Law no. 220/2007 on the state registration of legal persons and individual entrepreneurs. (at ASP)  | Yes/No                     |
| All management bodies are constituted and functional (according to the Statute):<br><ul style="list-style-type: none"> <li>- General Assembly/Assembly with special interest (functional or not);</li> <li>- the Board;</li> <li>- the Censor or the Board of Censors</li> </ul> | Yes/No<br>Yes/No<br>Yes/No |
| Compliance with participation and decision-making regulations according to the provisions of the legislation (according to the Statute)  | Yes/No                     |

| Measure name   | Yes/No |
|--|--------|
| Correlation of the governance structure of associations with the provisions of Law no.187/2022 on condominium; |        |
|  |        |

Is the project **socially, environmentally and governanceally** feasible?

YES

NO

Recommendations:

#### 5. FINAL CONCLUSIONS AND RECOMMENDATIONS:

Senior Specialist, Compliance Assessment and Pre-financing Risks Section

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

Head, Compliance Assessment and Risks Pre-financing Section

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

Project Documentation Compliance Report

1. GENERAL INFORMATION

|   |  |
|---|--|
| Name of the service company   |  |
| Full name of the tenant association   |  |
| Address of the multi-storey housing block(s) for which the energy audit was prepared: |  |

2. CONFORMITY OF THE PROJECT DOCUMENT WITH THE REQUIREMENTS OF THE FINANCE PRODUCT:

| Requirement   | Compliance (YES/NO) | Comments |
|---|---------------------|----------|
| a) Compliance with the provisions included in the tender specifications for the procurement of project documentation development services   |                     |          |
| b) Compliance with the provisions of the Urbanism and Construction Code No 434/2023;  |                     |          |
| c) Compliance with the provisions of the construction normative document NCM A. 07.02-2012 'Procedure for development, approval, approval and framework content of the construction project documentation. Main requirements and provisions'; |                     |          |
| e) Compliance with minimum technical requirements and specifications for energy efficiency works and promotion of renewable energy sources.   |                     |          |

3. CONCLUSIONS AND RECOMMENDATIONS:

Senior Specialist, Residential Energy Efficiency Fund Directorate

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

Head, Residential Energy Efficiency Fund Directorate

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature of the document)

## Model Antecontract

ANTECONTRACT No \_\_\_\_\_

'\_\_\_\_\_' \_\_\_\_\_ 202\_

mun. Chisinau

**I. CONTRACTING PARTIES**

**Public Institution 'National Centre for Sustainable Energy', hereinafter referred to** as 'CNED Centre or IP', operating in accordance with Government Decision No 1060/2023 on the organisation and functioning of the Public Institution 'National Centre for Sustainable Energy', registered in the Republic of Moldova under State identification number **1011601000099**, represented by the Director – Mr \_\_\_\_\_, on the one hand, and

Condominium Owners' Association No \_\_\_\_\_ (A.P.C. No .....), hereinafter referred to as the 'Beneficiary', registered in the Republic of Moldova under the state identification number \_\_\_\_\_, represented by the administrator – Mr/Dna \_\_\_\_\_, on the other hand, both hereinafter referred to as the 'Parties' or individually as the 'Party', acting on their free consent, have agreed to enter into this pre-contract under the following conditions:

**II. OBJECTIVE OF THE ANTECONTRACT**

**2.1.** The parties will conclude a financing contract, whereby the Centre will commit to the Beneficiary to partially cover the eligible costs related to the implementation of the energy rehabilitation project of the housing block, and the Beneficiary will commit to CNED IP to transfer its own contribution to the implementation of the project according to the conditions set out in the financing contract.

**2.2.** The contract will be concluded to finance the project on increasing energy efficiency and harnessing renewable energy sources in the housing block and reducing the energy vulnerability of household consumers living in it, of Beneficiary A.P.C. No. \_\_\_\_\_.

**III. GENERAL CONDITIONS FOR THE END OF THE CONTRACT**

**3.1.** The financing contract will be concluded under the following general conditions:

- a) The Centre shall provide financial incentives from the financial means of the FEERM Programme in the form of:
- Grant – 70% of the value of the eligible investment;
  - Allowance – for owners within the condominium administered by the Beneficiary, covering no more than 90% of the value of their contribution, depending on the energy vulnerability category of the unit to which each owner belongs in the condominium administered by the Beneficiary.

The financial incentives for the measures approved for financing, in accordance with the approved financing product, will be provided on the basis of the Financing Contract, signed by IP CNED and the

Beneficiary, within the limits of the financial means available in the budget of IP CNED, for the aforementioned financial incentives.

- b) The financing product shall consist of the following distinct and consecutive steps:
- Component II — Estimate documentation;
  - Component III – Construction works.
- c) The cost of the project documentation is borne by the CNED IP, with the exception of the Beneficiary's contribution to the technical project.
- d) The Beneficiary's contribution for the project documentation constitutes 10% of the cost of developing the project documentation and is paid by the Beneficiary to IP CNED, within 10 days from the date of signing the financing contract between IP CNED and the Beneficiary, for developing the project documentation and carrying out the works for the implementation of the energy rehabilitation measures of the housing block.
- e) The beneficiary participating in Component II shall also be obliged to participate in Component III — Construction works. The beneficiary not participating in Component III - Construction works shall pay the remaining value of the cost of the project documentation, after deducting from the total cost of the project documentation the beneficiary's contribution paid for the project documentation.
- f) The deadlines for payment to CNED IP of the Beneficiary's actual contribution to the financial investment are:
- 30% of the amount of the actual contribution - within 10 days from the date of signing the additional agreement to the financing contract. The payment made by the Beneficiary under Component II, specified in letter d) of this pre-contract, shall be considered as part of the advance;
  - 30% of the value of the actual contribution - within 10 days from the date of signing the acceptance report at the end of the works;
  - 40% of the actual contribution – within a maximum of 2 (two) years from the date of signature of the acceptance report at the end of the works.

**3.2.** The parties will conclude the financing contract after contracting the project documentation services performed by IP CNED.

**3.3.** Expenditure ineligible for financing shall constitute:

- costs for the purchase of goods and services or their share covered by other assistance programmes/projects and/or state subsidies;
- costs incurred before the application for funding is submitted by the applicant, with the exception of the costs of services for the preparation of energy audit reports carried out by a qualified energy auditor and registered in the Electronic Register of Energy Auditors and the costs of design services;
- costs for the purchase of second-hand goods, except as provided for in the operational manual for the implementation of the FEERM Programme;
- taxes and duties not included in the value of the goods, according to the financial statements, excluding VAT;
- rental payments for premises and equipment not necessary for the implementation of projects financed under the EMFF Programme;
- consumables and administrative expenditure incurred by the beneficiary;
- remuneration expenses for members of the management bodies and employees of the association;
- costs related to spatial planning, operation of facilities, maintenance and repair of the building, except those referred to in point 2.3, fourth indent of the Energy Efficiency Financing Product for housing blocks;

- purchase of land and buildings;
- purchase of vehicles for the needs of the association, members of the management bodies and employees of the association.

#### **IV. CESSION**

**4.1.** This pre-contract in its entirety, as well as all rights and obligations arising from its implementation, cannot be the subject of assignment.

#### **V. Final Clauses**

**5.1.** This pre-contract shall be deemed concluded on the date of its signature by both Parties and shall be valid until the signature of the financing contract.

**5.2.** This pre-contract is the basis for initiating the contracting of project documentation development services by the Centre.

**5.3.** Until the signing of the financing contract, the Beneficiary will send to the Center a notification confirming the opening of the bank account in order to collect the contribution from each owner in the condominium administered by the Beneficiary.

**5.4.** The general conditions of the pre-contract may be supplemented by additional conditions or may be amended only by an additional agreement in writing and signed by the Parties.

**5.5.** The ante-contract shall be governed and interpreted in accordance with the legislation of the Republic of Moldova, and in unregulated matters, the Parties shall be guided by the legal provisions established by the normative acts of the Republic of Moldova.

**5.6.** Any divergence arising from this pre-contract shall be settled by the Parties amicably, and if no common agreement is reached, in the order established by the legislation in force in the Republic of Moldova.

**5.7.** The preliminary contract shall be drawn up in Romanian, in two original copies, one for each Contracting Party, having the same legal force.

#### **VI. REQUIREMENTS AND SIGNATURES OF THE PARTIES**

|  |  |
|--|--|
| <b>Public institution "National Centre for Sustainable Energy"</b> | <b>Association of Owners in Condominium no. ....</b> |
| Director   | <b>Administrator</b>                                 |
| _____  | _____  |
| <b>L.S.</b>  | <b>L.S.</b>  |

**FUNDING CONTRACT No \_\_\_\_\_**

'\_\_\_\_\_' \_\_\_\_\_ 202\_

mun. Chisinau

**I. CONTRACTING PARTIES**

**The public institution 'National Centre for Sustainable Energy'**, hereinafter referred to as 'the Centre', which is organised and operates in accordance with Government Decision No 1060/2023 on the organisation and functioning of the public institution 'National Centre for Sustainable Energy' (hereinafter referred to as 'the Centre'), registered in the Republic of Moldova under State identification number **1011601000099**, represented by the Director – \_\_\_\_\_, on the one hand,

and

**Condominium Owners' Association No \_\_\_\_\_** of \_\_\_\_\_, hereinafter referred to as the 'Beneficiary', registered in the Republic of Moldova under the state identification number \_\_\_\_\_, represented by the administrator – Ms/Mr \_\_\_\_\_, of the other part,

both hereinafter referred to as the "Parties" or individually as the "Party", acting upon their free consent, have agreed to conclude this Funding Agreement (hereinafter referred to as the "Agreement") under the following conditions.

**II. INTERPRETATIONS AND ABBREVIATIONS**

**2.1.** In the Contract, the following terms shall be construed as follows:

- 1) *Project* – investment project, financed by the Beneficiary and the Centre, under the conditions laid down by the Energy Efficiency of Housing Blocks Financing Product, approved by the CNED IP Board, which aims to implement energy rehabilitation measures for the housing block;
- 2) *energy renovation measures* – energy efficiency measures and the recovery of renewable energy sources, as well as repair or installation works, which are strictly necessary to protect or facilitate the implementation of the measures;
- 3) *financial incentives* – non-reimbursable financial support granted to the Beneficiary from the financial means of the FEERM Programme to finance the Project, subject to compliance with the terms of this Contract;
- 4) *grant* – financial contribution made available to the Beneficiary by the Centre, under the FEERM Programme, for the implementation of the Project;

- 5) *Additional agreement* – document amending or supplementing the terms and conditions of the Contract;
- 6) *notification* – transmission by one Party to the other of any document, address, communication, notice, submission of a request, claim, notice, response, relating to the performance of the provisions of the Contract and related guarantees;
- 7) *FEERM Programme* - Financing Programme of the Energy Efficiency Fund in the Residential Sector of the Republic of Moldova approved by Government Decision 251/2024;
- 8) *Financing product* - the financing product Energy efficiency of housing blocks, approved by the IP CNED Council and intended for accessing and granting financial incentives from the financial means of the FEERM Program, for financing energy efficiency measures and the exploitation of renewable energy sources in housing blocks in the Republic of Moldova;
- 9) *Beneficiary's actual contribution* – financial contribution covered by equity, bank loan/credits, other sources (development partners/donors, local public administration authorities, etc.), paid by the Beneficiary by transfer to the Centre's bank account for the preparation of the energy audit.
- 10) *condominium owner* – natural or legal person, holder of a condominium property right;
- 11) *energy audit* – systematic procedure aimed at obtaining the necessary information about the existing energy consumption profile of a building or group of buildings, an industrial process, an industrial or commercial installation or a private or public service, as well as identifying and quantifying cost-effective energy savings opportunities and reporting results;
- 12) *Component I* – stage of development of the energy audit of the housing block;

### **III. OBJECTIVE OF THE CONTRACT**

- 3.1.** The object of this Contract is the financing, by the Centre and the Beneficiary, under the terms of this Contract, of the investments to cover the eligible costs related to the elaboration of the energy audit of the housing block for the purpose of the subsequent implementation of the Project regarding the energy rehabilitation measures of the housing block.
- 3.2.** The financing of the investments to cover the eligible costs related to the elaboration of the energy audit shall be carried out:
  - 1) by the Centre – by granting financial incentives on behalf of the FEERM Programme;
  - 2) by the Beneficiary – by paying the actual contribution to be covered from the following sources:
    - a) the Beneficiary's equity/own funds;
    - b) Borrowed capital/bank or non-bank loans;
    - c) other sources (development partners/donors, local public administration authorities, etc.).
- 3.3.** The Beneficiary accepts the financial incentives granted by the Centre to cover the costs related to the elaboration of the energy audit, and the Centre undertakes to ensure the contracting of the energy audit elaboration services from the account of the financial incentives granted by it, and from the account of the actual contribution of the Beneficiary.

- 3.4. The Centre shall be fully responsible for the administration of the financial incentives granted and the funds paid by the Beneficiary as an effective contribution, compliance with the legal provisions, standards, decisions of the competent authorities and with the specific requirements laid down in the Contract.
- 3.5. This Financing Contract and the related Additional Agreements shall constitute the legal basis for the subsequent conclusion of the Financing Contract on the elaboration of the project documentation and the implementation of the energy rehabilitation measures of the housing block.

#### **IV. THE VALUE OF THE CONTRACT AND THE METHOD OF PAYMENT**

- 4.1. The total cost of developing the energy audit is \_\_\_\_\_ (\_\_\_\_) **Moldovan lei, including VAT.**
- 4.2. The contribution of the Center to the elaboration of the energy audit, provided as a grant, represents **90%** of its total cost and constitutes the amount of \_\_\_\_\_ (\_\_\_\_) **Moldovan lei, including VAT.**
- 4.3. The actual contribution of the Beneficiary to the elaboration of the energy audit is **10%** of its total cost and constitutes the amount of \_\_\_\_\_ (\_\_\_\_) **Moldovan lei, including VAT.** This amount is part of the first instalment of payment of the Beneficiary's actual contribution from the cost of the Energy Rehabilitation Project to be implemented.
- 4.4. Payment of the Beneficiary's actual contribution shall be made in Moldovan lei (MDL) to the Centre's bank account indicated in this Agreement, within 10 calendar days from the date of signature of this Agreement.

