|  |  |
| --- | --- |
|  | **PROCUREMENT CONTRACT** |
|  | **Service – Supplies** |
|  | **Number:** |
|  | |
|  | **Object of the contract:**  *Energy Policy Based Loan Monitoring* |
|  | |
|  | **MAXIMUM AMOUNT OF THE CONTRACT:**  *-* |
| |  | | --- | | **Award date:** |   This contract is subject to the French Public Procurement Code in its latest version in force as enacted by [Order No. 2018-1074 issued on 26 November 2018](http://www.marche-public.fr/ccp/ccp-plan-legislative.htm) and its Implementation [Decree No. 2018-1075 issued on 3 December 2018](http://www.marche-public.fr/ccp/ccp-plan-reglementaire.htm) constituting the regulatory aspects of the Public Procurement Code (“CCP”).  It is awarded by means of adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 of CCP. | |

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**special conditions – commitment procedure**

**Between:**

|  |
| --- |
| **EXPERTISE FRANCE SAS**  40, boulevard de Port Royal - 75005 PARIS, France  A simplified joint-stock company with share capital of €828,933 registered under the following numbers:   * SIRET no.: 808 734 792 00035 * Intra-community VAT number: FR36 808734792   Represented by Mr Jérémie PELLET, Managing Director,  **of the first part,** |

**and:**

|  |
| --- |
| **co-contracting party’s name**  (Hereafter the “Contractor”)   * Registered office address: * Registration number at the trade and companies registry: * Intra-community VAT no. (as applicable):   Represented by:  **of the second part,** |

(Hereafter referred to collectively as the “Parties“)

**Whereas:**

In the context of the technical assistance project, hereafter the “Main Contract” (CUZ1064 01 T) signed on *1st August 2023* Expertise France and AFD, covering “*Uzbekistan Energy Sector technical assistance program (23DDU0C027)* “, Expertise France asks the Contractor, which accepts the same, to perform the services and deliver the services under the Contract as set out in the attached technical annex entitled “Specifications”.

**In the light of the foregoing, the following is agreed:**

1. **Object of the contract**

The object of this contract (hereafter the “Contract) is to carry out an “*Energy Policy Based Loan Monitoring* “.

1. **Contractual documents**

The Contract is composed of the contractual documents set out below in decreasing order of priority:

1. This document and its annexes:

* Annex 1 attached: Specifications;
* The Code of Conduct of Expertise France (available at <https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568>);

1. CCAG - General administrative clauses applicable to public procurement for intellectual services approved under the Order of 30/03/2021, subject to the exceptions set out in the Contract.
2. The Contractor’s bid dated XX/XX/XXXX

These documents constitute the entirety of the agreement between the Parties with regard to the Contract. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a Party to the other Party before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any modification to the Contract or the waiver of any right resulting from the Contract must be covered by an amendment signed by a duly authorised representative of each Party.

1. **General characteristics of the Contract**

## Form of the Contract

The Contract is a public contract for services at fixed and total price.

## Term of the Contract

The term of the Contract is 16 months from date of signature by both parties.

The Contract shall expire after all services have been delivered by the Contractor and all rights and obligations of the Parties resulting from the Contract have been extinguished. If all or some of the services remain outstanding by the specified period, the Contractor must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

1. **Financial provisions**

## Amount of the Contract

The amount of the Contract is: XXXXX € exc. VAT.

The amount of the Contract corresponds to the prices stated in the unit pricing schedule below, as applied to the quantities actually delivered.

The unit prices below include all costs and expenses (including taxes of all kinds) which apply to the Contractor under the Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Price heading | Unit (number of days) | Unit price in € exc. VAT | Applicable VAT (rate: ……%) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Form of prices**

Prices are firm and non-modifiable.

## Advance

A advance of 30% of the total amount of the contract is granted to the Contractor at the validation of the first deliverable (“Inception Report”) by Expertise France.

## Payment terms and late payment interest

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

Overall payment terms for monies due under the Contract are thirty (30) days maximum from the date of receipt of the complete invoice, including all supporting documentation, or the date of service/supply acceptance if this date is later. Any missing document will prevent payment.

If these payment terms are not respected, Expertise France will pay late payment interest to the Contractor pursuant to Article R. 2192-10 et seq. of the CCP on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus eight percentage points.

The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

## Presentation of payment demands

In addition to the legal notices (intracommunity VAT no.), invoices relating to the Contract must contain the following information:

* Company name, address and registered office of the Contractor;
* Registration number of the Contractor (SIRET or equivalent);
* Bank account details;
* The code of the department acting as specifying department (stated in the article entitled Contact person and communication);



* Reference number of the Contract;
* The reference and title of the cooperation project concerned (if applicable);
* Clear and accurate description of the equipment/supplies sold and/or services performed;
* If the Contractor’s bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the third-party form duly completed in all cases.

Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of Expertise France on behalf of which the Contract has been placed.

If the Contractor is not obliged to forward invoices via Chorus, it may submit its invoices to the contact person stated in the article entitled Contact person and communication.

Invoices for advances must be accompanied by the corresponding supporting documentation validated by Expertise France.

Invoices for balances (partial definitive payments) must be accompanied by a copy of the acceptance decision for the corresponding services and/or supplies.

Any missing document will prevent payment.

## Bank transfer

Payment for invoiced services/supplies will be made to the bank account identified in the third-party sheet.

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

## Value added tax (VAT)

The Contractor must state the VAT rate applicable to the transaction or, as applicable, its VAT exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

Any Contractor benefitting from exemption must state “VAT exempt” in accordance with the rules that apply to it.

## Taxes and duties

The Contractor shall be directly responsible for all taxes and duties that may be levied against it under the Contract, both in the country of its registered office and in those of project implementation.

1. **inspection and acceptance activities**

## Inspection activities

Inspection activities will be carried out for services and supplies as set out in Chapter 5 of the CCAG-FCS. By way of derogation from Article 23 of the CCAG-FCS, inspection activities will be carried out by:

* the project Manager, Hakim BEJAOUI
* the project Team Leader, Murad Saidakhmedov

## Acceptance of services and supplies

By way of derogation from Article 25 of the CCAG-FCS, acceptance activities will be carried out by:

* The project Manager, Hakim BEJAOUI
* The project Team Leader, Murad Saidakhmedov

Any lack of response from Expertise France shall not equate to tacit acceptance of services or supplies.

