

# **Energy Community**

**Tender documents and conditions for**

## **Study on the Implementation of the New EU Renewable Energy Directive in the Energy Community**

**Vienna, 13 March 2009**

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## A. Introduction

The Energy Community is an international organisation created by the Treaty establishing the Energy Community of 2005. The Energy Community has legal personality as recognized in the Headquarters Agreement with the Republic of Austria of 2007. Its Parties are the European Community on the one side and Albania, Bosnia & Herzegovina, Croatia, Former Yugoslav Republic of Macedonia, Montenegro, Serbia and UNMIK on the other side. The Treaty creates institutions such as the Ministerial Council, the Permanent High Level Group (hereinafter “PHLG”), the Regulatory Board (hereinafter “ECRB”) and the Secretariat (hereinafter “ECS”).

The ECS, in accordance with Article 67 of the Energy Community Treaty, supports the Parties and the other institutions. It is responsible for executing the budget of the Energy Community (approved by the Ministerial Council) and will act as the project coordinator towards the consultant conducting the project.

The Treaty establishing the Energy Community envisages the possibility for the Ministerial Council to decide on the inclusion of new pieces of European legislation (“*acquis communautaire*”), and to decide on a timetable for implementation in the Contracting Parties. At its meeting on 11 December 2008, the Ministerial Council welcomed the proposal to launch a study on the impact and modalities of a possible inclusion of the recently agreed EU directive<sup>1</sup> on the promotion of the use of energy from renewable sources in the Energy Community. The present tender follows up on this political mandate.

## B. Applicable law

According to Article 66 of the Procedural Act of the Ministerial Council of the Energy Community on Procedures for Establishment and Implementation of Budget, Auditing and Inspection, procurement shall be done in accordance with the relevant provisions of the Austrian Federal Public Procurement Law (*Bundesvergabegesetz 2006*, Federal Law Gazette I No. 17/2006) in its most recent version (“hereinafter “the Public Procurement Law”). The Law, which implements EU public procurement law, is available on the Internet (in German) at [www.bva.gv.at](http://www.bva.gv.at).

The procedure takes place below the threshold of € 206.000 triggering the applicability of the European Community Directives.<sup>2</sup>

Given the Energy Community’s legal nature as an international organization and in line with Article 5 of the Headquarters Agreement with the Republic of Austria, the present public procurement procedure is not subject to review by the Austrian authorities.

## C. Award procedure

The ECS decided to award the contract through an **open procedure** (§§ 25(2), 27 of the Public Procurement Law).

Following publication of the contract notice, interested companies are invited to download the present tender documents and to submit their tenders by regular mail (no faxes or electronic mail) by **14 April 2009 (not later than 18.00 hrs)**. The risk of timely submission is with the bidders. Tenders arriving at the ECS after **14 April 2009** at 18.00 hrs will not be considered.

<sup>1</sup> The provisional text of the Directive can be downloaded from:  
<http://www.europarl.europa.eu/sides/getDoc.do?type=TA&reference=20081217&secondRef=TOC&language=EN>

<sup>2</sup> § 12 of the Public Procurement Law.

The opening of the tenders<sup>3</sup> will take place on **15 April 2009** at **10.00 a.m.** at the **premises of the ECS, Am Hof 4, A-1010 Vienna**. The bidders are entitled to be present at the opening. Upon evaluation of the tenders by the ECS and the eventual elimination of tenders not fulfilling the criteria laid down by the law,<sup>4</sup> the ECS will select the successful bid based on the predetermined award criteria. The ECS will notify the result to the bidders by electronic mails not later than **21 April 2009**. The contract shall be awarded and signed by both parties not later than **30 April 2009**.

The contract will be awarded only to one bidder/one bidding consortium.

## D. Contracting Authority

The contracting authority is the

Energy Community  
Am Hof 4, Level 5  
A-1010 Wien

## E. Contact Details

The tenders and all related documents shall be submitted in paper in two copies by mail or courier to the Energy Community Secretariat at the address given above. Submissions shall be made in a closed and sealed envelope bearing the following readable reference: "Renewable Energy Study 2009" and the remark "Do not open without explicit authorisation".