#### **V. CONTRACTING ENERGY AUDIT SERVICES**

##### **General considerations**

- 5.1. The Center ensures the elaboration of the energy audit of the housing block by contracting the services for the elaboration of the energy audit. The elaboration of the energy audit is the first component of the implementation of the Energy Rehabilitation Project of the housing block.
- 5.2. Within 2 working days from the acceptance of the Energy Audit Report, the Centre shall draw up and send to the Beneficiary a notification of the results of the energy audit. Attached to the notification is the Energy Audit Report of the housing block and details the next steps that the Funding Beneficiary must undertake.
- 5.3. The beneficiary accepts the implementation of the Project, in accordance with the Energy Audit Report prepared.
- 5.4. If the Beneficiary renounces the continuation of the Project after the energy audit has been carried out, and does not submit the application for funding for the start of the design phase (component II of the Project) within up to 3 months from the date of communication of the result of the energy audit, it will be obliged to pay in full the cost of the energy audit incurred from the Centre's sources.
- 5.5. The deadline for submitting the financing application for component II, referred to in point 5.4., may be extended by a maximum of 3 months, at the reasoned request of the PCA, if at least one

minutes of the general meeting of owners is submitted, during which the Project was discussed and submitted for approval and confirms the PCA's intention to implement the Project.

### **Public procurement**

- 5.6. The Centre shall procure energy audit development services in accordance with the public procurement regulatory framework in force.
- 5.7. The Centre will ensure the procurement of energy audit development services by contracting third parties for this purpose.
- 5.8. When contracting third parties for the elaboration of the energy audit of the housing block, the responsibility for the non-execution, improper or late execution of the works by the contracted third party lies with the Center.

### **Determination of the final cost of the energy audit**

- 5.9. The Parties confirm that the value referred to in Chapter IV of this Contract represents the estimated cost of the energy audit services determined on the basis of the preliminary offer.
- 5.10. After completing the energy audit and submitting the related supporting documents (invoice, receipt of services, etc.), the parties will sign an Additional Agreement to this Agreement, which will determine the final value of the energy audit.

### **Specific requirements for documents submitted in connection with the implementation of the Project**

- 5.11. All documents submitted by the Parties to each other shall be presented in original or certified copies bearing the words 'According to the original', the signature of the authorised person and the imprint of the stamp of the Party.
- 5.12. If doubts arise in respect of documents presented in certified copies as to the authenticity or veracity of their contents, the Party shall have the right to request the Party which transmitted the copy, and the latter shall be obliged to present the original of the document in question to the receiving Party for the purpose of verifying the conformity of the copy with the original.

### **Information measures**

- 5.13. The beneficiary is obliged to take measures to inform the owners of the condominium managed by it about the financial incentives granted by the Centre to the beneficiary for the implementation of the Project, including for component I – energy audit.

## **VI. RIGHTS OF THE PARTIES**

- 6.1. Rights of the Centre:

- 1) request from the Beneficiary any relevant information related to the implementation of the Project;
  - 2) require the Beneficiary to pay the actual contribution for the elaboration of the energy audit of the housing block, in the amount and term indicated in this Contract;
  - 3) to provide access to the requested sites, in connection with the implementation of the Project, both to the representatives of the Centre and to third parties contracted for the purpose of drawing up the energy audit;
  - 4) to terminate the Contract under the conditions laid down in its provisions;
  - 5) exercise other rights under this Agreement and its nature;
- 6.2. Rights of the Beneficiary:**
- 1) receive financial incentives in accordance with the terms of this Agreement;
  - 2) to participate in joint working meetings, organized by the Centre, with the participation of representatives of companies contracted by the Centre;
  - 3) receive clear information on the financing conditions, deadlines and subsequent stages of the implementation of the Energy Rehabilitation of the Housing Block Project;
  - 4) receive a copy of the energy audit report prepared for the housing block;
  - 5) exercise other rights arising from the Contract and its nature.

## **VII. OBLIGATIONS OF THE PARTIES**

### **7.1. Obligations of the Centre:**

- 1) ensure the contracting of energy audit development services in accordance with the conditions set out in the Contract;
- 2) to finance the energy audit at a rate of 90% of its cost, in accordance with point 4.2 of this Contract;
- 3) if necessary, to organize joint working meetings with the participation of representatives of the Centre, the Beneficiary, contracted third parties;
- 4) provide the Beneficiary with relevant information on the implementation of the Project;
- 5) ensure compliance with all legal provisions, standards and decisions of the competent authorities in relation to the implementation of the Project;
- 6) to perform other obligations arising out of this Agreement and its nature.

### **7.2. Obligations of the Beneficiary:**

- 1) ensure adequate support from itself and its representatives in the implementation of the Project;
- 2) to ensure the payment of the actual contribution, established by the Contract, for the preparation of the energy audit;
- 3) make available to the Centre any relevant information in its possession or requested documents relating to the implementation of the Project;
- 4) ensure, to the representatives of the Centre and to third parties contracted by the Centre, access to the places and spaces where the Project is being implemented or has been implemented;

- 5) to fully reimburse the cost of the energy audit incurred from the Centre's sources, if the Beneficiary waives the continuation of the Project after the energy audit has been carried out, within 30 (thirty) calendar days from the expiry of the deadline provided for in point 5.4. of this Contract;
- 6) to perform other obligations arising out of the Contract and its nature.

#### **VIII. CESSION**

- 8.1. This Agreement in its entirety and all rights and obligations arising from its implementation may not be the subject of assignment.

#### **IX. CONFLICT OF INTEREST**

- 9.1. For the purposes of this Agreement, conflict of interest implies a state of disagreement between the performance of the parties' obligations under the Agreement and the private interests of the persons involved in its implementation, interests that could improperly influence the objective and impartial performance of the obligations and responsibilities assumed by the persons involved in the implementation/verification/control of the performance of this Agreement, for reasons involving family, political or national affinities, economic interests or any other shared interests with those of another person.
- 9.2. The Parties undertake to take all necessary measures to avoid any conflict of interest and to inform each other within a maximum of 5 working days of any situation giving rise or likely to give rise to such a conflict of interest.

#### **X. CHANGES AND ADDITIONS TO THE CONTRACT**

- 10.1. Any modification and completion of the Agreement shall be made in writing by an additional agreement to the Agreement signed by both Parties.
- 10.2. In the event of a change of bank account or other relevant data, the Beneficiary shall notify the Centre no later than 5 calendar days from the date on which the changes were made.

#### **XI. JUSTIFICATION OF THE NON-EXECUTION OF OBLIGATIONS OBTAINED TO AN IMPEDIMENT**

- 11.1. According to the law and this Agreement, "justifying impediment" means any exceptional, unforeseen situation or any event occurring independently of the will of the Parties, which prevents the proper performance of the entire set of activities, envisaged for the implementation of the Project or the partial performance of these activities.
- 11.2. The implementation of the Project is suspended for the duration of exceptional situations beyond the control of the Parties but does not include situations of error or negligence on the part of a Party and/or employees of a Party. In particular, defective equipment and materials, lack thereof, labour disputes, strikes or financial difficulties cannot be invoked as 'justifying impediments'.

**11.3.** The party invoking the unforeseen exceptional situation shall be obliged to notify the other party of the impediment and its effects. The notification must be sent within a reasonable time (10 days) after the Party invoking the exceptional situation was aware or ought to have been aware of these circumstances.

## **XII. OPENING OF THE CONTRACT**

**12.1.** The contract shall be terminated in the following cases:

- 1) upon expiry of the term of the Contract, following full and proper performance of the obligations assumed;
- 2) in the event of termination of the Contract by agreement of both Parties;
- 3) in the event of termination of the Contract, on the initiative of one party, for essential non-performance of the obligations assumed by the other party.

**12.2.** If it is found that the Contract has not been performed, the party to whom the obligation has not been performed shall have the right to terminate the Contract unilaterally, without the need for the intervention of the court, if he has given the other party, by notice, a reasonable additional period for performance, and the second party has not performed the obligation within that period. The termination shall take effect upon expiry of the period specified in the notification, without any further declaration of termination being required.

**12.3.** Non-performance of obligations shall be considered, inter alia, the following actions and inactions:

- 1) presentation of unverifiable documents or information both at the selection stages and during the implementation of the Project;
- 2) failure to pay the contribution provided for in this Agreement;
- 3) refusing to make available to the requesting Party any information or documents requested relating to the subject matter of this Contract;
- 4) the non-performance of other obligations by the Parties, which make it impossible to continue to perform the Contract.

**12.4.** The list of actions/inactions in item 15.3 is of an exemplary nature and cannot be considered or interpreted as a waiver of the parties' determination of other circumstances as an essential non-performance of contractual obligations.

**12.5.** The full termination of the Contract shall operate with retroactive effect and shall have the effect of obliging the Beneficiary to pay to the Centre, no later than 30 days from the date on which the termination takes place, all financial incentives incurred by the Centre up to the time of the termination of the Contract.

**12.6.** The termination of the Contract shall not affect the terms determining the manner of dispute settlement or other effects of the Contract resulting from the termination. These clauses also take effect after the termination.

## **XIII. DECLARATIONS, WARRANTIES AND PARTY LIABILITY**

**13.1.** The Contracting Parties declare that, at the date of conclusion of this Contract, they have the civil capacity required by law to conclude the Contract and to fulfil the obligations arising therefrom.

- 13.2.** The parties declare that their consent to the conclusion and performance of the Contract is valid and the consent of other authorities or third parties is not required for the conclusion and performance of the Contract, there being no contractual or other restriction or limitation for the conclusion and performance of the Contract.
- 13.3.** The Centre and the Beneficiary are responsible for conduct in good faith and diligence at the time of birth, for the duration of the existence, during the execution and settlement of the obligations established by the Contract.
- 13.4.** Obligations shall be performed in accordance with the provisions of the Contract and their nature, in good faith, at the place and within the prescribed period.
- 13.5.** The Beneficiary declares that the documents and information submitted to the Centre under Component I – energy audit are true and valid, and the Beneficiary has not concealed or refrained from disclosing any information or circumstances, which would have constituted grounds for the Centre to refuse to grant funding.
- 13.6.** For any damage caused to the Centre in connection with the performance of this Contract, the Beneficiary shall be liable in accordance with the legislation in force in the Republic of Moldova.

#### **XIV. NOTIFICATIONS**

- 14.1.** Any notification by a Party to the other Party shall have legal effect only if it is made in written form, on paper or as an electronic document, and transmitted in accordance with the provisions of this Chapter.
- 14.2.** Verbal notifications invoked by the Parties shall be devoid of any legal effect.
- 14.3.** Notifications shall be sent by one Party to the other Party by post, by registered letters with advice of receipt, by hand at the premises of that Party or as an electronic document sent to the official electronic postal address of the Party indicated in the Contract.

#### **XV. ANNEXES**

- 15.1.** The following documents constitute annexes to the Contract and form an integral part thereof:  
Annex 1. Structure of the total cost of the energy audit.

#### **XVI. Final Clauses**

- 16.1.** This Agreement shall be deemed to have been concluded and shall enter into force on the date on which it is signed by both Parties.
- 16.2.** The contract is valid until the full performance of the obligations assumed by the Parties, including for a period of 5 years from the date of signing the Reception Process-Verbal at the end of the works related to the Energy Rehabilitation Project of the housing block.
- 16.3.** The contract is governed and interpreted in accordance with the legislation of the Republic of Moldova, and in unregulated matters, the Parties shall be governed by the legal provisions established by the normative acts of the Republic of Moldova.
- 16.4.** The contract represents the will of the parties and removes any other verbal agreement between them, prior or subsequent to its conclusion.

**16.5.** The Parties undertake to make joint efforts to carry out the tasks assumed by this Agreement under conditions of legality and mutual loyalty, acting in good faith in the public interest. Disputes/controversies between the Parties concerning the interpretation, application and/or performance of this Agreement shall be resolved through direct negotiations and mediation.

**16.6.** Any disputes will be settled as a last resort in judicial procedure, according to the civil law of the Republic of Moldova.

**16.7.** If the Contract is signed electronically by both parties, it is automatically delivered by electronic means, but if the Contract is signed by hand, it is drawn up in two copies in Romanian, one copy for each party.

**XVII. REQUIREMENTS AND SIGNATURES OF THE PARTIES**

|  |   |
|--|---|
| <b>Public institution "National Centre for Sustainable Energy"</b> | <b>Condominium Owners Association no.</b> |
| Director<br><br>_____  | <b>Administrator</b><br><br>_____         |
| <b>L.S.</b>  | <b>L.S.</b>                               |

**ANNEX 1**

to Grant Contract No \_\_\_\_\_ of \_\_\_\_\_ 202\_

signed between IP 'National Centre for Sustainable Energy' and A.P.C. No ....

**STRUCTURE OF THE TOTAL COST OF ENERGY AUDIT**

| <b>Categories of expenditure</b>   | <b>Total cost of energy audit</b><br>RON, including VAT | <b>Contribution from the Centre</b><br>RON, including VAT | <b>Beneficiary contribution</b><br>RON, including VAT |
|--|---|---|---|
|  | Costs related to Component I – Energy audit, of which:  |   |   |
| 1. Costs related to the development of the energy audit of the housing block |   |   |   |
| <b>TOTAL:</b>  |   |   |   |

IP 'National Centre for Sustainable Energy' A.P.C. No .....

**Administrator Director**

\_\_\_\_\_

Model Financing agreement - blocks

**FUNDING CONTRACT No \_\_\_\_\_**

' \_\_\_\_\_' 202\_

mun. Chisinau

## I. CONTRACTING PARTIES

**The public institution 'National Centre for Sustainable Energy' , hereinafter referred to as 'the Centre'**, which is organised and operates in accordance with Government Decision No 1060/2023 on the organisation and functioning of the public institution 'National Centre for Sustainable Energy' (hereinafter referred to as 'the Centre'), registered in the Republic of Moldova under state identification number **1011601000099**, represented by the Director – Mr \_\_\_\_\_, on the one hand,

and

Condominium Owners' Association No \_\_\_\_\_ (A.P.C. No .....), hereinafter referred to as the 'Beneficiary', registered in the Republic of Moldova under the state identification number \_\_\_\_\_, represented by the administrator – Mr/Dna \_\_\_\_\_, on the other hand,

both hereinafter referred to as the "Parties" or individually as the "Party", acting upon their free consent, have agreed to conclude this Funding Agreement (hereinafter referred to as the "Agreement") under the following conditions.