1. **Specific terms of execution**

## Deliverables table

|  |  |  |
| --- | --- | --- |
| Item | Deliverables | Submission deadline |
| 1 | Inception Report | On the 1st month after signature of the contract |
| 2 | Completion of Literature Review and Data Collection | On the 3rd month after signature of the contract |
| 3 | Interim Report on Technical and Economic Analysis | On the 4th month after signature of the contract |
| 4 | Interim Report on Environmental and Social Impact Assessments | On the 5th month after signature of the contract |
| 5 | Draft Final Report | On the 7th month after signature of the contract |
| 6 | Final Report and Presentation to Stakeholders | On the 8th month after signature of the contract |

## In addition, the contractor will provide monthly progress updates and hold monthly or bi-monthly meetings (or upon necessity) with Expertise France.

## Expert in charge of the assignment

The assignment must be performed by one or more designated experts whose CV must be appended to the Contract.

The Contractor may therefore not replace any designated expert for the delivery of the services attributed to said expert, unless with prior written approval from Expertise France.

## Place of execution

The services will be performed remotely with mission in Uzbekistan.

## Language of the Contract

This document is written in English, which shall be the reference language for any dispute that may arise regarding the meaning or interpretation of the Contract, to the exclusion of any other language.

## Commitments of the Contractor

The Contractor is subject to a performance obligation and therefore undertakes to:

* comply with the Specifications;
* immediately notify Expertise France in writing of any communication or instruction relating to the services/supplies that it may receive from the Client (beneficiary country or public entity) or from a third party, and not to comply with any such communication or instruction until having discussed the matter with Expertise France and after receiving the latter’s written authorisation;
* notify any difficulty it may encounter with the performance of its obligations under the Contract;
* comply with all applicable laws and regulations of the country of delivery of the services/supplies and adopt an attitude and act vis-à-vis third parties in the interests of Expertise France, such that Expertise France cannot be reproached in this regard by the Client, or by any person the latter may have designated;
* protect the interests of Expertise France vis-à-vis the Client;
* act as a loyal advisor vis-à-vis Expertise France;
* present itself vis-à-vis the Client, partners and local authorities as a Contractor engaged by Expertise France;
* apply the undertakings of Expertise France as expressed in its Code of Ethics, provided in Annex 5 of the Contract.

In the context of Contract execution, the Contractor undertakes to:

* perform the services/supplies in a diligent, effective and economic manner, in accordance with generally accepted techniques and practices;
* employ appropriate modern techniques and safe and affective processes.

## Confidentiality

The Contractor shall treat as private and maintain the confidentiality of all documents and information received or which it becomes aware of in the context of the Project. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the Contract.

In this regard, the Contractor undertakes:

* To protect and maintain the confidentiality of information considered or presented as such;
* To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
* only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from Expertise France;
* to take all necessary steps such that its personnel and third parties involved in execution of the Contract, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause;
* As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the Contract, as soon as said confidential information is communicated to the aforementioned persons;
* to reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of service delivery, the Contractor may not disclose any element of the Contract without prior written consent from the other party.

## Provision of documents

Expertise France shall ensure that the Contractor receives in good time all the documents (as set out below) required for delivery of the services/supplies:

* Terms of reference of the mission
* Technical offer of the Main Contract

## Insurance

The Contractor shall take out, and maintain at is own expense, third-party and professional liability insurance policies covering the physical injury and material and consequential damage that may arise from delivery of the services/supplies.

The Contractor shall also take out, and maintain at its own expense, insurance policies covering its working accident and occupational illness liability with regard to its agents assigned to delivery of the services/supplies.

The Contractor must be able to produce on request by Expertise France all certificates demonstrating its possession of the aforementioned policies.

## Contact person and communication

All communication and notifications between the Parties under the Contract shall take place in written form, either through the exchange of e-mails or via registered letter with acknowledgement of receipt, where the latter form is prohibited in certain cases under the Contract, and shall be deemed to have been validly served from its receipt by the addressee.

All correspondence shall be forwarded, all carriage costs paid, to the following addresses:

|  |  |
| --- | --- |
| For Expertise France : | Expertise France  Hakim BEJAOUI, Project Manager  Sustainable development department  40, boulevard de Port Royal  F-75005 PARIS |
| For the Contractor: | To be completed by the Contractor |

Each Party may modify its address at any time subject to notifying the other Party thereof in writing.

## Understaking against deforestation

Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:

* Meat;
* Eggs ;
* Dairy products ;
* Ready-made meals, margarine, spreads;
* Leather shoes ;
* Automotive upholstery ;
* Household and cleaning products ;
* Agrofuels ;
* Lumber ;
* Solid wood or particle;
* Fuels ;
* Paper ;
* Cardboard ;
* Textiles ;
* Coffee, chocolate ;
* Exotic fruits ;
* Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address : <https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf>

1. **Re-examination clause**

Under Article R.2194-1 et seq. of the Public Procurement Code, Expertise France may amend the provisions of the Contract subject to the following conditions:

* Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.)].

Such modifications shall be notified to the Contractor by simple exchange of correspondence via any means defined by Expertise France guaranteeing full traceability of exchanges.

1. **Similar services**

Under Article R.2122-7 of the French Public Procurement Code, the Contractor may be awarded a contract for similar services to those of the initial contract without advertising or competitive bidding.

1. **penalties**

The amount of penalties will be applied within the calculation of the balance due under the relevant item or purchase order.

## Penalties for periodic documentary deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €50 net per day of delay in the delivery of the periodic deliverables specified in Article 6 “Deliverables table” of the Contract.

## Penalties applicable to submission of final deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €100 net per day of delay in the delivery of the final deliverables specified in Article 6 “Deliverables table” of the Contract.

1. **intellectual property**

## Definitions

The Assignment provided for by this article requires definition of the following terms:

* “Result” means any intended outcome of the performance of the Contract which is delivered and definitively accepted by Expertise France;
* “Creator” means any natural person who contributed to the production of the result;
* “Pre-existing right” means any intellectual property right, including pre-existing technologies owned by Expertise France, the Contractor or any third party with a prior interest in the order to be executed under the Contract.

## Ownership of results

The ownership of results, and the title to related intellectual and industrial property rights, including the solutions and technical information they contain, are entirely and irrevocably transferred to Expertise France under the Contract. This Assignment only covers the economic rights of creators under the conditions set out in Article 8.3 of the Contract. The moral rights of creators are excluded. Such moral rights cover the disclosure, paternity and respect for the integrity of the results treated as a work within the meaning of the French Intellectual Property Code.

The aforementioned elements shall be deemed to be effectively transferred to Expertise France after acceptance of the results delivered to it by the Contractor.

The payment of the price to the Contractor is deemed to include any fees payable to the Contractor in relation to the acquisition of rights by Expertise France, notably all forms of exploitation of the results. The acquisition of such covers all territories worldwide.