Within the ECS, the project manager and contact person for all submissions, requests and additional information is

Mrs. Gabriela Cretu  
[gabriela.cretu@energy-community.org](mailto:gabriela.cretu@energy-community.org)  
Fax: 0043 1 535 2222 11

Any inquiries and requests concerning these tender documents and the procedure shall be sent by email or fax in English to the ECS and will be answered without delay by email. Inquiries and requests shall be made in due time and worded so as to not reveal the identity of the inquirer.

## F. Content and Format of Tenders

All documents submitted during the public procurement procedure, including the bids, the annexes, declarations etc. as well as the oral communication throughout the whole procedure must be in English only.

The bidders are required to submit a fully elaborated tender based on the present tender documents including the tender specifications. The content and format of tenders shall comply with the stipulations of the Law.

The tender shall contain in particular:

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<sup>3</sup> § 118(1) of the Public Procurement Law.

<sup>4</sup> § 129 of the Public Procurement Law.

- Name of the bidder, seat and address;<sup>5</sup>
- Duly authorized contact person(s)<sup>6</sup> together with telephone and fax number and email address; (in accordance with template in Annex 3)
- Detailed description on how to provide the services and deliverables required by the tender specifications, including the tools and methodologies to be used;<sup>7</sup>
- A detailed time schedule for the deliverables to be provided in line with the tender specifications;
- All-inclusive price<sup>8</sup> in Euro, based on a detailed and commented break down for each cost position for services and deliverables necessary to fulfil the requirements of the tender specifications (see Annex 4);<sup>9,10</sup>
- Evidence for the bidder's suitability in form of
  - Recent extract from the professional and trade registers in the country of origin not older than three months;<sup>11</sup>
  - Evidence for the authorization to provide the services requested in the country of origin;<sup>12</sup>
  - Signed declaration that the bidder (or its management and board members) have not been subject to a conviction by final judgment for any crime or offense related to professional misconduct, or any other crime or offense calling into question his/her professional eligibility;<sup>13</sup>
  - Signed declaration that the bidder is not subject to pending insolvency or is in the process of being wound up, or has already been wound up;<sup>14</sup>
  - Signed declaration that the bidder has complied with his/her obligation to contribute to social security systems and has paid taxes and other charges in accordance with the law of the country of origin.<sup>15</sup>
- Evidence for specific experience gained by the bidder in the field covered by the tender specifications and related fields, in particular renewable energy and the electricity sectors within the European Union and/or the South East European Contracting Parties and Observers;<sup>16</sup>
- List of name of the persons to be entrusted with the preparation of the study as well as evidence for their qualification, including their curricula vitae and language skills;
- Declaration of the bidder assuring the completeness of his/her tender;
- List of annexes;

<sup>5</sup> Any change in address shall be disclosed immediately to the ECS.

<sup>6</sup> The contact persons must be authorized to represent the bidder, to negotiate and to conclude the contract on his/her behalf. Authorization shall be duly evidenced, e.g. by a copy of the register or certificate of authority.

<sup>7</sup> The most relevant elements shall be highlighted.

<sup>8</sup> VAT listed separately.

<sup>9</sup> The detailed price calculation shall include the man-hours allocated the hourly rates of the staff used, as well as on other expenses. Costs for business trips foreseen shall also indicate any daily allowances to be paid.

<sup>10</sup> Errors in the calculation shall not lead to the exclusion of the tender.

<sup>11</sup> To the extent such registration is required by the country of origin.

<sup>12</sup> To the extent such authorization is required by the country of origin.

<sup>13</sup> § 68(1) No 1 and 4 of the Public Procurement Law. In case such declaration cannot be provided, the bidders are requested to present evidence explaining the circumstances.

<sup>14</sup> § 68(1) No 2 and 3 of the Public Procurement Law. In case such declaration cannot be provided, the bidders are requested to present evidence explaining the circumstances.