## II. INTERPRETATIONS AND ABBREVIATIONS

**2.2.** In the Contract, the following terms shall be construed as follows:

- 13) *Project* – investment project described in Annex 1 to the Contract, financed by the Beneficiary and the Centre, under the conditions laid down in the Contract, aimed at implementing energy renovation measures for the housing block;
- 14) *energy renovation measures* – energy efficiency measures and the recovery of renewable energy sources, as well as repair or installation works, which are strictly necessary to protect or facilitate the implementation of the measures;
- 15) *financial incentives* - non-reimbursable financial support, in the form of a grant and grant, granted to the Beneficiary from the financial means of the FEERM Programme to finance the Project;
- 16) *grant* – financial contribution made available to the Beneficiary by the Centre, under the FEERM Programme, for the implementation of the Project;
- 17) *allowance* – financial aid to make the consumption of energy resources more efficient, granted in accordance with Article 5(1)(c) of Law No 241/2022 on the Energy Vulnerability Reduction Fund, intended for the vulnerable household to partially cover costs, with the eligible investment on account of the Beneficiary's contribution;
- 18) *Additional agreement* – document amending or supplementing the terms and conditions of the Contract;

- 19) *notification* – transmission by one Party to the other of any document, address, communication, notice, submission of a request, claim, notice, response, relating to the performance of the provisions of the Contract and related guarantees;
- 20) *FEERM Programme* - Financing Programme of the Energy Efficiency Fund in the Residential Sector of the Republic of Moldova approved by Government Decision 251/2024;
- 21) *investment costs* – costs resulting from the purchase of goods, services, works from the funds of the FEERM Programme and from the sources of the Beneficiary, for the implementation of the Project;
- 22) *Financing product* - the financing product Energy efficiency of housing blocks, approved by the IP CNED Council and intended for accessing and granting financial incentives from the financial means of the FEERM Program, for financing energy efficiency measures and the exploitation of renewable energy sources in housing blocks in the Republic of Moldova;
- 23) *Beneficiary's contribution* – the financial contribution made up of the Beneficiary's financial means (hereinafter, actual contribution) and the allocations provided by the Centre to the implementation of the Project.
- 24) *actual contribution of the Beneficiary* – financial contribution covered by equity, bank loan/credits, other sources (development partners/donors, local public administration authorities, etc.), paid by the Beneficiary by transfer to the Centre's bank account for the implementation of the Project.
- 25) *condominium owner* – natural or legal person, holder of a condominium property right;
- 26) *project documentation* – includes technical expertise, planning certificate for design, execution project documentation, estimate documentation;
- 27) *Component II* – stage of development of the project documentation of the housing block;
- 28) *Component III* – stage of implementation of energy renovation measures for the housing block.

### **III. OBJECTIVE OF THE CONTRACT**

- 3.6.** The object of this Contract is the financing, by the Centre and the Beneficiary, under the terms of this Contract, of investments to cover the eligible costs related to the implementation of the Project.
- 3.7.** The following expenditure shall be considered as eligible costs:
  - 1) expenditure related to the preparation of documentation (energy audit report, technical expertise, planning certificate for design, project documentation for execution, project verification by certified project verifiers, obtaining building permit, etc.);
  - 2) expenditure related to the implementation of energy efficiency measures and the recovery of renewable energy sources eligible for financing, in accordance with point 1.12 of the Financing Product;
  - 3) expenditure related to monitoring during project implementation and verification of the correct execution of works, in accordance with the provisions of the Urbanism and Construction Code no. 434/2023, author supervision, etc.;
  - 4) expenditure on measures which do not generate energy savings but are necessary to protect and ensure the sustainability of energy efficiency measures, up to a limit of 30% of the amount of the eligible investment.

The costs for the implementation of the Project, which are considered ineligible for funding, are:

- 1) costs for the purchase of goods and services or their share covered by other assistance programs/projects and/or state subsidies;

- 2) the costs incurred before the submission of the financing application by the Beneficiary, except for the costs of the services of drawing up the energy audit reports carried out by a qualified energy auditor and registered in the Electronic Register of Energy Auditors and the costs of the design services;
  - 3) costs for the purchase of second-hand goods, except for the situations provided in the operational manual for the implementation of the FEERM Programme;
  - 4) taxes and duties that are not included in the value of the goods, according to the financial statements, except for VAT;
  - 5) rental payments of premises and equipment, which are not necessary for the implementation of the Project;
  - 6) consumables and administrative expenses incurred by the Beneficiary;
  - 7) remuneration expenses for members of the management bodies and employees of the association;
  - 8) costs relating to spatial planning, operation of facilities, maintenance and repair of the building, with the exception of those referred to in point 2.3, fourth indent of the Financing Product;
  - 9) purchase of land and buildings;
  - 10) the purchase of vehicles for the needs of the Beneficiary, the members of the management bodies and its employees.
- 3.8.** The benefits of implementing the Project from energy savings are indicated in Annex 1 of this Contract.
- 3.9.** The financing of the investments to cover the eligible costs related to the implementation of the Project shall be carried out:
- 3) by the Centre – by granting financial incentives, from the account of the FEERM Programme (grant and allowances);
  - 4) by the Beneficiary – by paying the actual contribution to be covered from the following sources:
    - d) the Beneficiary's equity/own funds;
    - e) Borrowed capital/bank or non-bank loans;
    - f) other sources (development partners/donors, local public administration authorities, etc.).
- 3.10.** The Centre shall grant financial incentives from the FEERM Programme in the form of:
- 1) grant – 70% of the value of the eligible investment;
  - 2) allowances – for owners within the condominium managed by the Beneficiary, covering no more than 90% of the value of their contribution, depending on the energy vulnerability category of the household to which each owner in the condominium managed by the Beneficiary belongs.
- 3.11.** Depending on the energy vulnerability category of the unit, the following allowances shall be granted, as follows, for:
- 1) *extreme energy vulnerability category* – 90% of the value of the owner's contribution from the condominium managed by the Beneficiary, to cover the total contribution of the Beneficiary for the project implementation works.
  - 2) *very high energy vulnerability category* – 75% of the value of the owner's contribution from the condominium managed by the Beneficiary, to cover the total contribution of the Beneficiary for the project implementation works;
  - 3) *high energy vulnerability category* - 60% of the value of the owner's contribution from the condominium managed by the Beneficiary, to cover the total contribution of the Beneficiary for the project implementation works;
  - 4) *medium energy vulnerability category* – 45% of the value of the owner's contribution from the condominium managed by the Beneficiary, to cover the total contribution of the Beneficiary for the project implementation works;

- 5) *Primary energy vulnerability category* – 30% of the value of the owner's contribution from the condominium managed by the Beneficiary, to cover the total contribution of the Beneficiary for the project implementation works;
  - 6) *low energy vulnerability category* - 15% of the value of the owner's contribution from the condominium managed by the Beneficiary, to cover the total contribution of the Beneficiary for the project implementation works;
  - 7) non-vulnerable category – 0% of the value of the owner's contribution from the condominium administered by the Beneficiary, for the Beneficiary's total contribution for the project implementation works.
- 3.12.** The Beneficiary accepts the financial incentives granted by the Centre in accordance with points 3.5 and 3.6 of the Contract, in order to finance investments to cover the costs of implementing the Project, and the Centre undertakes to implement the Project from the account of the financial incentives granted by it, in accordance with points 3.5 and 3.6, and from the account of the Beneficiary's actual contribution.
- 3.13.** The Centre is fully responsible for the administration of the financial incentives granted and the funds paid by the Beneficiary as an effective contribution, compliance with the legal provisions, standards, decisions of the competent authorities and the specific requirements set out in the Contract, as well as for the efficient administration and coordination of the project implementation activities.

#### **IV. PROJECT VALUE**

- 4.5.** The total cost of implementing the project is \_\_\_\_\_ (\_\_\_\_) Moldovan lei, including VAT.
- 4.6.** The Centre's contribution to the implementation of the Project, provided as a grant, represents 70% of the total cost of implementing the Project, as set out in point 4.1, and constitutes the amount of Moldovan \_\_\_\_\_ (\_\_\_\_), including VAT.
- 4.7.** The total contribution of the Beneficiary to the implementation of the Project is 30% of the total cost of implementing the Project, as set out in point 4.1 and constitutes the amount of \_\_\_\_\_ (\_\_\_\_) Moldovan lei, including VAT.
- The total contribution of the Beneficiary shall be covered from the account of:
- 1) the allowances granted by the Centre, in accordance with points 3.5 and 3.6 and set out in Annex 3 to the Contract, in the amount of MDL \_\_\_\_\_ (\_\_\_\_), including VAT;
  - 2) the actual contribution of , in the amount of \_\_\_\_\_ (\_\_\_\_) Moldovan lei, including VAT.

#### **V. IMPLEMENTATION OF THE PROJECT**

##### **General considerations**

- 5.14.** The Center implements the Project in accordance with the requirements of the related normative framework and in accordance with the provisions of the Contract.
- 5.15.** The project will be implemented in accordance with the provisions of the project documentation, elaborated for the energy rehabilitation measures of the block, and the Contract for Entrepreneurship concluded between the Center and the third company that will execute the works for the implementation of the Project.
- 5.16.** The Center ensures the elaboration of the project documentation by contracting the services for the elaboration of the project documentation. The elaboration of the project documentation is a component stage of the Project.

- 5.17. Within 2 days of receipt of the project documentation, the Centre shall draw up and send to the Beneficiary a notification regarding the completion of the preparation of the project documentation. Attached to the notification is the project documentation, the estimate documentation and the technical expertise report of the housing block.
- 5.18. The beneficiary accepts the implementation of the Project, in accordance with the project documentation drawn up.
- 5.19. In case of non-compliance by the Beneficiary with the clauses of this Contract, which causes the impossibility of continuing the project implementation works, the Beneficiary shall reimburse to the Centre the financial means granted as financial incentives, already used for the implementation of the Project.

#### **Public procurement**

- 5.20. The procurement of the supplies, services and works for the implementation of the Project shall be carried out by the Centre in accordance with the public procurement regulatory framework in force.

#### **Implementation process**

- 5.21. The Center will implement the Project by contracting third parties for this purpose.
- 5.22. When contracting third parties for the execution of the project implementation works, the responsibility for the non-execution, improper or late execution of the works by the contracted third party lies with the Center.

#### **Special conditions for implementation**

- 5.23. Any modification of the elements of the Project, as a rule, is not allowed, except for minor and non-essential modifications, which will be made only with the preliminary and written agreement of the Parties.
- 5.24. Minor changes to the Project are considered to be those related to the replacement of materials, methods or technologies implementing the Project, but which have the effect of achieving the same or higher projected energy savings, as well as ensuring an equal or higher level of durability and quality.
- 5.25. Substantial changes to the Project are considered, changes that significantly affect the nature and implementation conditions of the Project and have as effect the essential change of the energy efficiency parameters to be achieved.
- 5.26. Minor or substantial modifications to the Project without the prior written consent of the Parties shall constitute grounds for termination of the Contract.
- 5.27. The amendments to the provisions of the Financing Agreement concern amending actions up to 50% of the value of the investment project (cumulatively during the performance of the Agreement), and concern the following cases:
- price adjustments that condition the modification of the beneficiary's own contribution and/or of the non-repayable financial support;
  - replacement/exclusion of investment items or purchase of additional investment items;
  - modifying the model of the good or decreasing/increasing its quantity, if the same similar technical parameters or better-performing versions are preserved;
  - purchase of additional investment items;
  - other changes, which do not affect the purpose of the investment project.
- 5.28. The procurement of the goods and the contracting of the works/services necessary for the implementation of the Project shall be carried out by the Centre subject to the granting of the warranty term by the third party contracted by the Centre.

- 5.29. Until the purchase of the works for the implementation of the energy rehabilitation measures of the block, the Centre shall sign with the Beneficiary an additional agreement to this Contract, indicating its total value, including the sharing of financial responsibilities between the Parties.

**Specific requirements for documents submitted in connection with the implementation of the Project**

- 5.30. All documents submitted by the Parties to each other shall be presented in original or certified copies bearing the words 'According to the original', the signature of the authorised person and the imprint of the stamp of the Party.
- 5.31. If doubts arise in respect of documents presented in certified copies as to the authenticity or veracity of their contents, the Party shall have the right to request the Party which transmitted the copy, and the latter shall be obliged to present the original of the document in question to the receiving Party for the purpose of verifying the conformity of the copy with the original.

**Information measures**

- 5.32. The Beneficiary is obliged to take measures to inform the owners of the condominium administered by it about the financial incentives granted by the Centre to the Beneficiary for the implementation of the Project.
- 5.33. During the post-implementation period, the Beneficiary creates the necessary conditions for the Center to install a permanent information board, located at the project implementation location, and the Center ensures its installation. The permanent information board will contain the information about the fact that the Project is implemented with the financial support of the Centre from the sources of the FEERM Programme. The permanent information board will be mounted on the outside of the building, at the central entrance of the housing block, so that it is sufficiently visible.
- 5.34. In case of finding the lack of information plaque in its post-implementation period, the Beneficiary will be obliged to pay into the Centre's account a penalty in the amount of 100 lei / day, from the day of finding its lack. The payment of the penalty does not exempt the Beneficiary from the execution of the given obligation.

**VI. APPLICATION OF THE BENEFICIARY'S EFFECTIVE CONTRIBUTION**

- 6.1. Payment of the actual contribution by the Beneficiary shall be made in Moldovan lei (MDL) to the bank account of the Centre indicated in this Agreement.
- 6.2. Payment of the Beneficiary's actual contribution to the Centre shall be made in accordance with the following deadlines and instalments:
- 1) 30% of the amount of the actual contribution within 10 days from the date of signature of the Additional Agreement to this Agreement. The payment made by the Beneficiary in accordance with point 6.4. shall be considered as part of this instalment;
  - 2) 30% of the actual contribution – within 10 days from the date of signature of the acceptance report at the end of the works;
  - 3) 40% of the amount of the actual contribution — within a maximum of 2 (two) years from the date of signature of the acceptance report at the end of the works, in accordance with the schedule specified in Annex 4 to this Contract.
- 6.3. In the event of non-execution by the Beneficiary of payments in the amount and time limits provided for in points 6.2, sub-items 2 and 3 of this Contract, the Beneficiary shall be obliged to pay a penalty in the

amount of 0.5% for each day of delay of the amount of the Beneficiary's actual contribution established for the respective instalment.