## Exploitation of results

By acquiring title to the results developed by the Contractor, Expertise France becomes the holder of all economic copyright relating to such rights. In this regard, yet without the list being exhaustive, Expertise France may exploit the results for the following purposes:

* internal exploitation:
  + disclosure to its personnel;
  + communication disclosure to persons and entities working for Expertise France or cooperating with it, including contractors, subcontractors (whether legal or natural persons), EU institutions, agencies and bodies and member states' institutions;
  + installing, uploading, processing, arranging, compiling, combining, retrieving, copying, reproducing in whole or in part and in unlimited number of copies.
* distribution to the public:
  + in paper, electronic or digital format;
  + on the internet as a downloadable/non-downloadable file;
  + via display, radio or television broadcasting or any other transmission technique;
  + otherwise in any form and by any method.
* modifications:
  + modification of content, form or technique;
  + addition of new elements of content and form;
  + adaptation using new media;
  + translation into any language;
  + digitisation and computer processing.

## Licensing of pre-existing rights

Expertise France shall not acquire ownership of pre-existing rights. The Contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to Expertise France, which may use the pre-existing rights as set out in Article 8.3. Such licences shall become effective from the moment the results are delivered by the Contractor and accepted by Expertise France. On delivery of the results, the Contractor may, as required, provide Expertise France with a list of pre-existing rights and third parties' rights, including those of its personnel, of creators and of other right holders. The licensing of pre-existing rights to Expertise France under the Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

## Guarantees

When delivering the results, the Contractor shall warrant that they are free of rights or claims from creators and third parties, including in relation to pre-existing rights, for any use envisaged by Expertise France.

On request from Expertise France, the Contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties, except for the rights owned by Expertise France.

## Image rights

If natural, recognisable persons appear in a result or their voice is recorded, on request from Expertise France the Contractor shall submit a declaration in which such persons (or of the persons exercising parental authority in case of minors) give their permission for the described use of their image or voice. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

1. **Termination of the contract**

## General terms of performance

The Contract is subject to the termination clauses as defined in Articles 29 to 36 of the CCAG.

By way of derogation from Article [40 of the CCAG PI] [42 of the CCAG FCS] [52 of the CCAG TIC], termination for reasons of general interest is not applicable to this contract. However, the parties agree on the possibility of terminating the contract by mutual consent.

In the event of early termination, the Contractor shall immediately return to Expertise France all documents it may have received for the purposes of execution of the Contract.

## Termination of the Contract due to the non-availability of a designated expert

In the event of the non-availability of a designated expert, the Contractor shall notify Expertise France thereof within 3 days and, within 14 days at the latest, propose the CV of a replacement expert of at least the same level or expertise. If these replacement conditions are not respected, Expertise France may terminate the Contract due to fault on the part of the Contractor.

Regardless of the circumstances, should an expert remain unavailable for a cumulative duration of 3 weeks without a satisfactory replacement having been found, Expertise France may automatically terminate the Contract.

Termination for the non-availability of a designated expert shall not establish any entitlement to any form of compensation for the Contractor.

## Procedure

Any termination decision shall be notified by Expertise France to the Contractor by registered letter with acknowledgement of receipt. It shall state the effective date of termination.

1. **safety and security measures and responsabilities**

The Contractor is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present Contract and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues.

In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, Expertise France cannot be held responsible in any way whatsoever.

1. **ethics**

The Contractor also undertakes to take note of the  [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568) and to comply strictly with it (the Expertise France code of conduct is available on the agency’s website: [www.expertisefrance.fr](http://www.expertisefrance.fr)).

Any breach to comply with the code of conduct may result in the termination of the Contract and incur the liability of the Contractor.

1. **Administration of personal data**

Under Article 13 or Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the Contractor is notified that personal data (notably name, first name and e-mail address) collected under this contract may be processed.

The legal basis under which such processing is performed are set out in c) and e) of Article 6.1 of the GDPR, namely:

* The processing is necessary in order to comply with a legal obligation by which Expertise France is bound;
* The processing is necessary for performance of a public-interest assignment or which falls within the scope of the public authority entrusted to Expertise France.

The purposes of the processing are as follows:

* Management and monitoring of this Contract
* Management and monitoring of reports forwarded to donors and other supervisory authorities.

Recipients or category of recipients of the personal data are exclusively authorised personnel of Expertise France, ministries and state operators and donors responsible for awarding and executing this contract, including any service providers assisting them with their activities.

Retention period: the data will be held throughout the execution of the contract, including the DUA (duration of administrative usefulness) applicable to the contract.

Under Articles 15 to 21 of the GDPR, persons whose personal data is collected enjoy a right of access, rectification and deletion with regard to such data. They also enjoy the right to restrict and refuse processing on legitimate grounds. The information and other rights of data subjects may be exercised by contacting the Data Protection Officer of Expertise France ([informatique.libertes@expertisefrance.fr](mailto:informatique.libertes@expertisefrance.fr)).

Persons whose personal data is collected under this procedure may submit a complaint to CNIL.)]

1. **Dispute resolution - applicable law**

Any dispute between the Parties relating to the existence, validity, interpretation, execution, and termination of the Contract (or any of its clauses) that the Parties cannot resolve amicably within 30 days of the notification of the dispute by the requesting Party to the other Party, shall be submitted to the competent court.

The applicable law for this Contract is French law, to the exclusion of any other law.

1. **Derogation from the CCAG**

The following articles of this document derogate from the CCAG-FCS:

* article 5 derogates from article 28 and 15 of the CCAG ;
* article 9 derogates from article 14 of the CCAG

1. **AUDIT**

The Contractor may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present Contract. This audit may be carried out by Expertise France or by a third party appointed by Expertise France and may not be refused by the Contractor. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the Contractor. Scheduled audits may be carried out periodically or spontaneously at the request of Expertise France or a third party. In all cases, the contractor will be informed at least 5 working days in advance.

The Contractor therefore undertakes to:

* Allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits;
* Submit documents relating to the performance of the present Contract as well as any documents required by the auditors;
* Demonstrate transparency and respond to auditors’ requests;
* Implement any corrective measures that may be necessary.

Expertise France will notify the Contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.

The Contractor also undertakes to allow Expertise France, or any other third party mandated by Expertise France, to carry out an investigation in the case of an allegation of a prohibited practice[[1]](#footnote-1) relating to the present Contract, under the conditions set out above.

The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.

The conclusions may prescribe the implementation of actions and a deadline for completion.

Any refusal by the Contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation.