<sup>15</sup> § 68(1) No 6 of the Public Procurement Law. In case such declaration cannot be provided, the bidders are requested to present evidence explaining the circumstances

<sup>16</sup> The evidence shall be made in the form of actual list of references within the last three years, including the value of the respective projects, the delivery dates as well as the names of clients. For consortia, the proportion of the total project which was conducted by the bidder shall be indicated.

- Date and legally valid signature.

Alternative<sup>17</sup> and modification bids<sup>18</sup> are not permitted.

## G. Contract Award Criteria

The contract will be awarded to the **most economically advantageous tender**.<sup>19</sup> In applying the award criteria as defined below, the Energy Community will award the contract to the tender offering the most appropriate and economic solution of the highest quality to the task as specified in the tender specifications.

The award criteria (§ 2 No 20 lit. d) aa) of the Law) for selecting the most economically advantageous tender are the following (in order of their relevance):

Contract award criteria	Weighting in %
<b>Quality</b>	<b>70%</b>
- Compliance with the tender specifications	30%
- Specific experience of the bidder	30%
- Qualification of the bidder's employees	10%
<b>Price</b>	<b>30%</b>

## H. Service specifications

The study to be developed shall comply with the attached service specifications (see Annex 2). They form an integral part of the tender documents.

## I. Budget envisaged

The budget limit foreseen for this study is 200.000 €.

## J. Other contractual arrangements

### **Subject-matter**

The consultant provides the ECS consulting services as described in the service specifications (Annex 2) at the price agreed.

The consultant shall perform his tasks under the operational guidance of the ECS throughout the whole duration of the contract.

The consultant shall fully cooperate with the Energy Community Renewable Energy Task Force with a view to effective achievement of the objectives described in Annex 2.

All deliverables shall require acceptance by the Director of the ECS in accordance with the service specifications.

<sup>17</sup> § 81 of the Public Procurement Law.

<sup>18</sup> § 82 of the Public Procurement Law.

<sup>19</sup> § 100 of the Public Procurement Law.

In case the consultant does not comply with the accepted time frame, the ECS may unilaterally reduce the overall price by 10% for each beginning week of delay.

### ***Representation of the ECS***

The Energy Community shall be represented solely by the Director of the Secretariat in all matters related to the contract.

### ***Representation of the consultants***

The consultant shall be represented solely by a person to be nominated by him in all matters related to the contract.

### ***Quality of services***

The consultant undertakes to provide the services required on the highest level of professionalism, relying only on staff possessing the qualification and experience necessary to fulfill the objectives of the contract.

### ***Place of delivery***

Place of delivery is the seat of the Energy Community Secretariat, Am Hof 4, 1010 Vienna, Austria unless otherwise agreed by the parties in writing. Upon prior information of the consultant by the ECS, meetings and presentations may take place at another location as determined by the ECS.

### ***Language regime***

The deliverables as well as all communication – both in writing and orally - shall be made in English only.

### ***Information requirements***

The consultant will report to the Energy Community periodically on the status of work and on all developments relevant for the accomplishment of the project, and will coordinate the work with the Energy Community.

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

The consultant shall inform the Energy Community immediately and on his/her own initiative of any problems occurring in connection with the performance of the contract.

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

### ***Staff of the consultant***

The consultant shall inform the Energy Community of any change in staff assigned to the project. Staff not satisfying the professional standards necessary for the execution of the tasks assigned to him/her with a view to the provision of the services as agreed shall be replaced. The consultant shall replace staff without delay at the reasoned request of the ECS. The consultant shall be responsible for any delay in the implementation of the contract due to replacement of staff in accordance with this provision.

### ***Labour law standards***

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

### ***Further responsibilities of the consultant***

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

### ***General terms and conditions***

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

### ***Subcontracting***

Subcontracting of the services to be provided in whole or in parts shall be permitted only upon prior written consent by the Energy Community.