- 6.4. Within 10 days from the date of signature by the Centre and the Beneficiary of this Contract, the Beneficiary shall pay 10% of the value of the cost of the services for the preparation of the project documentation, which is part of the first instalment for the payment of the actual contribution, according to sub-item no. 1, point 6.2.
- 6.5. If the Beneficiary refuses to implement the Project, he/she will pay to the Centre the remaining amount of the cost for the project documentation development services, after deducting from its total cost the advance from the actual contribution.
- 6.6. If the Beneficiary fails to pay in the amount and within the period specified in point 6.4, upon presentation by the Beneficiary of justified arguments regarding the inability or impossibility of payment within the period requested in point 6.4., the Centre may offer an additional period for payment, which shall not exceed 3 months from the date of signature of the Contract, the commitment being formalized by a letter from the Beneficiary. In case of non-compliance with this deadline, the Centre has the right to terminate the Contract.
- 6.7. Until the purchase of the works for the implementation of the energy rehabilitation measures of the block, the Centre verifies the payment by the Beneficiary of 30% of the amount of the actual contribution in the form of an advance, according to sub-item no. 1, point 6.2. In the event of a finding of non-collection of the Beneficiary's actual contribution in accordance with the commitments undertaken in this Contract and the Additional Agreement, the Centre may decide alternately – the application of one of the measures set out below, or consecutively – in the order set out below:
  - 1) providing an additional period for the payment of the effective contribution, which shall not exceed 3 months from the date of signature of the Additional Agreement;
  - 2) rescission of this Agreement.

## **VII. PROJECT MONITORING**

- 7.1. The Center monitors and supervises the implementation of the Project, as well as monitors the Project at the post-implementation stage.
- 7.2. During the implementation of the Project, the Beneficiary has the right to request any information related to its implementation, and the Center will submit any documents or information requested.
- 7.3. The Centre shall ensure the contracting of the certified site manager, in accordance with the Planning and Construction Code No 434/2023, in order to verify the execution and quality of the construction works carried out for the implementation of the Project, in accordance with the provisions of the regulatory framework, technical regulations and project documentation.
- 7.4. The representatives of the Center have the right to carry out field visits to verify the stages, volume and quality of the Project implementation, and the Beneficiary has the obligation to ensure the access of the representatives of the Center to the site of the Project implementation, in order to ensure the purpose of these visits.
- 7.5. The post-implementation monitoring of the Financing Contract starts from the moment of signing the Acceptance Report at the end of the works, according to the Urbanism and Construction Code no. 434 of 28.12.2023, and continues for a period of 24 months.
- 7.6. Post-implementation monitoring shall cover the actions carried out after the reception of the works/services/goods, during the period referred to in point 7.5, determined as a period for ensuring the

sustainability of the investments made and for carrying out the impact assessment of the Project. During this phase, the Center will collect and analyze the information related to the energy savings obtained as a result of the implementation of the Project.

- 7.7. In order to monitor during the implementation of the Project, as well as the post-implementation monitoring, the Beneficiary will ensure the access of the Centre's representatives to the requested places, in connection with the implementation of the monitoring actions.
- 7.8. The beneficiary is obliged to keep all documents related to the implementation and monitoring of the Project for a period of 5 years after the completion of the implementation of the works.
- 7.9. The sustainability planning of the Project is carried out through the elaboration of a Sustainability Assurance Plan, which is drawn up by the Beneficiary with the advisory support of the Center. During the post-implementation period, the Beneficiary is obliged to ensure the implementation of the measures in the Plan and to submit to the Center half-yearly reports on the implementation of the Plan.

#### **VIII. RECEPTION OF WORKS AND TRANSMISSION OF INVESTMENT COSTS**

- 8.1. The acceptance of the works and the transmission of the investment costs resulting from the implementation of the Project shall be done in accordance with the normative framework in force.

#### **IX. RIGHTS OF THE PARTIES**

##### **16.8. Rights of the Centre:**

- 6) require the Beneficiary to bear the penalties due from the non-payment in due time of the instalments set out in items 6.2, sub-items 2 and 3.
- 7) request from the Beneficiary any relevant information related to the implementation of the Project;
- 8) to be provided with access to the requested places, in connection with the implementation of the Project, both during its implementation and in the post-implementation period;
- 9) to terminate the Contract under the conditions laid down in its provisions;
- 10) exercise other rights under this Agreement and its nature;

##### **16.9. Rights of the Beneficiary:**

- 6) receive financial incentives in accordance with the terms of this Agreement;
- 7) to participate in joint working meetings, organized by the Center, with the participation of representatives of design companies, construction companies, site manager and the Center, in order to monitor the implementation of the Project and develop the necessary actions to solve the problems arising during the implementation of the Project;
- 8) be informed by the Center about the causes of the violation of the Project implementation deadline;
- 9) supervise and monitor the Project in the implementation process, as well as after the completion of its implementation;
- 10) employ, on its own account, a person certified for the purpose of supervising and verifying the works carried out in accordance with the design documentation, technical specifications, standards and national rules in the field of construction;
- 11) participate in the meetings of the working group on procurement of goods/works/services;
- 12) exercise other rights arising from the Contract and its nature.

#### **X. OBLIGATIONS OF THE PARTIES**

##### **10.1. Obligations of the Centre:**

- 7) implement the Project in accordance with the conditions set out in the Contract;
- 8) employ a site supervisor in order to verify the quality of the works carried out in accordance with the budget, project documentation, technical specifications, national standards and rules in the field of construction;
- 9) monitor and supervise the implementation of the measures provided for in the Contract;
- 10) to organize joint working meetings with the participation of representatives of the Centre, the Beneficiary, third parties contracted for the implementation of the Project, site managers, in order to monitor the implementation of the Project and develop the necessary actions to solve potential problems;
- 11) to organize joint working meetings with the Beneficiary for the elaboration/coordination of the project documentation;
- 12) provide the Beneficiary with relevant information on the implementation of the Project;
- 13) not to undertake actions to modify the Project without their coordination with the Beneficiary;
- 14) jointly with the Beneficiary, to organize and be responsible for the reception at the end of the works, the final reception of the works, in accordance with the national legislation;
- 15) ensure compliance with all legal provisions, standards and decisions of the competent authorities in relation to the implementation of the Project;
- 16) to evaluate and take measures to prevent and mitigate the risks associated with the implementation of the Project, as well as the possibilities of manifesting the phenomenon of fraud and corruption;
- 17) to perform other obligations arising out of this Agreement and its nature.

**10.2. Obligations of the Beneficiary:**

- 7) ensure adequate support from itself and its representatives in the implementation of the Project;
- 8) to ensure the payment of the effective contribution, established by the Contract, for the proper implementation of the Project;
- 9) not to take any action to modify the Project without the consent of the Centre;
- 10) use the goods that are part of the Project according to their intended purpose;
- 11) not to pledge/hypotechnize or dispose of assets that are part of the Project during the implementation of the Project, as well as for a period of 2 years after the implementation, if the assets that are part of the Project are by their nature divisible and can be used separately;
- 12) make available to the Centre any relevant information in its possession or requested documents relating to the implementation of the Project;
- 13) ensure, to the representatives of the Centre and to third parties contracted by the Centre, access to the places and spaces where the Project is being implemented or has been implemented;
- 14) in case of non-compliance with the clauses of this Contract, which causes the impossibility of continuing the project implementation works, to reimburse to the Center the financial means granted by the Center as financial incentives, already used for the implementation of the Project;
- 15) to receive the works for the implementation of the Project at their completion, as well as to participate in the final reception of the works in accordance with the legislation on the reception of constructions and related installations;
- 16) participate in the coordination of project documentation with the Centre;
- 17) to perform other obligations arising out of the Contract and its nature.

**XI. CESSION**

- 11.1.** This Agreement in its entirety and all rights and obligations arising from its implementation may not be the subject of assignment.

## **XII. CONFLICT OF INTEREST**

- 16.10.** For the purposes of this Agreement, conflict of interest implies a state of disagreement between the performance of the parties' obligations under the Agreement and the private interests of the persons involved in its implementation, interests that could improperly influence the objective and impartial performance of the obligations and responsibilities assumed by the persons involved in the implementation/verification/control of the performance of this Agreement, for reasons involving family, political or national affinities, economic interests or any other shared interests with those of another person.
- 16.11.** The Parties undertake to take all necessary measures to avoid any conflict of interest and to inform each other within a maximum of 5 working days of any situation giving rise or likely to give rise to such a conflict of interest.

## **XIII. CHANGES AND ADDITIONS TO THE CONTRACT**

- 13.1.** Any modification and completion of the Contract or its annexes shall be made in writing by an additional agreement to the Contract signed by both Parties.
- 13.2.** In the event of a change of address, registered office, bank account or other relevant data, the Beneficiary shall notify the Centre no later than 5 calendar days from the date on which the changes were made. The notification is an annex to the Contract, without the need to conclude an additional agreement.
- 13.3.** Failure to comply with the provision of item 14.2 has the effect of rendering the modified data unenforceable against the Centre, and all communications made at the address and according to the previously known data shall be considered effectively fulfilled by the Centre.

## **XIV. JUSTIFICATION OF THE NON-EXECUTION OF OBLIGATIONS OBTAINED TO AN IMPEDIMENT**

- 14.1.** According to the law and this Agreement, "justifying impediment" means any exceptional, unforeseen situation or any event occurring independently of the will of the parties, which prevents the full set of activities, envisaged for the implementation of the project or the partial execution of these activities, from being carried out in conformity.
- 14.2.** The implementation of the project shall be suspended for the duration of exceptional circumstances beyond the control of the Parties but shall not include situations of error or negligence on the part of a Party and/or employees of a Party. In particular, defective equipment and materials, lack thereof, labour disputes, strikes or financial difficulties cannot be invoked as 'justifying impediments'.
- 14.3.** The party invoking the unforeseen exceptional situation shall be obliged to notify the other party of the impediment and its effects. The notification must be sent within a reasonable time (10 days) after the Party invoking the exceptional situation was aware or ought to have been aware of these circumstances.

## **XV. OPENING OF THE CONTRACT**

- 15.1.** The contract shall be terminated in the following cases:

- 4) upon expiry of the term of the Contract, following full and proper performance of the obligations assumed;
  - 5) in the event of termination of the Contract by agreement of both Parties;
  - 6) in the event of termination of the Contract, on the initiative of one party, for essential non-performance of the obligations assumed by the other party.
- 15.2.** If it is found that the Contract has not been performed, the party to whom the obligation has not been performed shall have the right to terminate the Contract unilaterally, without the need for the intervention of the court, if he has given the other party, by notice, a reasonable additional period for performance, and the second party has not performed the obligation within that period. The termination shall take effect upon expiry of the period specified in the notification, without any further declaration of termination being required.
- 15.3.** Non-performance of obligations shall be considered, inter alia, the following actions and inactions:
- 5) presentation of unverifiable documents or information both at the selection stages and during the implementation of the Project;
  - 6) failure to pay the actual contribution to the implementation of the Project;
  - 7) failure to pay the penalty set out in point 6.3.;
  - 8) failure to implement the Project in accordance with the conditions set for implementation;
  - 9) the modification of the Project and the value of the Project by one Party without the consent of the other Party;
  - 10) refusal to provide the requesting Party with confirmatory documents regarding the costs incurred for the implementation of the Project;
  - 11) use of goods that are part of the Project contrary to the intended purpose;
  - 12) the pledge/mortgage or disposal, by the Beneficiary, of the goods that are part of the Project during the implementation of the Project, as well as for a period of 24 months after the implementation, if the goods that are part of the Project are by their nature divisible and can be used separately;
  - 13) refusal to make available to the requesting Party any information or documents requested relating to the implementation of the Project;
  - 14) failure to provide access for the Centre's representatives to the places and spaces where the Project is being implemented or has been implemented, including all documents and computer files relating to the technical and financial management of the Project;
  - 15) failure or, as the case may be, failure to ensure compliance with the legal provisions, standards and decisions of the competent authorities in connection with the execution of the Project;
  - 16) the non-performance of other obligations by the Parties, which make it impossible to continue to perform the Contract.
- 15.4.** The list of actions/inactions in item 16.3 is of an exemplary nature and cannot be considered or interpreted as a waiver of the parties' determination of other circumstances as an essential non-performance of contractual obligations. In any situation that will lead to the impossibility of continuing the implementation of the Project or to not obtaining the expected effect from the implementation of the Project, the Parties unilaterally assess each situation and decide whether to exercise their right to terminate the Contract.
- 15.5.** The full termination of the Contract shall operate with retroactive effect and shall have the effect of obliging the Beneficiary to return to the Centre, no later than 30 days from the date on which the termination takes place, all financial incentives granted up to the time of the termination of the Contract.

**15.6.** The termination of the Contract shall not affect the terms determining the manner of dispute settlement or other effects of the Contract resulting from the termination. These clauses also take effect after the termination.

#### **XVI. DECLARATIONS, WARRANTIES AND PARTY LIABILITY**

**16.1.** The Contracting Parties declare that, at the date of conclusion of this Contract, they have the civil capacity required by law to conclude the Contract and to fulfil the obligations arising therefrom.

**16.2.** The parties declare that their consent to the conclusion and performance of the Contract is valid and the consent of other authorities or third parties is not required for the conclusion and performance of the Contract, there being no contractual or other restriction or limitation for the conclusion and performance of the Contract.

**16.3.** The Centre and the Beneficiary are responsible for conduct in good faith and diligence at the time of birth, for the duration of the existence, during the execution and settlement of the obligations established by the Contract.

**16.4.** Obligations shall be performed in accordance with the provisions of the Contract and their nature, in good faith, at the place and within the prescribed period.

**16.5.** The Beneficiary declares that the documents and information presented during the evaluation and approval stages of the Project are true and valid, and the Beneficiary has not concealed or refrained from disclosing any information or circumstances that would have constituted grounds for the Centre to refuse to grant the funding or to grant it under conditions other than those set out in the Contract.

**16.6.** For any damage caused to the Centre in connection with the performance of this Contract, the Beneficiary shall be liable in accordance with the legislation in force in the Republic of Moldova.

#### **XVII. NOTIFICATIONS**

**17.1.** Any notification by a Party to the other Party shall have legal effect only if it is made in written form, on paper or as an electronic document, and transmitted in accordance with the provisions of this Chapter.

**17.2.** Verbal notifications invoked by the Parties shall be devoid of any legal effect.

**17.3.** Notifications shall be sent by one Party to the other Party by post, by registered letters with advice of receipt, by hand at the premises of that Party or as an electronic document sent to the official electronic postal address of the Party indicated in the Contract.