1. **Final provisions**

## Declaration

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares:

* that no natural or legal person on whose behalf the Contractor is acting is subject to the prohibitions set out in Articles L. 2141-1 to L. 2141-6 and L. 2141-7 to L. 2141-11 of the French Public Procurement Code or any equivalent prohibition issued in another country;
* that the commitments made by the Contractor within the scope of the Contract do not create a situation of conflict of interest that may affect the execution of the Contract;
* that the Contractor have not committed any act that may influence the process of Project implementation to the detriment of the Beneficiary, and notably that no Understanding has been, or will be, entered into;
* that the negotiation, award and execution of the Contract has not given rise to, nor will do so in the future, any act of corruption as defined in the United Nations Convention Against Corruption dated 31 October 2003;
* accepts that the Contract will be awarded in accordance with standard practices and in electronic format.

Furthermore,

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) certify that:

* they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;
* they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
* for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;
* for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>;
* for France, see: <https://gels-avoirs.dgtresor.gouv.fr/List>;
* for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
* they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address:

<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market)*.

Finally, the Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.

They undertake to inform Expertise France without delay of any change in our situation during the execution of the contract with regard to the present declaration.

FOR THE CONTRACTOR:

In.....………....….., on...…….....20....

Preceded by the handwritten words “Read and approved":

Signature[[2]](#footnote-2):

Name:  
First name:

Role:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In.....………....….., on...…….....20....

Signature[[3]](#footnote-3):

Name:  
First name:

Role:

**Done in one original copy retained by Expertise France.**

**Annex 1: Specifications**

**Terms of Reference**

**Energy Policy Based Loan Monitoring**

|  |  |
| --- | --- |
| Project name | Uzbekistan Energy sector technical assistance program  23DDU0C027 |
| Assignment name | Consultancy for the Energy Policy Based Loan Monitoring |
| Beneficiary | Ministry of Energy of Uzbekistan  Ministry of Economy and Finance of Uzbekistan |
| Country | Uzbekistan |
| Indicative Duration | 16 months |

# Context

In August 2020, the Republic of Uzbekistan signed an Energy Climate Policy Based Loan (PBL) Phase 1 with AFD in co-financing with the Asian Development Bank (ADB). The aim of the PBL was to implement reforms in the energy sector to ensure low-carbon development.

In addition to this, AFD provided the 1st Technical Assistance (TA) amounting to 400 000 EUR to perform some activities in different areas such as energy regulation, electricity tariff, bioenergy, energy sector modelling, gender support and screening of future transmission projects.

More than 3 years after the signing of the PBL Phase 1, Uzbek authorities renew an action plan backed by a coherent budgetary and fiscal strategy aimed at tackling power sector restructuring, strengthening of the regulatory environment, improvement of financial stability, power sector decarbonisation, and energy efficiency.

Within the framework of this political commitment, the Ministry of Energy (MoE) and the Ministry of Economy & Finance (MoEF) confirmed their interest for an Energy Climate Policy Based Loan (PBL) Phase 2 in 2024 with a co-financing from AFD and ADB.

As with PBL Phase 1, AFD provide a TA of 1.5 M€ related to the PBL Phase 2 to support the authorities’ efforts in line with the previous TA described above.

Expertise France (EF) is implementing this TA to the benefit of the Uzbek government (notably MoEF and MoE) for a period of 3 years (2023-2026).

In this context, a Matrix of public policy actions (Annex I) was built and constitutes key objectives for the Government of Uzbekistan for implementation. This policy Matrix was designed in dialogue between AFD, ADB and representatives from the Government of Uzbekistan (GoU), mainly the MoEF and the MoE. This Matrix is composed of four areas:

* Area 1 - Power Sector Restructured and Regulations Adopted (5 policy actions);
* Area 2 - Sector financial sustainability improved (5 policy actions);
* Area 3 - Power sector carbon intensity reduced (3 policy actions);
* Area 4 - Demand Side Energy Efficiency Increased (1 policy action).

The Matrix includes several follow-up points (third column in the Matrix; “Follow-up points”) per public policy actions package. They describe the expected impacts (mainly technical, organisational, legal and social) after the fulfilment of the policy actions of the PBL Phase 2. Please note that these follow-up points are not binding for the government of Uzbekistan but will be used as a basis of discussion between MoEF/MoE and AFD for a multi-year dialogue.

As part of this ongoing public policy dialogue, AFD also plans to monitor the policy actions completed and to be completed in the future by GoU in order to consider the possibility of an Energy Climate PBL (Phase 3).

# Executing entities & Technical Assistance Steering Committee

MoEF, MoE and the Energy Market Development and Regulatory Agency (EMDRA) are the Executing Entities for the Program (PBL and Matrix implementation). They have, among others, the following functions:

* Collaborate with the other institutions/stakeholders to fulfill the objectives of the Matrix;
* Organize regular meetings of the TA Steering Committee with EF;
* Name a focal point within each Executing Entity to facilitate the implementation of the Matrix;
* Review and provide no objection to the terms of reference for TA activities undertaken in relation with the PBL and Matrix.

Technical Assistance Steering Committee (TASC) consist of representatives from the Ministry of Energy (Deputy Minister), Ministry of Economy and Finance (Deputy Minister), AFD deputy representative and Expertise France (team leader).

TASC have annual meetings (in total three meeting throughout duration of TA) and can be consulted in an informal session during the entire implementation of the TA.

As indicated in section *4.Provisional schedule & Deliverables*, the Providor or team of consultants may be invited to take part in the TASC to present the deliverables produced (Activities 1 to 3).

The preparation of the intervention during the TASC and the execution of the Activities will be under the responsibility of the EF Team Leader.

# Objectives & Scope of Work

The purpose of these Terms of reference is to hire an independent and international Providor or team of consultants (“the Providor”) to perform the following activities over the next 2 years:

1. **PBL Phase 2 Monitoring Reports** before each TASC (summaries, presentations and reports in English and Russian):
   1. 1st report due in June 2025;
   2. 2nd report due in June 2026.
2. **PBL Strategic environmental and social assessment (SESA)** to evaluate the anticipated and/or observed E&S impacts following the implementation of PBL Phase 1 & 2 policy actions (summaries, presentations and reports in English and Russian).
3. **Evaluation report of the PBL Phase 2** in order to assess the project's performance and propose recommendations for a possible PBL Phase 3 (summaries, presentations and reports in English and Russian):
   1. Inception report (detailing the evaluation design, work plan, and methodology) due in April 2026;
   2. Final Report due in June 2026.

## Kick off meeting

Latest 15 working days after commencement of the activities, a kick-off meeting shall be arranged by the Providor involving all Executing Entities, and on the donors’ side: EF/AFD and ADB (to be confirmed).