### ***Payment***

Payment of the price agreed shall be made in two stages, namely 30% within two weeks following the acceptance by the Energy Community of the Inception Report, and 70% within two weeks following the acceptance by the Energy Community of the Final Report. Payment shall be made through bank transfers to one single bank account as indicated by the consultants. Payments require an invoice issued by the consultant.

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

### ***Ownership and intellectual property rights***

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

The consultant shall ensure that the deliverables under the contract are free from any rights of or obligations towards third parties or otherwise be liable for compensation.

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

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

## ***Liability and termination***

The consultant shall be liable for any breaching of or defaulting in the performance of this contract, including but not limited to cases of non-performance, late performance or faulty performance. The consultant shall be liable for any action or forbearance of his representatives, employees, subcontractors or other persons entrusted with tasks in performance of the contract or at the occasion of performance of the contract. Members of a consultancy consortium shall be subject to joint liability.

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

If a party fails to remedy the breach or default which it is liable for within five working days, the other party shall have the right to terminate the contract immediately after having notified the former party in writing of the breach or default. This right shall be without prejudice to the right to compensation and to recover payments already made.

Notwithstanding the above, the Energy Community may terminate the contract at any time upon 14 days' written notice. In the event of such termination the consultants shall be paid for any portion of the services that have been performed prior to the termination.

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

## ***Assignment of claims***

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

## ***Offset***

The Energy Community may offset its payment obligations towards the consultant against any claims it might have against the consultant.

## ***Confidentiality***

The consultant shall not disclose to third parties without prior written consent any information on the project in whole or in parts. The consultant shall not disclose to third parties without prior written consent any information of non-public nature obtained from Energy Community or came across in the course of performing the services under the contract.

The confidentiality obligation shall continue to apply after the completion of the contract.

Additional legal commitments regarding data protection and secrecy remain unaffected.

## ***Use of the name of the Energy Community and its institutions***

The consultant shall not use the name of the Energy Community, Energy Community Secretariat or Energy Community Regulatory Board in any commercial advertisement or other promotional material.

### ***Applicable law and jurisdiction***

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

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

### ***Severability***

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

### ***Modification of the contract***

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

## **K. Bidding consortia**

Tenders may be submitted by bidding consortia. A consortium shall nominate one authorised representative in the tender and state that its members will, in case of being awarded the contract, carry out the project bearing joint liability. The tender shall clearly specify the tasks to be performed by the individual members of the consortium. One undertaking may only participate in one consortium.

## **L. Declaration by bidders**

By submitting a tender, the bidder declares that he/she is fully aware of the content of the present tender documents including the service specifications for the study, that he/she is authorized to prepare the study tendered, that he/she offers to prepare the study tendered at the conditions laid down in the tender documents including the service specifications, and at the price offered, and that he/she will be bound by his/her offer after the expiry of the deadline for submission of tenders until the expiry of the deadline for contract awarding, i.e. 30 April 2009.

By submitting a tender, the bidder further declares

- a) to accept Parts I and II of the Austrian Procurement Law as the legal basis for the present procurement procedure;
- b) to not make any arrangements regarding pricing or other informal agreements with other service providers contravening statutory provisions, conventions, or general principles of competition law, and that he/she is aware that such a contravention results in an exclusion from the tender procedure;
- c) that he/she has the economical, financial and technical ability to prepare the study and deliver the results in accordance with these tender documents.

## **M. Confidentiality during the procurement procedure**

All commercial and business secrets as well as other non-public information and data relating to or submitted by the companies involved in the tender as well as the Contracting Authority shall be handled strictly confidential by the companies addressed and the bidders during and after the tender. Additional legal commitments remain unaffected.

## **N. Final provisions**

The Energy Community reserves the right to correct possible obvious mistakes in the tender documents.

Costs incurred by the undertakings notified by the ECS and by bidders in the course of the present procurement procedure, including costs related to preparatory work, documentation and certificates, translations, participation in negotiations etc. will not be reimbursed.