#### **XVIII. ANNEXES**

**18.1.** The following documents constitute annexes to the Contract and form an integral part thereof:

- 1) Annex 1. Description of the Energy Rehabilitation Project for the Housing Block;
- 2) Annex 2. Structure of the total cost of the investment project;
- 3) Annex 3. Allowances offered to owners of units in the condominium administered by the Beneficiary;
- 4) Annex 4. Chart of payment of the actual contribution by the Beneficiary.

#### **XIX. Final Clauses**

- 19.1.** This Agreement shall be deemed to have been concluded and shall enter into force on the date on which it is signed by both Parties.
- 19.2.** The contract is valid for a period of 5 years from the date of signing the acceptance report at the end of the works and the full performance of the obligations assumed by the parties.
- 19.3.** The contract is governed and interpreted in accordance with the legislation of the Republic of Moldova, and in unregulated matters, the Parties shall be governed by the legal provisions established by the normative acts of the Republic of Moldova.
- 19.4.** The contract represents the will of the parties and removes any other verbal agreement between them, prior or subsequent to its conclusion.
- 19.5.** The Parties undertake to make joint efforts to carry out the tasks assumed by this Agreement under conditions of legality and mutual loyalty, acting in good faith in the public interest. Disputes/controversies between the Parties concerning the interpretation, application and/or performance of this Agreement shall be resolved through direct negotiations and mediation.
- 19.6.** Any disputes will be settled as a last resort in judicial procedure, according to the civil law of the Republic of Moldova.
- 19.7.** Any actions or inactions leading to the impossibility of completing the project and capitalizing on the allocated financial sources will be treated as damage caused to the Center.
- 19.8.** The contract is drawn up in Romanian, in two original copies, one for each Contracting Party, having the same legal force.

**XX. REQUIREMENTS AND SIGNATURES OF THE PARTIES**

|  |   |
|--|---|
| <b>Public institution "National Centre for Sustainable Energy"</b>       | <b>Association of Owners in Condominium no. ....</b>                          |
| <b>Director</b><br><hr style="width: 80%; margin-left: 0;"/> <b>L.S.</b> | <b>Administrator</b><br><hr style="width: 80%; margin-left: 0;"/> <b>L.S.</b> |

**ANNEX 1**

to Grant Contract No \_\_\_\_/\_\_\_ of \_\_\_\_\_202\_

signed between IP 'National Centre for Sustainable Energy' and A.P.C. No .....

**DESCRIPTION OF THE PROJECT FOR ENERGY REABILITY OF THE LOCATIVE BLOCK**

|  |  |   |  |  |  |                       |
|--|--|---|--|--|--|-----------------------|
| <b>Project name,</b><br><i>(according to project documentation)</i>          |  |   |  |  |  |                       |
| <b>Address of Project Implementation</b>                                     | Republic of Moldova, _____ district,<br>or. _____ str. _____ |   |  |  |  |                       |
| <b>Information related to the project</b>                                    | <b>Total cost,<br/>(MDL including VAT)</b>                   | <b>Grant granted by<br/>the Centre, lei</b> | <b>Beneficiary's contribution,<br/>(MDL including VAT)</b> |  | <b>Implementation<br/>period (from ....<br/>to ....)</b> | <b>Energy savings</b> |
|  |  |   | <b>allowanc<br/>e</b>                                      | <b>the<br/>Beneficiary's<br/>actual<br/>contribution</b> |  |                       |
| Implementation of energy<br>rehabilitation measures for the<br>housing block |  |   |  |  |  |                       |

| <b>Energy Rehabilitation Measures for the Housing Block</b>   |                                 |
|---|---------------------------------|
| <b>Brief description of the measures</b>  | <b>Cost (MDL including VAT)</b> |
| <b>Component II:</b><br>Elaboration of project documentation, estimate and technical expertise of the building  |                                 |
| <b>Component III:</b><br><b>Implementation of energy rehabilitation measures for the housing block:</b><br><ul style="list-style-type: none"> <li>a. <b>Measure name 1 Ex:</b> Replacement of exterior doors and windows with a total area of ...m<sup>2</sup></li> <li>b. <b>Name of measure 2 Ex:</b> Thermal insulation of external walls with a total area of ...m<sup>2</sup> in accordance with the costs specified in the energy audit report No de ...lei, including VAT...</li> </ul> <b>Quality control services of construction works</b><br><b>Other Services..</b> |                                 |
| <b>Total Project</b>  |                                 |

IP 'National Centre for Sustainable Energy' A.P.C. No .....

Director the Administrator

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**ANNEX 2**

to Grant Contract No \_\_\_\_/\_\_\_ of \_\_\_\_\_202\_

signed between IP 'National Centre for Sustainable Energy' and A.P.C. No .....

**STRUCTURE OF THE TOTAL COST OF THE PROJECT**

| <b>Categories of expenditure</b>   | <b>Total cost of the project<br/>RON, including VAT</b> | <b>Share in total<br/>project value, %</b> |
|--|---|--|
| A. Component II costs - Development of project documentation, estimate and technical expertise of the building               |   |  |
| B. Costs related to Component III - Execution of energy rehabilitation works for the building, of which:                     |   |  |
| B1. Costs related to the implementation of energy efficiency and RES recovery measures, of which:                            |   |  |
| <i>B1.1. Building works</i>  |   |  |
| <i>B1.2. Quality control services for construction works</i>   |   |  |
| <i>B1.3. Other services</i>  |   |  |
| B2. Costs related to protecting or facilitating the implementation of identified energy efficiency and RES recovery measures |   |  |
| <b>TOTAL:</b>  |   |  |

IP 'National Centre for Sustainable Energy' A.P.C. No .....

Director the Administrator

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**ANNEX 3**

to Grant Contract No \_\_\_\_/\_\_\_ of \_\_\_\_\_ 202\_  
 signed between IP 'National Centre for Sustainable Energy' and A.P.C. No .....

**ALLOWANCES PROVIDED TO OWNERS OF THE BENEFICIARY'S ADMINISTRATIVE CONDOMINIATION**

|  |                               |                                      |                           |  |                     |  |   |
|--|-------------------------------|--------------------------------------|---------------------------|--|---------------------|--|---|
| <b>Total Contribution Beneficiary, lei</b>                 |                               |                                      |                           |  |                     |  |   |
| <b>Total residential area condominium, m2</b>              |                               |                                      |                           |  |                     |  |   |
| <b>Beneficiary contribution per m2, lei/m2</b>             |                               |                                      |                           |  |                     |  |   |
| <b>Amount of the allowance provided by the Centre, lei</b> |                               |                                      |                           |  |                     |  |   |
| <b>Number apartment</b>                                    | <b>Name, first name owner</b> | <b>Energy vulnerability category</b> | <b>Apartment area, m2</b> | <b>Contribution value apartment owner, lei</b> | <b>% Allocation</b> | <b>Amount of the allowance provided by the Centre, lei</b> | <b>Final contribution apartment owner</b> |
| 1  |                               |                                      |                           |  |                     |  |   |
| 2  |                               |                                      |                           |  |                     |  |   |
| n  |                               |                                      |                           |  |                     |  |   |

IP 'National Centre for Sustainable Energy' A.P.C. No .....

Director the Administrator

\_\_\_\_\_

to Grant Contract No \_\_\_\_/\_of \_\_\_\_\_202\_  
signed between IP 'National Centre for Sustainable Energy' and A.P.C. No .....

**GRAPHIC OF TRANSFERS OF THE EFFECTIVE CONTRIBUTION TO THE BENEFICIARY**

| <b>Date of acquittal</b> | <b>Stage name</b>   | <b>Share of total project cost</b> | <b>Actual contribution (MDL including VAT)</b> |
|--------------------------|---|------------------------------------|--|
|                          | Elaboration of project documentation                                    | <b>10%*</b>                        |  |
|                          | Instalment before the start of the project implementation works         | <b>30%**</b>                       |  |
|                          | Tranche at the reception at the end of the project implementation works | <b>30%</b>                         |  |
|                          | Tranche after the reception at the end of the works                     | <b>40%</b>                         |  |

\*From the cost of developing the project documentation,

\*\*The payment paid by the Beneficiary for the preparation of the project documentation is considered part of the first tranche

**IP 'National Centre for Sustainable Energy' A.P.C. No .....**

**Director the Administrator**

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**REQUEST FOR FUNDING****To:** Public Institution National Center for Sustainable Energy**Subject:** Accessing funding for Component III – Construction works**[Date]****2. Information about the CPA and the housing block:**

|  |  |
|--|--|
| Full name of the applicant (association of tenants):   |  |
| Address of the multi-storey housing block for which the financing of Component III is requested: |  |
| Name of Administrator:   |  |
| Contact details of the Administrator:  |  |
| Email address:   |  |

**3. Energy audit and project documentation (including technical expertise of the building and estimates for works) financed from the association's own sources:**

YES  NO

**4. Energy audit and project documentation (including technical building expertise and estimates for works) financed from donor/financier sources:**

YES  NO

**5. Name of donors/financiers (To be filled in only if YES is ticked in item 3)** \_\_\_\_\_**6. Measures for energy rehabilitation of the housing block proposed for implementation (from those recommended in the energy audit report of the housing block and designed):**

| Name of measures | Surfaces/volumes |
|------------------|------------------|
|                  |                  |

**7. Project cost\* (to be completed only if YES option is ticked in point 2):**

|   |  |
|---|--|
| <b>Total cost of the project*</b> , MDL:  |  |
| <b>Requested grant amount, MDL</b> [70% of total project cost]  |  |
| <b>Estimated value of APC Contribution for project implementation, MDL</b> [30% of total project cost]            |  |
| <b>Source of CSA contribution:</b> [CSA repair and development fund, personal contributions of CSA members, etc.] |  |

\* The cost of the project consists of the cost of developing the project documentation (including the technical expertise of the building and the cost estimate documentation for the works) – Component II and the cost of the works to implement the energy rehabilitation measures of the block – Component III of the financing product.

**8. Project cost\* (to be completed only if YES option is ticked in point 3):**

|   |  |
|---|--|
| <b>Total cost of the works for the implementation of the energy rehabilitation measures of the block (construction works), MDL:</b> |  |
| <b>Requested grant amount, MDL [70% of total cost of works]</b>   |  |
| <b>Estimated APC Contribution, MDL [30% of total cost of works]</b>   |  |
| <b>Source of CSA contribution: [CSA repair and development fund, personal contributions of CSA members, etc.]</b>                   |  |

### 9. Declaration on the absence of arrears to the national public budget

I hereby declare that the PCA referred to above at the time of submission of the Application has no arrears vis-à-vis the national public budget.

### 10. Declaration on social responsibility

I hereby declare that the PCA referred to above, at the time of submission of the Application:

- There were no cases of forced labour.
- Respects the freedom of assembly within the Association, ensuring that the meetings of the General Assembly and the Council are held in accordance with the law, and the right to assemble the members of the Association is respected.
- Ensure equal pay for women and men performing work of equal value, preventing any form of discrimination.
- Use the work of minors under legal and regulatory conditions.
- Respects the health and safety of employees and CPA members.
- Admits the employment of persons with disabilities and takes measures to create favourable conditions of mobility for such persons.
- It does not violate the rights of disadvantaged individuals or families.

### 11. Corporate Governance Statement

I hereby declare that under the above-mentioned PCA:

- All governing bodies shall be constituted and functional in accordance with the Statute, including:
  - General Assembly/Assembly with Special Interest (functional or not)
  - Council
  - The Censor or the Commission of Censors
- The rules for participation and decision-making shall be complied with in accordance with the provisions of the legislation and the Statute.

In the hope of a positive response from you, we remain available for further clarification.

### 12. Agreement on access by CNED IP to information in the Cadastre database.

I hereby declare the agreement on the information about the housing block in the Cadastre database by IP CNED.

With respect,

\_\_\_\_\_  
(surname, first name, position)

Signature of \_\_\_\_\_

**EVALUATION REPORT****(Component III – Construction works)****I. GENERAL INFORMATION:**

|  |  |
|--|--|
| File No:   |  |
| Full name of the applicant (association of tenants):   |  |
| Address of the multi-storey housing block for which the financing of Component III is requested: |  |
| Name of Administrator:   |  |
| Contact details of the Administrator:  |  |
| Email address:   |  |

**II. LIST OF DOCUMENTS:**

|    |                                     |  |
|----|-------------------------------------|--|
| 1  | <input checked="" type="checkbox"/> | Application for funding  |
| 2  | <input checked="" type="checkbox"/> | Completed application form   |
| 3  | <input checked="" type="checkbox"/> | Financial report of the association for the last reporting year  |
| 4  | <input checked="" type="checkbox"/> | Extract from the State Register of Legal Entities/Legal Units  |
| 5  | <input checked="" type="checkbox"/> | Decision on the registration of the amendments made in the founding acts of the association and in the data entered in the State Register of Legal Entities (status, composition of the members of the governing bodies: administrator, management board)  |
| 6  | <input checked="" type="checkbox"/> | Energy audit report of the housing block   |
| 7  | <input checked="" type="checkbox"/> | Project documentation and expenditure estimates verified in accordance with the provisions of the normative acts   |
| 8  | <input checked="" type="checkbox"/> | Technical expertise report of the building   |
| 9  | <input checked="" type="checkbox"/> | Proof of the cost of developing the project and estimate documentation and the technical expertise of the housing block (only for the associations that financed from their own account the development of the energy audit, the project documentation, the estimate documentation and the technical expertise report of the housing block)  |
| 10 | <input checked="" type="checkbox"/> | Decision of the general meeting of the association regarding the approval of the implementation of the list of energy rehabilitation measures of the housing block (out of those recommended for implementation in the energy audit report of the housing block), for which it is requested to provide the financial incentives under the FEERM Program, the amount of the CPA contribution, as well as the way of financing it (equity / attachment funds, bank or non-bank credit, by development partners, local public administration authorities, other sources not prohibited by legislation and financing products) |
| 11 | <input checked="" type="checkbox"/> | Proof of the availability of at least 30% of the contribution amount (bank statement on the available financial resources of the association (repair and development fund, other availability of financial means in accounts), loan agreement, credit agreement, confirmatory document on the coverage of the contribution from the account of development partners, local public administration authorities, etc.)  |
| 12 | <input type="checkbox"/>            | Other (please specify)   |