The objective of this kick-off meeting shall be to:

* Introduce the teams;
* Confirm communication channels;
* Present the envisaged Providor’s workplan;
* Exchange information, data, documentation, document request list; and
* Plan for stakeholder meetings.

The Providor will prepare minutes of meeting including a workplan and distribute to participants.

The Providor shall proactively arrange for calls/meetings with the stakeholders throughout the whole assignment in order to obtain data, documents, reports, feedbacks and comments, inform about findings and agree on on-site activities.

## Activity n°1 - PBL Phase 2 Monitoring Reports

Each annual report (mid-2025 and mid-2026) will consist of the following parts:

1. Overview of electrical energy sector highlights in the country over the last year (max. 3 pages).
2. Detailed list of all the legal texts related to the electrical energy sector approved over the last year, with a technical analysis for each one (max. 5 pages).
3. For each area in the matrix, a dedicated section for each of the following subjects (max. 5 pages per area) :
   1. Progress made in the **follow-up points** as listed in the Matrix;
   2. Progress made towards achievement of **the four mid-term objectives** listed in the Matrix (“Outcome Indicators”);
   3. Based on (i) the progress made and (ii) the impacts (technical, legal, environmental, social and organisational) assessed, **proposals for** **policy actions & technical assistance** **activities** to be implemented by the Government in the future.
4. Conclusion and general recommendations (beyond the 4 areas) on the energy sector in Uzbekistan (max. 2 pages).

## Activity n°2 - Strategic environmental and social assessment

The overall objective of the PBL Strategic environmental and social assessment (SESA) is to ensure that the PBL’s actions and activities are designed and implemented in a manner that maximizes potential environmental and social benefits while avoiding, minimizing or otherwise mitigating environmental and social harm.

Findings of the assessment will be used for discussing the definition, formulation and implementation of measures or technical assistance to improve environmental and social performance/management outcomes of the PBL and to avoid any negative environmental and social effects, specifically harm to vulnerable groups.

The PBL SESA shall include the following activities:

1. **E&S legal framework in Uzbekistan and gap analysis**

* Identify relevant national stakeholders.
* Collect existing E&S Policies and national regulatory framework.
* Collect the results of similar activities conducted by other IFI.
* Analyse how current practices align with selected international standards for E&S, identifying key areas of non-compliance or partial compliance.
* Assess national stakeholder’s institutional capacity/responsibility to effectively anticipate, define and manage the expected E&S risks/impacts (see 2. Below) as well as to plan, monitor and report on E&S mitigation measures.

1. **Assessment of E&S impacts/risks related to the specific public policy actions of PBL Phase 1 and 2**

* Analyse and comment the screening conducted by AFD on the potential future E&S impacts (negative and positive) of each public policy action in phase 2.
* Review the following PBL’s policy actions by identifying and assessing the direct and indirect E&S risks and potential future positive impacts:
  + 2.7
    - Look in particular the redistributive effects of the electricity tariff change and the potential positive impact on society of reducing energy subsidies.
    - Propose monitoring indicators to track the impact of this policy action
  + 2.14
    - In particular, analyse the involvement of civil society in the development of this long-term, structuring strategy
* Identify the existing safeguards linked to the identified direct and indirect risks and impacts. This will be done through:
  + An analysis/a mapping of regulatory and legal E&S framework in Uzbekistan (e.g., laws, regulation, procedures, standards etc.);
  + An analysis of existing institutional practices, institutional policies and management procedures in the context of E&S management;

1. **Recommendations**

* Propose actions (as part of a possible technical assistance) to strengthen the institutions for a better management of the E&S framework.
* Formulate concrete mitigation measures for direct and indirect E&S significant risks for policy actions 2.7 & 2.14, in the form of new policy actions, to be included into the policy matrix of the next phase of the PBL. The formulation of these measures should be done by paying a particular attention to their relevance, their acceptability towards all parties as well as the PBL’s overall design and approach;

The PBL SESA will be based on publically available information as well as documents provided by AFD and the relevant stakeholders.

Documents may include:

* Information about investments and/or other interventions to be enhanced by the policy reforms under the PBL;
* Documentation on relevant national legislation ;
* Documentation on the various sectors’ stakeholder’s E&S management system and practice;
* Assessment of the various sectors, including strategic E&S Assessments; and
* Other relevant documentation.

**The PBL SESA will be performed in line with the following standards (non-exhaustive list):**

* World Bank Development Policy Financing, July 2017;
* World Bank Policy (July 2015): [Program-for-Results Financing](https://thedocs.worldbank.org/en/doc/687061437494014317-0290022015/original/ProgramforResultsFinancingPforRPolicyJuly2015.pdf), Catalogue Number: OPCS5.04-POL.01, OPCS;
* World Bank Directive (July 2015): [Program-for-Results Financing](https://thedocs.worldbank.org/en/doc/593381437494441178-0290022015/render/ProgramforResultsPforRDirectiveJuly2015.pdf), Catalogue Number: OPCS5.04-DIR.01, OPCS;
* WB [E&S Safeguard Standards](https://www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards);
* For aspects related to labor, International Labor Organization (ILO) core labor standards.

The PBL SESA Report will be concise, focusing on tables and flow-charts and include the following main content (not necessarily in this order and outline):

1. Executive Summary (max. 3 pages);
2. Objective & methodological approach with short summary of key activities conducted during the assignment (max. 2 pages);
3. E&S legal framework in Uzbekistan (max. 3 pages);
4. Gap analysis of the E&S practices of electrical energy sector stakeholders in Uzbekistan in relation to available international standards (max. 2 pages);
5. Assessment of impacts/risks related to the specific public policy actions (max. 2 pages per policy action);
6. Recommendations Table (policy actions and TA) (max. 3 pages);
7. Conclusion (max. 1 page).

## Activity n°3 - Evaluation report of the PBL Phase 2

The evaluation is designed to assess the extent to which the inputs provided by AFD/EF in the framework of public policy budget financing (funds, public policy dialogue, and technical assistance) have had an impact on the formulation and/or implementation of public policy in the energy sector and on the public institutions supported.

The evaluation therefore covers not only financial support but also all technical assistance activities, whatever their source of funding. The nature, scope and modalities of the dialogue on the public policies concerned also fall within the scope of the support provided and will have to be the subject of specific attention during the evaluation process.

Given the nature of the operation (notably budget financing), AFD's contribution can only be evaluated taking into account the financing and technical assistance provided by other donors and the Government of Uzbekistan.

The evaluation covers the period between 2023 and 2026. The period covered is not limited to the disbursement period and corresponds to the period of dialogue, implementation of technical assistance and monitoring of results.