## ANNEX 1 - Key Data Sheet

Subject of the tender:	Study on the Implementation of the New EU Renewable Energy Directive in the Energy Community
Contracting entity:	Energy Community A-1010 Vienna, Am Hof 4, Austria
Type of procedure:	Open procedure
Submission of tenders:	14 April 2009
Latest date for contract awarding:	30 April 2009
Contract award criteria:	The contract is awarded to the most economically advantageous tender

## **ANNEX 2 - Service Specifications**

### **Study on the Implementation of the New EU Renewable Energy Directive in the Energy Community**

#### **1. Objectives**

The objective of the study is to analyse the conditions and modalities for the development of renewable energy resources in the context of the implementation of the new EU Renewable Energy Directive in the Contracting Parties of the Treaty establishing the Energy Community. The Republic of Moldova, Ukraine and Turkey, as candidates to the accession to the Energy Community, shall be included in the scope of the study (referred hereafter as "candidate Contracting Parties").

#### **2. Background**

Under the Treaty establishing the Energy Community, implementation of the acquis for renewables aims to overcome key challenges for the Contracting Parties such as growing dependence on energy imports, fragile security of energy supplies, the need for a sustainable development and limiting energy and transport sectors' impact on environment.

According to Article 20 of the Treaty, the Contracting Parties have to develop national plans for the adoption of:

- Directive 2001/77/EC on the promotion of electricity, produced from renewable energy sources in the internal electricity market, and
- Directive 2003/30/EC on the promotion of the use of biofuels or other renewable fuels for transport.

The plans have been submitted for approval to the Ministerial Council within one year after the Energy Community Treaty entered into force. Further deadlines for implementation have been set in the approved plans.

In December 2008, the European Parliament adopted the Climate Change Package which aims to ensure that the EU will achieve its climate targets by 2020: a 20% reduction in greenhouse gas emissions, a 20% improvement in energy efficiency, and a 20% share for renewables in the EU energy mix.

The new Renewable Energy Directive lays down mandatory national targets to be achieved by the EU Member States through promoting the use of renewable energy in the electricity, heating and cooling, and transport sectors in order to ensure that by 2020 renewable energy makes up at least 20% of the EU's total energy consumption. The agreement also foresees also that by 2020 renewable energy - biofuels, electricity and hydrogen produced from renewable sources - account for at least 10% of the EU's total fuel consumption in all forms of transport.

The provisional text of the Directive can be downloaded from:

<http://www.europarl.europa.eu/sides/getDoc.do?type=TA&reference=20081217&secondRef=TOC&language=EN>

In the Directive's recital 35 it is mentioned – "If, by virtue of a decision taken under the Energy Community Treaty to that effect, the contracting parties to that treaty become bound by the relevant provisions of this Directive, the measures of co-operation between Member States foreseen in this Directive will be applicable to them."

This is confirmed in the text of the Directive in Article 9(8): "Member States and the Community shall encourage the relevant bodies of the Energy Community Treaty to take, in conformity with the Energy Community Treaty, the measures which are necessary so that the Contracting Parties to that Treaty can apply the provisions on cooperation foreseen in the present Directive between Member States." Therefore, once the Directive is implemented by the Contracting Parties, they could also take part in the cooperation mechanisms available to EU Member States (statistical transfers and joint projects whereby virtual transfers of renewable energy are possible).

However, the Directive also ensures that even before it is implemented by Contracting Parties, there are incentives for EU Member States and Contracting Parties to jointly develop renewable energy resources: Articles 9 and 10 of the Directive allow EU Member States to enter into "joint projects" with third countries (such as Contracting Parties) and to count the imported electricity towards their mandatory targets. Under such joint projects, Contracting Parties can agree financing, investment aid or other support and EU Member States benefit from the lower cost and significant potentials for developing renewable energy in the Contracting Parties. A clear understanding of the renewable energy potential of Contracting Parties is a crucial first step in developing renewable energy, in agreeing joint projects with EU Member States and in implementing the Directive.