**III. INFORMATION ON THE METHOD OF FUNDING THE ENERGY AUDIT REPORT AND PROJECT DOCUMENTATION:**

3.1. Energy audit and project documentation (including technical expertise of the building and estimates for works) financed from the association's own sources:

YES

NO

3.2. Energy audit and project documentation (including technical building expertise and estimates for works) financed from donor/financier sources:

YES

NO

3.3. Name of donors/financiers (To be filled in only if YES is ticked in item 3.2) \_\_\_\_\_

**III. CONCLUSIONS AND RECOMMENDATIONS**

Senior Specialist, File Receiving and Processing Section

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date of signature of the document)*

Head, File Receipt and Processing Section

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date of signature of the document)*

Deputy Director, IP CNED

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date of signature of the document)*

**EVALUATION REPORT****(Component III – Construction works)****I. GENERAL INFORMATION:**

|  |  |
|--|--|
| File No:   |  |
| Full name of the applicant (association of tenants):   |  |
| Address of the multi-storey housing block for which the financing of Component III is requested: |  |
| Name of Administrator:   |  |
| Contact details of the Administrator:  |  |
| Email address:   |  |

**II. INFORMATION ON THE METHOD OF FUNDING THE ENERGY AUDIT REPORT AND PROJECT DOCUMENTATION:**

Energy audit and project documentation (including technical expertise of the building and estimates for works) financed from the association's own sources:

YES

NO

Energy audit and project documentation (including technical building expertise and estimates for works) financed from donor/financier sources:

YES

NO

Name of donors/financiers (To be filled in only if YES is ticked in item 3.2) \_\_\_\_\_

**III. RECEIVING AND PROCESSING SECTION CONCLUSIONS**

|  |
|--|
|  |
|--|

**IV. APPLICANT ASSESSMENT GRILE:**

| Criteria   | References            | Brief description | Score |
|--|-----------------------|-------------------|-------|
| Form of organisation   | APC/CCL/APLP/ACC      |                   |       |
| Proof of initiation of the reorganization process (for ACC/CCL/APLP)   | Yes/No/Not applicable |                   |       |
| Level of payment of thermal energy invoices and other invoices issued by the association (average over the last 3 years) | %                     |                   |       |
| Experience in implementing projects larger than 50 thousand MDL  | No.                   |                   |       |

|   |                        |  |  |
|---|------------------------|--|--|
| Existence within the association of monthly contributions to the reserve fund                         | Yes/No (RON/apartment) |  |  |
| Decision of the General Assembly of the Association on Energy Rehabilitation of the Building          | Yes/No                 |  |  |
| Building connected to the district heating system (SACET)   | Yes/No                 |  |  |
| Existence of the Individual Thermal Point within the heating system of the multi-storey housing block | Yes/No                 |  |  |
| Year of commissioning of the block  | No later than 2005     |  |  |
| Illegal constructions at the housing block  | Existence/missing      |  |  |
| <b>Total</b>  |                        |  |  |

## V. EVALUATION OF THE ELIGIBILITY OF THE WORKING BLOCK ENERGY REABILITY PROJECT:

### 5.1. Assessment of technical feasibility

5.1.1. The measures proposed for implementation and the energy savings expected to be achieved in their implementation:

| Measure name | Information from the Energy Audit Report |  |   | Requirement in the financing product              |                                  |
|--------------|--|--|---|---|----------------------------------|
|              | Area/installation power/etc.             | Energy savings (under standardised conditions), kWh/year | Energy savings (under standardised conditions), % | Energy savings (under standardised conditions), % | Conformity with Product [Yes/No] |
|              |  |  |   |   |                                  |

5.1.2. Relevance of the proposed solutions (measures):

| No | Requirement  | Yes/No | Comments |
|----|--|--------|----------|
| 1  | The proposed solutions are relevant to the specific needs of the building(s)   |        |          |
| 2  | The solutions proposed are to be found in the types of measures eligible for financing specified in point 1.12 of the financing product. |        |          |
| 3  | The solutions promoted demonstrate a minimum level of energy savings depending on the category of measures proposed for implementation   |        |          |

5.1.3. Correspondence of materials and equipment:

| No | Requirement  | Yes/No | Comments |
|----|--|--------|----------|
| 1  | Do the proposed materials meet the minimum technical requirements specified? |        |          |
| 2  | Do the proposed equipment meet the minimum technical requirements specified? |        |          |

5.1.4. Is the project technically feasible?

YES

NO

5.1.5. Recommended by:-

---

## 5.2. Assessment of economic and financial feasibility

5.2.1. Economic project indicators for categories of measures:

| Measure name | NPV determined at discount rate<br><i>i=4% (lei)</i> |                                    |                     | DRI (years)                          |                                    |                     |
|--------------|--|------------------------------------|---------------------|--------------------------------------|------------------------------------|---------------------|
|              | According to the Energy Audit Report                 | According to the financing product | Compliance (YES/NO) | According to the Energy Audit Report | According to the financing product | Compliance (YES/NO) |
|              |  |                                    |                     |                                      |                                    |                     |

5.2.2. Compliance with the Beneficiary's contribution assurance (to be filled in only if the YES option is ticked in point.3.1):

|   |  |
|---|--|
| Total cost* of the project, MDL:  |  |
| Requested grant amount, MDL <i>[70% of total project cost]</i>  |  |
| Estimated value of APC Contribution for project implementation, MDL <i>[30% of total project cost]</i>            |  |
| Source of CSA contribution: <i>[CSA repair and development fund, personal contributions of CSA members, etc.]</i> |  |

\* *The cost of the project consists of the cost of developing the project documentation (including the technical expertise of the building and the cost estimate documentation for the works) – Component II and the cost of the works to implement the energy rehabilitation measures of the block – Component III of the financing product.*

5.2.3. Compliance with the Beneficiary's contribution insurance (to be filled in only if the YES option is ticked in point 3.2):

|   |  |
|---|--|
| <b>Total cost of the works for the implementation of the energy rehabilitation measures of the block (construction works), MDL:</b> |  |
| <b>Requested grant amount, MDL <i>[70% of total cost of works]</i></b>  |  |
| <b>Estimated APC Contribution, MDL <i>[30% of total cost of works]</i></b>  |  |
| <b>Source of CSA contribution: <i>[CSA repair and development fund, personal contributions of CSA members, etc.]</i></b>            |  |

5.2.4. Is the project economically and financially feasible?

YES

NO

5.2.5. Is the Beneficiary's contribution compliant?

YES

NO

5.2.6. Recommendations:

## 5.3. Assessment of social, environmental and governance responsibility requirements

### 5.3.1. Environmental Responsibility Requirements

| Measure name | Estimated reduced CO2 emissions as a result of implementation (tCO2/year) | Implementation of the measure will lead to reduction of CO2 emissions (YES/NO) |
|--------------|---|--|
|              |   |  |
|              |   |  |
| Total        |   |  |

### 5.3.2. Social Responsibility Requirements

- demonstrating compliance with social rights and in the decision-making process of the association, according to the normative framework and agreements with development partners, according to the self-declaration or other known information:

|  |   |
|--|---|
| No cases of forced labour were recorded  | Yes/No<br>(Yes – positive, No – negative) |
| Respects the freedom of assembly within the Association, ensuring that the meetings of the General Assembly and the Council are held in accordance with the law, and the right to assemble the members of the Association is respected | Yes/No<br>(Yes – positive, No – negative) |
| Ensure equal pay for women and men performing work of equal value, preventing any form of discrimination   | Yes/No<br>(Yes – positive, No – negative) |
| Use the work of minors under legal and regulatory conditions.  | Yes/No<br>(No – positive, Yes – negative) |
| Respects the health and safety of APC employees and members  | Yes/No<br>(Yes – positive, No – negative) |
| Employment of persons with disabilities is allowed   | Yes/No<br>(Yes – positive, No – negative) |
| Admits the employment of persons with disabilities and takes measures to create favourable conditions of mobility for such persons   | Yes/No<br>(Yes – positive, No – negative) |
| It does not violate the rights of disadvantaged individuals or families.   | Yes/No<br>(No – positive, Yes – negative) |

### 5.3.3. Corporate Governance Requirements

- compliance of the governance structure of associations with the provisions of Law no.187/2022 on condominium:

|   |                            |
|---|----------------------------|
| It is registered condominium in the state register of legal persons according to Law no. 220/2007 on the state registration of legal persons and individual entrepreneurs. (at ASP)   | Yes/No                     |
| All management bodies are constituted and functional (according to the Statute): <ul style="list-style-type: none"> <li>- General Assembly/Assembly with special interest (functional or not);</li> <li>- the Board;</li> <li>- the Censor or the Board of Censors</li> </ul> | Yes/No<br>Yes/No<br>Yes/No |

|   |        |
|---|--------|
| Compliance with participation and decision-making regulations according to the provisions of the legislation (according to the Statute) | Yes/No |
|---|--------|

| Measure name   | Yes/No |
|--|--------|
| Correlation of the governance structure of associations with the provisions of Law no.187/2022 on condominium; |        |
|  |        |

5.3.4. Is the project **socially, environmentally and governanceally** feasible?

YES

NO

**VI. Conclusions and recommendations**

Senior Specialist, Compliance Assessment and Pre-financing Risks Section

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date of signature of the document)*

Head, Compliance Assessment and Risks Pre-financing Section

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date of signature of the document)*

**REPORT ON FOREIGN VISIT No XX****Representative of the Centre for Field Visits: XXXXXXXX**

|                                     |                |
|-------------------------------------|----------------|
| <b>Date of Report:</b>              |                |
| <b>Date and times of the visit:</b> |                |
| <b>Financing contract:</b>          | No ___ din ___ |
| <b>Objective name:</b>              |                |
| <b>Address of the works:</b>        |                |

On-site presence of the Technical Officer: Yes  No

**Purpose of the visit:**

- |  |  |
|--|--|
| <input type="checkbox"/> Planning the initiation of work             | <input type="checkbox"/> Verification of works (current) |
| <input type="checkbox"/> Verification of completion of certain phase | <input type="checkbox"/> Extraordinary visit (ad hoc)    |
| <input type="checkbox"/> Final verification                          | <input type="checkbox"/> Other (exclusion)               |

**Volume of work carried out to date:**

| Name of work                                     | Volume executed according to PV submitted for approval | Actual executed volume (confirmed after checks) |
|--|--|---|
|  |  |   |
|  |  |   |
|  |  |   |
| <b>Problems identified by visual inspection:</b> |  |   |
| 1.   |  |   |
|  |  |   |
| <b>Conclusions and recommendations:</b>          |  |   |
| <u>Conclusions:</u>                              |  |   |
| <u>Recommendations:</u>                          |  |   |

Developed: RCT

\_\_\_\_\_

(signature)

\_\_\_\_\_

(Name/First name)

Acquainted: IP CNED Specialist

\_\_\_\_\_


(signature)

\_\_\_\_\_

(Name/First name)