**As these terms of reference are drafted several months before the activity n°3 is due to be performed, it is understood that it will be possible to modify/detail the focus of the evaluation when it starts. This will be done in agreement with the Providor** **and Expertise France (in discussion with AFD).**

**The methodological framework is set out in the Annex 3.**

The evaluation report shall cover the following topics:

1. **Relevance of the choice of PBL tool and its consistency with the context**

The Providor will assess the appropriateness of the action carried out with regard to the objectives, intentions and issues at the outset (relevance of the intervention at its origin). More specifically, the Providor will examine the relevance of the support method chosen for this intervention (PBL) compared with other support methods (project approach, programme approach).

Specifically, the Providor will have to check that the financial instrument used is appropriate to the borrower's financial situation.

1. **Relevance and quality of the project approach and its implementation**

The Providor will pay particular attention to the internal coherence of the intervention. This will involve assessing whether the three types of input (funds, technical assistance, dialogue on public policies) are consistent with each other in terms of achieving the objectives.

It will also assess the external coherence of the intervention (consistency with actions undertaken by other players, in particular bilateral and/or multilateral donors).

1. **AFD's contribution to the achievement of direct and indirect outputs and effects on institutions**

(i) The Providor will first assess the **direct outputs** of the intervention:

- Predictable availability of funds. In particular, the Providor may analyse whether the budget allocated to the energy sector has increased as a result of the PBL;

- Better coordination of public policy dialogue and technical assistance: to what extent has the PBL contributed to the coordination of support for capacity development and to effective and efficient public policy dialogue between the main stakeholders (government, donors, civil society, private sector, etc.).

- Better alignment with government strategies and national procedures.

(ii) The Providor will assess the indirect effects of the intervention: improved processes for formulating and implementing public policies, strengthening of public sector institutions, improvements in terms of governance, and increased quantity and quality of goods and services provided by the public sector.

Assessing the effects on the formulation and implementation of public policies will be based in particular on monitoring the public policy matrix (Activity n°2). This will involve: assessing the implementation of policy actions and their effect on the formulation and/or implementation of the public policies they target. The Providor will produce an overall assessment of the implementation of the policy actions and will deepen their analysis on the sectors/areas of concentration of AFD's support and will assess how the matrix was relevant and well positioned to achieve the expected results.

In addition to analysing the matrix and achieving the indicators, the Providor will have to assess and explain the extent to which the intervention, and more specifically the public policy dialogue and technical assistance activities, have contributed to changes in public policies and institutions. The relevance, effectiveness and effects of the dialogue and technical assistance will therefore be analysed.

1. **Efficiency of the operation**

The Providor will analyse the efficiency of the operation. This will involve:

- Assess the amount of the AFD loan;

- Assessing the amount of the technical assistance.

To do this, the Providor will have to analyse the time spent by AFD in appraising and monitoring the implementation of the operation (a balance sheet to be provided by AFD) and account for the financial resources mobilised in the form of subsidies (subsidy for the TA).

1. **AFD's added value (including TA)**

In this section, the Providor will assess the specific contribution and added value of AFD's action in relation to other interventions or methods available to the Uzbek government. It will be necessary to make a critical judgement, which will highlight the strengths and weaknesses of AFD's action. This analysis may focus on the characteristics of the financial resources provided by AFD, the content of the dialogue and technical assistance or any other issue identified by the Providor.

1. **Evolution of energy sector results (between 2023 and 2026)**

In this section, the Providor is expected to document the main sectoral developments, without seeking to link them to the public policy supported by the PBL. To do this, the Providor will retrieve existing and available secondary data linked to the results and impact indicators and analyse them in order to document the main sectoral developments.

1. **Impact of PBL on energy sector results**

The Providor will identify how the PBL has contributed to the results identified.

1. **French influence in the energy sector**

The Providor will analyse the effects of the PBL on AFD's positioning in the energy sector and the benefits of public policy actions and technical assistance activities for French companies in the energy sector.

The evaluation report will consist of the following parts:

1. Executive Summary (max. 3 pages).
2. Justification, objective and methodology of the evaluation (max. 1 page).
3. PBL Evaluation (max. 15 pages):
   1. Relevance of the choice of PBL tool and its consistency with the context;
   2. Relevance and quality of the project approach and its implementation;
   3. Direct and indirect outputs;
   4. Efficiency of the operation;
   5. AFD's added value;
   6. Evolution of energy sector results;
   7. Impact of PBL on energy sector results;
   8. French influence in the energy sector.
4. Summary table of the above criteria assessment (max. 1 page).
5. Lessons learnt and recommandations (max. 2 pages).

# Provisional schedule & Deliverables

|  |  |
| --- | --- |
| **Milestones** | **Date** |
| **Kick off meeting with all stakeholders & Workplan** | March 25 |
| **Activity n°1.1 - PBL Phase 2 Monitoring Report 2025** |  |
| Gathering information & interviews with energy sector stakeholders | March 25 – May 25 |
| 1st version of the 2025 report | June 25 |
| Final version of the 2025 report & presentation during the TASC | July 25 |
| **Activity n°1.2 - PBL Phase 2 Monitoring Report 2026** |  |
| Gathering information & interviews with energy sector stakeholders | March 26 – May 26 |
| 1st version of the 2026 report | June 26 |
| Final version of the 2026 report & presentation during the TASC | July 26 |
| **Activity n°2 - Strategic environmental and social assessment** |  |
| Gathering information & interviews with key stakeholders | March 25 – May 25 |
| 1st version of the report | June 25 |
| Final version of the report & presentation during the TASC | July 25 |
| **Activity n°3 - Evaluation report of the PBL Phase 2** |  |
| Inception report | April 26 |
| 1st version of the evaluation report | May 26 |
| Final version of the evaluation report & presentation during the TASC | June 26 |

# Providor Profile

The skills required to conduct this assessment are those of a team of experts covering the following areas:

* Technical and sectoral knowledge and expertise in the energy field;
* Knowledge of the different aid modalities and in particular budgetary financing;
* Extensive experience in the definition/design/drafting of policy reforms, preferably in lower- middle-income countries, and/or countries from Eastern Europe, Caucasus and Central Asia;
* Experience and knowledge working with IFIs, AFD and the Relevant Standards;
* Experience in Uzbekistan;
* Adequate language skills (English, Russian and Uzbek);
* Knowledge and professional experience in evaluation in the field of development cooperation and in particular in the evaluation of budget support.

# Recruitment Procedures

Technical and financial offer should be submitted to Expertise France through the platform PLACE. The financial offer should indicate daily rate, while technical offer should outline methodology, experts to be involved and their CV/bio.

**Annex 1: Policy Matrix and Monitoring Framework**

|  |
| --- |
| **Country’s Overarching Development Objective**  Sustainable, inclusive, and market-led power sector development facilitated. a |

|  |  |
| --- | --- |
| **Outcome**  Environment conducive to private investment and sector sustainability improved. | **Risks and Critical Assumptions**  A: Electricity demand growth rate continues to increase as envisaged in sector development plan. |

| **Prior Actions: Subprogram 1**  **(Completed: July 2019 – July 2020)** | **Prior Actions: Subprogram 2**  **(Completed: August 2020- August 2024)** | **Follow-up points**  **(AFD TA n°2)** | **Outcome Indicators (ADB/AFD)** | **Post Program Partnership Framework (ADB/AFD)** |
| --- | --- | --- | --- | --- |
| **Reform Area 1:** Power Sector Restructured and Regulations Adopted | | | |  |
| * 1. Government adopted the power sector development program for 2020–2030 developed by the Ministry of Energy as the new sector regulatory and policy-making entity which contains (i) long-term investment program to decarbonize the sector; (ii) diversification of energy resources; and (iii) time-bound plan for deregulation and competitive power market Description of policy action. | 2.1. Government approved the next stage of energy sector reform, including electricity sector market liberalization concept and a phased transition road map, to be implemented over 2023-2030, for opening of the electricity market and establishment of an independent market operator to promote competition and private sector participation in the sector.  2.2. Government submitted to the Parliament the new Electricity law based on the sector market liberalization concept to ensure transparent and non-discriminatory functioning of the sector and sector entities, and promote private investments and renewable energy penetration. | Objective: A clear structure and general rules for the efficient, transparent and non-discriminatory operation of the electricity sector.  Follow-up :  - Task allocation between the different players in the energy sector (CoM, MoE, Regulator Agency, Single Buyer, SoEs).  - Operationalization of the Regulator Agency.  - Number of licenses issued. | 1. Share of private sector participation in power generation in capacity terms increased to at least 15% by 2025 (2019 baseline: 0%).   Source: Annual report of MOE.  b | 1. Biannual reporting on progress against 3-phased transition plan under Presidential resolution 166; 2. Biannual reporting on progress made on approvals of the two draft laws (PA 2.2 and PA 2.15) submitted to the Parliament; and 3. annual report on progress achieved against NEGU's debt management plan. |
| * 1. Government (i) approved a power sector reform implementation plan for 2019–2022, (ii) unbundled Uzbekenergo; and operationalized the newly created JSC TPP and 10 generation companies, JSC NEGU, and JSC REPN with accounting, functional and legal separation completed, and (iii) JSC TPP, JSC NEGU, and JSC REPN approved KPIs to establish separate operational targets for the unbundled entities. | 2.3. The newly created 9 JSC TPPs and 14 distribution subsidiary branches generated IFRS-based audit financial statements for full consolidation with JSC TPP and JSC REPN. | Objective: Financially sustainable companies with a long-term strategy.  Follow-up:  -IFRS financial statement progress.  -Status of fulfilment of financial KPIs.  -Indebtedness capacity. |
| * 1. To promote gender equality in the power sector, MOE adopted a policy for promoting gender equality, including gender responsive HR policies and women-friendly infrastructure at workplace. | * 1. MOE approved Strategy for implementation and monitoring of the Energy Sector Gender Policy.   2. MOE to approve grievance redressal mechanism for gender-based violence prevention at workplace. | Objective: Implementing sustainable gender actions in the electricity sector.  Follow-up:  -Gender action plan follow-up by company.  -Gender KPIs. |
| **Reform Area 2:** Sector financial sustainability improved | | | |
| 1.4. Government established and operationalized an autonomous tariff commission under the Cabinet of Ministers to set and enforce cost recovery tariffs. | * 1. The government established an independent energy market regulator governing the sector with key functions of developing market rules and regulations, tariff determination, licensing, and market development. c   2. Government adopted a new tariff methodology including social protection measures for the vulnerable | Objective: Implementing a transparent and competitive energy market in Uzbekistan while vulnerable people and companies remain protected.  Follow-up :  -New tariff scheme impact.  -Implementation of the electricity market. | 1. Ratio of operating revenue to operating sector cost of unbundled state-owned electricity utilities increased to 1 or higher by 2025 (2019 baseline: 0.93 JSC REPN, 1.03 JSC NEGU, not available for JSC TPP).   Source: Annual audited financial statements of REPN, NEGU, and TPP. d   1. Revenue collection rates improved to 99.0% by 2025. (2019 baseline: 95.0%). e |
| 1.5 Government implemented a single-buyer market structure for power sector mandating JSC NEGU to be the single buyer and an action plan to roll out country-wide advance electricity metering system. | * 1. Government decoupled the functions of single buyer from JSC NEGU and transferred it to newly established guaranteed buyer (JSC Uzenergosotish) as central buyer, off taker and seller of electricity.   2. Government decoupled the function of retail business from REPN and transferred it to the newly created subsidiary (JSC Energosavdo) with plans to later privatize the distribution network functions of regional distribution companies. | Objective: Ensuring the management of the fiduciary system pending the operationalization of the electricity market.  Follow-up:  -Implementation of the new entities.  -Readiness to implement the electricity market. |
| 1.6. Government has approved the use of the following structures for selected energy projects in order to encourage private investments: (i) credit enhancement mechanism to mitigate off-taker risks as interim measure to build market confidence; (ii) seeking private investments in renewable generation using model PPP structure; and (iii) has approved a grid interconnection code for non-discriminative access to the grid | * 1. Government adopted the transmission grid code, serving as the framework for grid usage, system services, grid expansion, general grid operation and network efficiency. | Objective: Attract private investors within an established regulatory framework.  Follow-up:   * Status of RES projects launched under public tendering or by direct agreements. * Status of transmission subsector reform model. * Impact of grid codes on grid management. |
| 1.7. MOE approved a gender sector policy for the power sector PPP projects to promote gender equality with a view to reaching a 5% target of total female employment. |  |  |
| **Reform Area 3:** Power sector carbon intensity reduced | | | |
| 1.8. Government adopted an implementation plan to strengthen NDC ambition to reduce carbon intensity of the economy by 10% of the 2010 level by 2030 by cascading the objective to the power sector and adding climate adaptation dimension to energy strategy. | 2.12. Government adopted: (i) revised NDC and increased its commitment to reduce specific GHG emissions per unit of GDP from 10% to 35% below 2010 levels by 2030; and (ii) corporate climate change and environmental management policy for hydropower. | Objective: Energy sector contributes to a more ambitious NDC  Follow-up:  -Status of inventory of GHG emissions.  -Status of preparation of revised NDC (2025/26) and action plan.  -Alignment of electricity companies with NDC’s objectives.  -Implementing climate change resilience actions in the hydropower sector.  -Progress of National Adaptation Plan.  -Modelling of electricity sector emissions (within the LTS). | 1. Share of renewable energy sources, excluding hydropower, in electricity generation mix of Uzbekistan increased to 15% by 2025 f (2020 baseline 1%). g |
| 1.9. Government approved a policy to reduce carbon intensity of electricity generation covering the following: (i) national renewable energy target to add 5GW solar and 3GW wind by 2030 (renewable shares: 15% of total generation); (ii) retirement of old and inefficient fossil-fuel power plants of 5.9GW by 2030; (iii) increase hydro power imports from neighbouring countries during summer months. | 2.13. To increase hydropower imports from neighbouring country, NEGU signed a power purchase and sales agreement with Barqi Tojik, the power generation company of the government of Tajikistan. | Objective: Decarbonization and diversification of energy sources & Modernizing and digitalizing the distribution grid.  Follow-up:  - Status of development of bioenergy and new technologies in Uzbekistan.  - Status of hydroelectric power imports.  - Status of decommissioning plan.  - KPI for T&D.  - Development of tariff mechanism and regulatory framework for rooftop solar. |
| 1.10. Government approved a program to reduce carbon intensity in the transmission and distribution subsector covering the following: (i) launch of grid expansion and loss reduction plan study in support of renewables; (ii) digitalization and introduction of nation-wide SCADA system; (iii) program for distributed household or small community based renewable system closer to consumers; and (iv) distribution network modernization and loss reduction program | 2.14. Government approved energy sector master plan, including increase in the RE share, reduction of GHG emissions in line with its NDC commitments, and plan for modernization of its transmission and distribution network. |
| **Reform Area 4:** Demand Side Energy Efficiency Increased | | | |
| 1.11. Government approved an energy efficiency roadmap to reduce the energy demand across the economy covering the following: (i) improving regulatory standards for energy efficiency, (ii) energy balance data management, (iii) energy savings targets by 2022 for high energy consuming enterprises. | 2.17. Government passed Resolution on measures to accelerate the rational use of energy resources and introduction of modern energy-saving technologies. | Objective: Energy efficiency requirements for domestic industries are adopted and implemented  Follow-up:  -Status of roadmap for implementation of energy efficiency requirements in industry.  -Status of decree on the energy audit on the industrial company. |  |
| 1.12. To reduce power consumption for space heating in urban areas and to improve the efficiency of heat networks, the government approved an action plan for the improvement of energy efficiency in the heat supply system for Tashkent city, covering the following: (i) introduction of billing and advanced metering system for individual households; (ii) conducting energy audit on heat supply system; and (iii) exploring the suitability of the PPP modality. |  | Objective: Develop ambitious plan and roadmap for energy efficiency in district heating  Follow-up :  -Status of Program on the development of District Heating System  -Status of setting energy efficiency targets for main cities urban network. |