**PAYMENT APPROVAL FORM**  
services

|    | Instituția Publică<br><b>Centrul Național pentru<br/>         Energie Durabilă</b> | <p><b>*APROB*:</b><br/>         Director executiv : _____</p> <p style="color: green; font-weight: bold;">FORMULAR DE APROBARE A PLĂȚII<br/>         pentru servicii</p> |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|---|--|--|--|---|---|--------------------------------------|---|--------------------------|---|---|--------------------------------|--------------------------|---|--------------------------|--|--------------------------|---------------------------|--------------------------|--|--------------------------|--------------------------|--------------------------|--|--|
| <p><b>A - Informații generale</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Denumire Prestator de servicii</td> <td></td> </tr> <tr> <td>Tipul servicii</td> <td></td> </tr> <tr> <td>Contract achiziții de servicii (Nr. data)</td> <td></td> </tr> <tr> <td>din cadrul Contractului de finanțare (Nr. data)</td> <td></td> </tr> <tr> <td>Denumire APC</td> <td></td> </tr> <tr> <td>Numărul de înregistrare a scrisorii cu prezentarea livrărilor</td> <td></td> </tr> </table>  |  |  | Denumire Prestator de servicii                 |   | Tipul servicii                                |                                      | Contract achiziții de servicii (Nr. data) |                          | din cadrul Contractului de finanțare (Nr. data) |   | Denumire APC                   |                          | Numărul de înregistrare a scrisorii cu prezentarea livrărilor |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Denumire Prestator de servicii  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Tipul servicii  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Contract achiziții de servicii (Nr. data)   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| din cadrul Contractului de finanțare (Nr. data)   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Denumire APC  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Numărul de înregistrare a scrisorii cu prezentarea livrărilor   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| <p><b>B - Conformitatea/concordanța cu prevederile Contractului de finanțare</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; font-size: small;">Verificat și confirmat de către =&gt;</th> <th style="text-align: center; font-size: small;">Specialist FEESR</th> <th style="text-align: center; font-size: small;">Șef FEERM</th> <th style="text-align: center; font-size: small;">Jurist</th> </tr> </thead> <tbody> <tr> <td>Volumul serviciilor (cantitativ)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Existența tuturor documentelor</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Respectarea termenului de prestare a serviciilor</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Valabilitatea Contractului achiziții de servicii</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table> |  |  | Verificat și confirmat de către =>             | Specialist FEESR                              | Șef FEERM                                     | Jurist                               | Volumul serviciilor (cantitativ)          | <input type="checkbox"/> | <input type="checkbox"/>                        | <input type="checkbox"/>                              | Existența tuturor documentelor | <input type="checkbox"/> | <input type="checkbox"/>                                      | <input type="checkbox"/> | Respectarea termenului de prestare a serviciilor | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | Valabilitatea Contractului achiziții de servicii | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| Verificat și confirmat de către =>  | Specialist FEESR   | Șef FEERM  | Jurist   |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Volumul serviciilor (cantitativ)  | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>                       |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Existența tuturor documentelor  | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>                       |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Respectarea termenului de prestare a serviciilor  | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>                       |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Valabilitatea Contractului achiziții de servicii  | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>                       |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| <p><b>C - Informații privind costuri</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Valoarea contractului prestări servicii, Lot 1</td> <td></td> </tr> <tr> <td>Data înregistrării Actului de predare-primire</td> <td></td> </tr> <tr> <td>Valoarea aprobată anterior</td> <td></td> </tr> <tr> <td>Valoarea solicitată</td> <td></td> </tr> <tr> <td>Penalitate</td> <td></td> </tr> <tr> <td>Valoarea aprobată</td> <td></td> </tr> </table>   |  |  | Valoarea contractului prestări servicii, Lot 1 |   | Data înregistrării Actului de predare-primire |                                      | Valoarea aprobată anterior                |                          | Valoarea solicitată                             |   | Penalitate                     |                          | Valoarea aprobată   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Valoarea contractului prestări servicii, Lot 1  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Data înregistrării Actului de predare-primire   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Valoarea aprobată anterior  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Valoarea solicitată   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Penalitate  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Valoarea aprobată   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| <p><b>D - Lista documentelor acceptabile, înaintate spre plată</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; font-size: small;">Verificat și confirmat de către =&gt;</th> <th style="text-align: center; font-size: small;">Specialist FEESR<br/>(verificare conformitate)</th> <th style="text-align: center; font-size: small;">Specialist SMCRP</th> </tr> </thead> <tbody> <tr> <td>Act de predare-primire a serviciilor</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Facturi eliberate</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>   |  |  | Verificat și confirmat de către =>             | Specialist FEESR<br>(verificare conformitate) | Specialist SMCRP                              | Act de predare-primire a serviciilor | <input type="checkbox"/>                  | <input type="checkbox"/> | Facturi eliberate                               | <input type="checkbox"/>                              | <input type="checkbox"/>       |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Verificat și confirmat de către =>  | Specialist FEESR<br>(verificare conformitate)                                      | Specialist SMCRP   |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Act de predare-primire a serviciilor  | <input type="checkbox"/>   | <input type="checkbox"/>   |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Facturi eliberate   | <input type="checkbox"/>   | <input type="checkbox"/>   |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| <p><b>D - Persoane responsabile pentru autorizarea plății</b></p> <table style="width: 100%;"> <tr> <td style="width: 33%;">Specialist FEESR</td> <td style="width: 33%;">Specialist SMCRP</td> <td style="width: 33%;">Director adjunct:</td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>   |  |  | Specialist FEESR                               | Specialist SMCRP                              | Director adjunct:                             |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Specialist FEESR  | Specialist SMCRP   | Director adjunct:  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
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|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
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|   | Data   |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Depunere livrăbile :  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Avizare Specialist FEESR:   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Avizare Șef FEESR:  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Avizare Specialist SMCRP:   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Avizare Șef SMCRP:  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Avizare Direcția Juridică și achiziții:   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Avizare Director adjunct:   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Aprobare Director:  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| Efectuare plată:  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: right;">Îndreptat spre plată (lei):</td> </tr> <tr> <td></td> <td style="border: 1px solid black; width: 60px; height: 20px;"></td> </tr> <tr> <td colspan="2" style="font-size: small;">din următoarele surse:</td> </tr> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: right;">Contribuția efectivă a beneficiarului achitată (lei):</td> </tr> <tr> <td></td> <td style="border: 1px solid black; width: 60px; height: 20px;"></td> </tr> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: right;">Alocații (FRVE) (lei):</td> </tr> <tr> <td></td> <td style="border: 1px solid black; width: 60px; height: 20px;"></td> </tr> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: right;">Grant (SOEE) (lei):</td> </tr> <tr> <td></td> <td style="border: 1px solid black; width: 60px; height: 20px;"></td> </tr> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: right;">Avans (SOEE) (lei):</td> </tr> <tr> <td></td> <td style="border: 1px solid black; width: 60px; height: 20px;"></td> </tr> </table>   |  |  |  | Îndreptat spre plată (lei):                   |   |                                      | din următoarele surse:                    |                          |   | Contribuția efectivă a beneficiarului achitată (lei): |                                |                          |   | Alocații (FRVE) (lei):   |  |                          |                           | Grant (SOEE) (lei):      |  |                          |                          | Avans (SOEE) (lei):      |  |  |
|   | Îndreptat spre plată (lei):  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
| din următoarele surse:  |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   | Contribuția efectivă a beneficiarului achitată (lei):                              |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   | Alocații (FRVE) (lei):   |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   | Grant (SOEE) (lei):  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   | Avans (SOEE) (lei):  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |
|   |  |  |  |   |   |                                      |   |                          |   |   |                                |                          |   |                          |  |                          |                           |                          |  |                          |                          |                          |  |  |

Page 1

REPORT OF THE NATIONAL CENTRE FOR SUSTAINABLE ENERGY ON THE APPROVAL OF IMPLEMENTATION  
OF PROJECT STAGES

|   |  |
|---|--|
| Entrepreneur:   |  |
| Headquarters:   |  |
| Full name of the applicant (association of tenants):  |  |
| Address of multi-storey housing block   |  |
| Total value of the step(s):   |  |
| Value of the project phase(s), per category of expenditure, proposed for approval:                                |  |
| The value of the project phase(s), by category of expenditure, established by CNED when implementing the project: |  |
| Mention of the approval by the NEDC of the project phase(s) as implemented and their total value:                 |  |

**Executor**

**Head of FEERM Section**

**Countersigned DJA**

**Countersigned Director - Deputy**

**Approved/Countersigned Director**

**APPLICATION FOR THE APPROVAL OF STAGES**

|  |  |
|--|--|
| Entrepreneur:  |  |
| Headquarters:  |  |
| Basis for the request:                               |  |
| Full name of the applicant (association of tenants): |  |
| Address of multi-storey housing block:               |  |
| Total amount:  |  |
| Request:   |  |
| Description of step(s) proposed for approval         |  |
| Total amount of expenditure incurred                 |  |
| Other:   |  |

*Annexes: confirmatory acts are attached*

---

*Date, signature of the authorised person and imprint of the Entrepreneur's stamp*

**REPORT CERTIFICATION OF USED AND ACUMULATED MATERIALS AND EQUIPMENT**

**Entrepreneurship contract No:** \_\_\_\_\_

**Name of the economic operator:** \_\_\_\_\_

| <b>Materials / Equipment</b> | <b>Date</b> | <b>Certificate (Organisation and date of issue)</b> | <b>Comments</b> |
|------------------------------|-------------|---|-----------------|
|                              |             |   |                 |
|                              |             |   |                 |
|                              |             |   |                 |
|                              |             |   |                 |
|                              |             |   |                 |

**Representative of the economic operator:** \_\_\_\_\_

(Signature, Surname, First Name)

(L.S.)

**Technical responsible:** \_\_\_\_\_

Signature, Surname, First Nam

**Methodology for calculating the price when drafting and verifying the project documentation and carrying out the technical expertise within the Financing Product "Energy efficiency of housing blocks"**

**I. LEGAL AND NORMAL BASIS**

The methodology is based on the following acts and regulations:

- **NCM L.02.11–2013** – General instructions for the use of reference price indicators for design works in construction;
- **NCM L.02.11–1:2013** – Reference prices for residential and civil building objects;
- **NCM A.07.02–2012** – Procedure for development, approval, approval and framework content of construction project documentation;
- **Urban Planning Code No 434/2023**
- Order No 81 of 15 June 2023 of the Ministry of Infrastructure and Regional Development on establishing the index of the change in the current price for the works for the preparation of project documentation.

**II. THE PURPOSE OF METHODOLOGY**

This methodology sets out the principles and calculation formulae used to determine the related costs:

- development of project documentation for energy efficiency measures in housing blocks;
- carrying out the technical expertise of the existing building;
- verification of the technical documentation (project) by certified verifiers.

In order to implement efficiently and transparently Component II of the Financing Product "Energy Efficiency of Housing Blocks", it is necessary to establish a mechanism for determining the estimated prices for design services, technical expertise and verification of the estimate documentation. This process aims to achieve the following main objectives:

- Ensuring a fair and economically justifiable calculation;
- The substantiation of the grant proportional to the actual volume of the design works;
- Exclude discrepancies in accepted costs and avoid underfunding.

**III. Current Updated Price CALCULATION (Pc)**

The purpose of determining the current discounted price (Pc) is to reflect the value of the services in the economic conditions existing at the time of the calculations, taking into account the evolution of the relevant economic indices and the specific parameters of the project. The calculation methodology aims to adjust the service reference value (Pr) by applying discount coefficients reflecting:

- Update coefficient regularly set by formal decision of the national construction authority (Ki coefficient);
- The value indicated by the tenderer in the procurement procedure (range 0.7 – 1.0) reflects the specificities and competitiveness of the market (coefficient Kp).

Thus, the current price (Pc) is calculated using the standardised adjustment formula:

$$P_c = P_r * K_i * K_p$$

| Symbol | Name               | Explanation  |
|--------|--------------------|--|
| Pr     | Reference price    | Determined in accordance with point IV   |
| Ki     | Price Change Index | Update coefficient regularly set by official decision of the national construction authority   |
| Kp     | Market coefficient | Value indicated by the tenderer in the procurement procedure (range 0.7 – 1.0), reflects the specificities and competitiveness of the market |

#### IV. DETERMINATION OF THE REFERENCE PRICE

The reference price (Pr) shall be determined by the following formula:

=

$$P_r = (a + b * X) * K_f * K_s * K * C_{ad}$$

| Symbol | Description   | Source                        |
|--------|---|-------------------------------|
| a      | Fixed base value (thousand lei)                         | Table 1 of NCM L.02.11-1:2013 |
| b      | Specific unit coefficient (RON/indicator unit)          | Idem                          |
| X      | Main object indicator (m <sup>3</sup> for built volume) | Estimated                     |
| Kf     | Coefficient for the design phase                        |                               |
| Ks     | Technical complexity coefficient                        |                               |
| K      | Adjustment coefficient for special conditions           |                               |
| Fall   | Adaptation coefficient                                  |                               |

**Table 1. Fixed value** reference values NCM L.02.11-1:2013, p. 5 Table 1. Residential houses

| No. crt. | Design object name                                  | The unit of measurement of the main indicator of object | Constant price values reference for the elaboration of the project documentation, thousands of lei |       |
|----------|---|---|--|-------|
|          |   |   | a  | b     |
| 1        | 2   | 3   | 4  | 5     |
| 1        | 1-storey house with auxiliary buildings in the yard | m3  | 133,52   | 0,008 |
| 2        | 2-storey house with auxiliary buildings in the yard | m3  | 151,78   | 0,008 |
| 3        | 3-storey house with auxiliary buildings in the yard | m3  | 178,79   | 0,006 |
| 4        | 4-storey house with auxiliary buildings in the yard | m3  | 186,50   | 0,006 |
| 5        | 5-storey residential houses                         | m3  | 239,13   | 0,005 |
| 6        | Residential houses with 6 - 10 floors               | m3  | 391,31   | 0,005 |
| 7        | Residential houses with 11 - 13 floors              | m3  | 439,67   | 0,006 |
| 8        | Residential houses with 14 - 16 floors              | m3  | 557,33   | 0,019 |
| 9        | Residential houses with 17 - 20 floors              | m3  | 724,53   | 0,051 |

|    |  |    |        |       |
|----|--|----|--------|-------|
| 10 | Residential houses with over 20 floors | m3 | 891,72 | 0,063 |
|----|--|----|--------|-------|

#### DETERMINATION OF COMPONENT FACTORS

**Coefficient Kf** – design phase is the share of design works according to the stage of technical documentation:

- Project (P)
- Execution documentation (DE)
- Draft implementation (PE)

**Table 2:** Coefficient Kf – Design phase

| Design phase                 | Content   | Value of Kf                                       |
|------------------------------|---|---|
| Project (P)                  | Conceptual documentation, no execution (Only the basic phase for authorisation, no full technical detail) | 0.30  |
| Execution Documentation (DE) | Detailed phase for works (Detailed phase for implementation, without the initial design part)             | 0.70  |
| Project + Execution (EP)     | Complete: P + DE (Complete package according to art. 3.4 NCM L.02.11-1:2013)                              | <b>0.85</b> (applicable value under Component II) |

**Coefficient Ks** – object complexity is the difficulty of integration in place, architectural, geotechnical or functional particularities of the designed object.

**Table 3:** Coefficient Ks – Technical complexity

| Situation                 | Example                   | Value of Ks |
|---------------------------|---------------------------|-------------|
| Standard conditions       | Typical urban block       | 1.00        |
| Protected/historical area | Historical perimeter      | 1.10–1.20   |
| Difficult terrain         | Complex/seismic relief    | 1.15–1.20   |
| Advanced technologies     | NZEB, heat pumps          | 1.15–1.25   |
| Simplified project        | No installations/networks | 0.85–0.90   |

#### **Coefficient K – special adjustments**

K is a multiplier applied in situations where:

- Not all project documentation compartments are developed (e.g. lack of technological details, networks, estimates).
- The project is partly or exclusively conceptual.
- Reuse of projects, local adaptations or exclusions of elements shall be made.

**Table 4:** Coefficient K – Adjustment for special conditions

| Situation                 | Description                | Value K          |
|---------------------------|----------------------------|------------------|
| Full project              | All compartments included  | 1.00             |
| No quotes/details         | Project only, no execution | 0.80–0.90        |
| Type design adaptation    | No substantial changes     | 0.50–0.65        |
| Lack of networks/interior | <b>Major omissions</b>     | <b>0.70–0.85</b> |

|                                     |  |     |
|-------------------------------------|--|-----|
| Specialized thermo-insulation works | Introduction of amendments to Part overground of buildings, modification of facades and systematizations | 0,5 |
|-------------------------------------|--|-----|

**K** – Coefficient determining the share of building elements subject to design work.

In the tables below, the share of each compartment required to be designed (in percentage ratio) is indicated.