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| **Budget Support**  **Subprogram 1:**  ADB: $200 million (regular OCR loan)  AFD: EURO 150 million (loan)  **Subprogram 2:**  ADB: $300 million (regular OCR loan)  AFD: EURO 100 million (loan) |

A = assumption, ADB = Asian Development Bank, AFD = Agence Francaise de Developpement, G = gigawatt, GHG = greenhouse gas, JSC = Joint Stock Company, MOE = Ministry of Economy, NDC = national determined contributions, NEGU = National Electric Grid of Uzbekistan, OCR = ordinary capital resources, PPP = public-private partnership, R = risk, RE = renewable energy, REPN = Regional Electrical Power Networks, SCADA = supervisory control and data acquisition, TPP = Thermal Power Plants.

a Government of Uzbekistan. 2019. Presidential Decree No. 4249: *On the Strategy for Further Development and Reform of the Electric Power Industry of the Republic of Uzbekistan*. Tashkent.

b As of December 2023, 8%.

c In December 2023, the government appointed the first head of the regulatory body and, in January 2024, approved the measures to organize activities for developing and regulating the electricity market through Presidential Resolution 28. In April 2024, the government, through Cabinet of Minister’s Resolution 252, approved the Charter of the Regulator, defining the key roles and responsibilities of the regulator as an independent body.

d As of December 2022, 0.96 JSC REPN, 0.92 JSC NEGU, and 1.06 for JSC TPP

e As of December 2022, 97.8% for REPN

f To strengthen the relationship between policy reforms and expected outcome, subprogram 2 added one new outcome indicators to capture progress on improvement in energy mix.

g As of December 2023, 8.3% excluding hydropower

**Annex 2: Methodological framework for the Activity n°3**

The evaluation will seek to assess the extent to which the objectives of the initiative have been achieved. To do this, the evaluators will base themselves on the PBL approach. If the approach appears incomplete or inadequate, they will have to reconstruct it. The approach is made up of all the activities implemented (funds, technical cooperation activities, policy dialogue), the monitoring method adopted (including indicators), the direct achievements in terms of the policy process, the achievements relating to the formulation and implementation of Uzbekistan's energy policy, the expected results and effects, and the hypotheses that explain how the activities led to the effects in the context of the intervention.

To facilitate this step, the evaluators can refer to the budget support effects chain described in the evaluation framework of the OECD method, which can be summarized as follows:

1. **Inputs:** transfer of funds, public policy dialogue and performance indicators, and technical cooperation activities.
2. **Direct outputs:** improving the relationship between external support and the national budget and public policy processes. Direct outputs can be interpreted in terms of opportunities created for the government: creation of budgetary space, production of knowledge or opportunities for dialogue to improve policy formulation, etc.
3. **Indirect outputs:** expected positive changes in the quality of public policy, the soundness of institutions, the quality of public spending and improvements in the delivery of public services.
4. **Results:** expected positive effects at the level of beneficiaries, service users and economic actors, due to improved public policy management and service delivery.
5. **Impacts:** expected positive effects on sustainable and inclusive economic growth, poverty reduction, etc.

The OECD method proposes a methodological approach to evaluating budget support based on three stages, which makes it possible to analyse the contribution of budget support to the results and impacts of the public policy supported:

* Stage 1: assessing budget support inputs and their effects on direct and indirect outputs.
* Stage 2: evaluating the results and impact of the public policy supported.
* Stage 3: identify how budget support has contributed to the results and impacts identified. This stage links stages 1 and 2 and rules on the causal links between budget support and the results and impacts of the public policy supported.

1. Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020> [↑](#footnote-ref-1)
2. Date and original signatures [↑](#footnote-ref-2)
3. Date and original signatures [↑](#footnote-ref-3)