The value of the **K-coefficient** is determined in accordance with NCM L.02.11-1:2013, *Annex to Tables 1, 2* p. 73

**Table 5.** Reference values Houses, hotels, hostels, boarding houses (Annex to Tables 1, 2)

| Residential buildings up to 10 floors   | P<br>(Draft) | DE<br>(Execution<br>Documentation) | EP<br>(Project of<br>execution) |
|---|--------------|------------------------------------|---------------------------------|
| Architectural and construction part   | 57           | 58                                 | 56                              |
| Technological part  | 0            | 0                                  | 0                               |
| Air conditioning  | 0            | 0                                  | 0                               |
| Heating and ventilation   | 6            | 8                                  | 7,5                             |
| Water supply, sewerage, hot water supply and drains   | 6            | 6,5                                | 7,5                             |
| Gas supply  | 1            | 1,5                                | 1,5                             |
| Power supply and electrical equipment   | 3            | 7                                  | 6,5                             |
| Telecommunications and Signalling   | 3            | 3                                  | 3                               |
| Cold-feeding  | 0            | 0                                  | 0                               |
| Mechanization of transport  | 0            | 0                                  | 0                               |
| General plan vertical systematization, arrangement, small shapes, technical - urban interior networks | 3            | 4                                  | 4                               |
| Project for the organization of construction  | 10           | 0                                  | 2                               |
| Technical - economic indicators   | 1            | 0                                  | 1                               |
| Estimate documentation  | 10           | 12                                 | 11                              |
| Total %   | 100,00       | 100,00                             | 100,00                          |
| Units (coefficient)   | 1,00         | 1,00                               | 1,00                            |

**Table 6.** Reference values Houses, hotels, hostels, boarding houses (Annex to Tables 1, 2)

| Residential buildings over 10 floors | P<br>(Draft) | DE<br>(Execution<br>Documentation) | EP<br>(Project of<br>execution) |
|--------------------------------------|--------------|------------------------------------|---------------------------------|
| Architectural and construction part  | 59           | 58                                 | 56                              |
| Technological part                   | 0            | 0                                  | 0                               |
| Air conditioning                     | 0            | 0                                  | 0                               |
| Heating and ventilation              | 6,5          | 8                                  | 7,0                             |

|   |               |               |               |
|---|---------------|---------------|---------------|
| Water supply, sewerage, hot water supply and drains   | 6,5           | 7             | 7,5           |
| Gas supply  | 1             | 1,5           | 1,5           |
| Power supply and electrical equipment   | 2             | 6,5           | 7             |
| Telecommunications and Signalling   | 2             | 3             | 3             |
| Cold-feeding  | 0             | 0             | 0             |
| Mechanization of transport  | 0             | 0             | 0             |
| General plan vertical systematization, arrangement, small shapes, technical - urban interior networks | 3             | 4             | 4             |
| Project for the organization of construction  | 10            | 0             | 2             |
| Technical - economic indicators   | 1             | 0             | 1             |
| Estimate documentation  | 9             | 12            | 11            |
| <b>Total %</b>  | <b>100,00</b> | <b>100,00</b> | <b>100,00</b> |
| <b>Units (coefficient)</b>  | <b>1,00</b>   | <b>1,00</b>   | <b>1,00</b>   |

In the process of establishing the reference price for design works, account shall be taken of the nature and specificity of the documentation used. In the case of the Financing Product 'Energy Efficiency of Housing Blocks', it is taken into account that an architectural solution is not designed from scratch, but technical projects are developed to implement energy rehabilitation measures in existing buildings. Thus, the design documentation is applicable repeatedly or en masse, depending on the typology of housing blocks and standardized intervention solutions.

In such situations, the design is considered to involve the adaptation of an existing design or a set of previously validated technical solutions applied to another objective with similar characteristics. As a result, the Reference Price (Pr) for design services is adjusted by applying the adaptation coefficients (Cad), which reflect the relatively low workload compared to the full development of a new project.

These coefficients are as follows:

- 0,35, if no changes are introduced to the above-ground part of the building, i.e. adaptation is made without interference with the partition, façade or volumetric structure of the building;
- 0,50, where changes are introduced to the above-ground part of buildings, including façades and site systematisation, for fully prefabricated buildings;
- 0,70, for similar situations, but applicable to other types of buildings (monolithic, masonry, mixed structures, etc.), which require a greater effort of technical adaptation.

The application of these coefficients allows the correct adjustment of the value of the design works in relation to the actual workload required, ensuring:

- a fair and efficient estimate of costs;
- preventing overvaluation or undervaluation of contracted services;
- efficient use of the funds allocated by the programme.

## V. COST CALCULATION FOR TECHNICAL EXPERTISE

Technical assessment is an essential process in validating the structural condition of a building prior to rehabilitation. The calculation of the cost of technical expertise is based on the following normative formula:

$$C = X \cdot 100 \cdot K \cdot P1 + 0.001 \cdot 14100$$

| Symbol      | Name   | Explanation                   |
|-------------|--|-------------------------------|
| X           | Volume of the building surveyed (m <sup>3</sup> )  | point 1.16                    |
| K           | Cumulative coefficient of technical conditions     | formed by K1–K8               |
| P1          | Nominal cost of expert work for 100 m <sup>3</sup> | point 3.1, tab. 12            |
| 0,001*14100 | Systemic Financial Update                          | national standard coefficient |

$$K = K1 \cdot K2 \cdot K3 \cdot K4 \cdot K5 \cdot K6 \cdot K7$$

#### K-coefficient breakdown

|    | Description   | Source                       |
|----|---|------------------------------|
| K1 | Civilian buildings (category I)   | point 1.6,                   |
| K2 | Seismicity grade 7  |                              |
| K3 | Medium building volume  |                              |
| K4 | the share of building elements subject to technical examination,                                      |                              |
| K5 | Particular situation of the structure   | in accordance with point 3.5 |
| K6 | Examination without calculation (for cases where load-bearing capacity is not to be determined),      | Item 3.4                     |
| K7 | coefficient for examination in incomplete volume (not all load-bearing elements need to be examined), | Item.3.5                     |
| K8 | Coefficient applied to pre-contracted works   | Item.3.6                     |

**K 1 – 1,25** – Coefficient to be applied for estimating the cost of design and research of residential and civil building structures

**K 2** - Complexity coefficient to be selected in accordance with the seismic area of location of the object to be examined, tab. 1, item 11

|                      |      |
|----------------------|------|
| Seismicity 7 degrees | 1,10 |
| Seismicity 8 degrees | 1,20 |
| Seismicity 9 degrees | 1,25 |

- <sup>1</sup> 'Сборник цен на обмерно-обследовательские и проектные работы для капитального ремонта зданий и сооружений'

### K 3 Volumetric coefficient

| Construction volume           | Coefficient |
|-------------------------------|-------------|
| Up to 1000 m <sup>3</sup>     | 4,30        |
| Up to 2000 m <sup>3</sup>     | 3,50        |
| Up to 3000 m <sup>3</sup>     | 2,20        |
| Up to 4000 m <sup>3</sup>     | 1,80        |
| Up to 5000 m <sup>3</sup>     | 1,30        |
| More than 5000 m <sup>3</sup> | 1,00        |

**K 4** – Coefficient determining the weight of building elements subject to technical expertise/examination.

In the tables below, it is indicated the share of each compartment required to undergo the technical expertise process (in percentage ratio), according to item 3.2, tab.9.

**Table 7.** Benchmarks of coefficients

| Name of the studied elements      |  | Construction 1 level | Multi-storey construction |
|-----------------------------------|--|----------------------|---------------------------|
|                                   |  | %                    |                           |
| <b>Housing type structure</b>     |  |                      |                           |
| 1                                 | Foundations                                    | 4,34                 | 3,84                      |
| 2                                 | Walls, partitions, logs, windows, doors, gates | 14,22                | 23,40                     |
| 3                                 | Flooring / Flooring                            | 3,29                 | 6,45                      |
| 4                                 | Columns, poles, columns and braces on them     | 10,13                | 9,19                      |
| 5                                 | Stairs   | 0,00                 | 2,32                      |
| 6                                 | Crane and brake structures                     | 16,65                | 0,00                      |
| 7                                 | Ceilings / Ceilings                            | 0,00                 | 34,20                     |
| 8                                 | Load-bearing roof structures                   | 37,70                | 0,00                      |
| 9                                 | Coverage of fencing structures                 | 9,57                 | 0,00                      |
| 10                                | Combined roofs or coverings                    | 0,00                 | 17,20                     |
| 11                                | Roof   | 4,10                 | 3,40                      |
| Total                             | %  | 100,00               | 100,00                    |
| Units                             | (coefficient)                                  | 1,00                 | 1,00                      |
| <b>Structures without Housing</b> |  |                      |                           |
| 1                                 | Foundations                                    | 7,34                 | 3,84                      |
| 2                                 | Walls, partitions, logs, windows, doors, gates | 32,50                | 32,59                     |
| 3                                 | Flooring / Flooring                            | 5,29                 | 6,45                      |
| 4                                 | Stairs   | 0,00                 | 2,32                      |
| 5                                 | Crane and brake structures                     | 3,50                 | 0,00                      |
| 6                                 | Ceilings / Ceilings                            | 0,00                 | 34,20                     |
| 7                                 | Load-bearing roof structures                   | 37,70                | 0,00                      |
| 8                                 | Coverage of fencing structures                 | 9,57                 | 0,00                      |
| 9                                 | Combined roofs or coverings                    | 0,00                 | 17,20                     |
| 10                                | Roof   | 4,10                 | 3,40                      |
| Total                             | %  | 100,00               | 100,00                    |

|       |               |      |      |
|-------|---------------|------|------|
| Units | (coefficient) | 1,00 | 1,00 |
|-------|---------------|------|------|

**K 5 – 1,15** Coefficient to be applied when carrying out examination/expertise work in an incomplete volume, for ‘Coefficient determining the weight of building elements subject to technical examination **K 4**’;

**K 6 – 0,8** Coefficient to be applied where it is not necessary to determine the load-bearing capacity of building structures by calculation;

**K 7 – 1,15** Coefficient to be applied for the cost of design and inspection of structures of administrative and residential buildings, factory administrations, canteens, control points, design rooms, etc.;

**K 8 – 1,08** The coefficient to be applied to the cost of pre-contracted works is determined at a rate of 8% of the cost of expert work.

## VI. CALCULATION OF COSTS FOR CHECKING THE PROJECT DOCUMENTATION

The verification of the project documentation is a mandatory step for the approval of the execution of the rehabilitation and energy efficiency works. The cost of these services is calculated on the basis of a standardised formula laid down in CP L.01.12–2013.

$$V = P_c * P / 100 * K_r$$

| Symbol         | Name                               | Explanation  |
|----------------|------------------------------------|--|
| P <sub>c</sub> | Project documentation value (RON)  | To be taken from the calculation of ‘P <sub>c</sub> ’ (Section II) |
| P              | Applicable verification percentage | 8.45% According to Annex A, PA L.01.12–2013 for civil buildings    |
| K <sub>r</sub> | Planned Coefficient of Return      | Standard (may vary from 0.95 to 1.20 if approved)                  |

Annex 17: PROCESS-VERBAL template for the transmission of the target for execution

MINUTES

transmitting the objective for execution

No. \_\_\_\_ / Data \_\_\_\_\_

|            |   |
|------------|---|
| PCA:       |   |
| Objective: | "Energy rehabilitation of the housing block located in mun./or. _____, str. _____ No ____'; |
|            |   |

on the basis of:

- Contract No \_\_\_\_ of \_\_\_\_\_;
- Building Permit No \_\_\_\_ in \_\_\_\_\_;
- Financing contract under the Housing Blocks Financing Product

**1. Participating Parties**

|  |                       |
|--|-----------------------|
| Contracting authority: IP National Centre for Sustainable Energy | Representative:       |
| Final beneficiary:   | Representative:       |
| Executor of the works  | Representative: _____ |
| Construction site manager:                                       |                       |

**2. Subject-matter of the minutes**

Through these minutes, the investor and the final beneficiary send the contractor the construction objective and the related location, in order to execute the works according to the approved technical project and the contractual provisions.

**3. Objective status on transmission**

- the contractor has been provided with access to the objective and the intervention areas;
- the working front was identified on the ground;
- the technical documentation has been sent to the contractor;
- existing utilities: \_\_\_\_\_;
- possible observations: \_\_\_\_\_.

**4. Determined obligations**

1. The Executor confirms that he has taken over the objective and can start the works according to the Start Order.
2. The contractor will organise the site in accordance with the regulatory framework.
3. The beneficiary shall provide the necessary access for the duration of the works.
4. The execution term is calculated according to the contract, starting with the date specified in the Start Order.

## 5. Conclusion

The objective shall be deemed to have been transmitted to the contractor for the execution of the works, without impediments to their commencement.

## 6. Signatures

Investor / IP CNED: \_\_\_\_\_

Final beneficiary: \_\_\_\_\_

Performer: \_\_\_\_\_

Construction site manager: \_\_\_\_\_

Annex 18: Template REQUEST FOR CHANGE OF THE ENTREPRIZATION CONTRACT

**National Center for Sustainable Energy**

|                                |  |
|--------------------------------|--|
| Entrepreneurship contract      |  |
| Subject matter of the contract |  |
| Target address                 |  |

**1. Type of request**

- Extension of execution deadline
- Adjustment of cost estimate / work volumes
- Other contractual changes: \_\_\_\_\_

**2. Description of the request** (*describe the subject matter of the contract before and after the requested modification*)

**3. Description of the circumstances that made the modification necessary** (*Indicate the reasons/arguments for the modification of the procurement contract*)

**4. Estimated impact**

a) Impact on the term:

- Does not affect  Requires extension by \_\_\_\_ days

b) Value impact:

- Does not affect  Requires adjustment by \_\_\_\_ lei

**5. Attachments**

To extend the deadline:

- Background note
- Site Manager Confirmation

To adjust the estimate:

- Establishing act
- Local currencies (F3, F5, F7)
- Technical and economic background note
- Other supporting documents

**6. Declaration**

I declare that the information presented is correct and complete and the works will not be executed until the CNED IP approval.

Annex 19: Narrative report on the quality of the executed works

## NARATIVE REPORT ON THE QUALITY OF EXECUTED WORKS

on the quality of the works carried out by the entrepreneur \_\_\_\_\_  
(Name of Entrepreneur)

Designated under the \_\_\_\_\_ Contract  
(No and date of the contract concluded with the contractor)

the \_\_\_\_\_ Object  
(code, name of the project, object)

1. The report refers to the works carried out by the contractor during the \_\_\_\_\_ 20\_\_ period and is reflected in the acceptance reports for the works carried out under No \_\_\_\_\_.

The total value of the works submitted for payment, including VAT, is \_\_\_\_\_, \_\_\_\_ lei.

### 2. Findings made:

- The works were / were not executed qualitatively and in accordance with the provisions of the Urbanism and Construction Code no. 434/2023, the technical regulations and other normative acts in force.
- The execution project, the Tender Specifications and the expenditure estimate related to the object were/were not respected.
- In the Technical Book were / were not recorded the works and volumes executed.
- The certificates of conformity of the materials used are present / absent and correspond / do not meet the requirements stipulated in the contract.
- Laboratory tests shall be requested/not required. (if required, indicate for which building materials)
- The works were/were not executed in accordance with the quantity indicated in the acceptance reports of the executed works.

I declare on my honour that the data referred to in this report are true.

Site manager \_\_\_\_\_ L.Ș.  
(surname, first name, signature)

\_\_\_\_\_ 20\_\_