According to the (Article 26) of the New EU Renewable Energy Directive on the promotion of the use of energy from renewable sources, for the EU MS several articles of the Directives 2001/77/EC and 2003/30/EC shall be deleted with effect from 1 April 2010 and both Directives will be repealed with effect of 1 January 2012.

### **3. Scope of Work – Tasks Description**

**Task 1** – Review the current state of development of renewable energy in each of the Contracting Parties and candidate Contracting Parties:

- assess the current framework among Contracting Parties and candidate Contracting Parties in promotion of the energy from renewable energy sources (laws, policies, measures and instruments, strategies, institutions, regulations);
- calculate the share of renewable energy sources in the energy mix for 2005 and 2006 for each Contracting Party and candidate Contracting Party and present a split per sector (electricity, transport, heating and cooling) and main type of renewable energy in accordance with Eurostat practice;
- assess for each Contracting Party and candidate Contracting Party the 2020 forecast of total gross final energy consumption. This modelling work should give results for interim periods (such as those specified in the Annex 1b of the new Directive) with a detailed breakdown of results for all sectors of the economy, all renewable energy technologies, under a "business as usual" scenario and under a more ambitious policy scenario. (The analysis should be consistent with that of the European Commission's as represented in the "European Energy and transport: trends to 2030" publication)

- assess for each Contracting Party and candidate Contracting Party the potential for development of the main renewable energy sources;

**Task 2** – Analyse the impact of the new requirements of the Renewable Energy Directive have for the Contracting Parties and Candidate Contracting Parties considering the available renewable energy potential and the provisions for co-operation among EU Member States and Contracting Parties as foreseen in the New EU Renewable Energy Directive in terms of:

- potential quantities and costs of renewable energy available under joint projects between third countries and EU Member States;
- the development of national action plans;
- mandatory national targets, differentiated efforts based on GDP per capita;
- improved Guarantee of Origin System and its relevance to the EU consumer market;
- for the cooperation mechanisms for renewable energy available to EU Member States and other countries or parties which have implemented the directive;
- administrative procedures, planning reforms, training standards and information requirements;
- and grid system issues including management transparency, the integration of renewable energy and the current and planned interconnector capacity with the EU;

**Task 3** – Based on the methodology prepared by the European Commission, calculate targets to be achieved by 2020.

The calculation of mandatory targets shall be consistent with the EU's need to reach at least a 20% share of renewable energy and the need to ensure that all countries jointly using the cooperation mechanisms have ambitious targets that will generate new renewable energy capacity in the country. (Details of the methodology are contained in the annex to the Impact assessment SEC(2008)85).

**Task 4** – Provide an evaluation of the costs associated with the fulfilment of the mandatory targets referred to under Task 3, assess the investment opportunities, the associated employment possibilities, GHG savings and reduction in fossil fuel consumption.

#### 4. Deliverables

The Consultant shall provide the following deliverables:

##### (a) Inception Report

The Consultant shall provide an inception report one month after the signature of the Contract. Within this report the consultant will describe his working concept and provide a draft *time schedule* for performing all necessary tasks including all relevant milestones.

##### (b) Draft Final Report

The Consultant shall provide the draft final report describing all tasks performed and the progress reached during the project no later than 15 November 2009. The Consultant will provide within this report his findings concerning the objectives described within Annex 2.

##### (c) Workshop presenting the results of the study

The Consultant shall organise a workshop describing the tasks performed and the progress reached during the project, in the period between 20 November and 10 December 2009. The draft outcomes are forwarded to the Contracting Parties and candidate Contracting Parties for evaluation and comments.

(d) Final Report

The Consultant shall provide a final report describing all tasks performed and the progress reached during the project no later than 15 December 2009. The Consultant will provide within this report his findings concerning the objectives described within Annex 2 and taking into consideration the views and comments provided by the Contracting Parties and candidate Contracting Parties.

(e) Relevant Documents

The Consultant will submit all relevant documents elaborated during the project (e.g. sensitivity analysis, presentations etc.) indicating also the energy modelling tools used to perform the study.

Draft and final reports in English (the text source in MS Word and source of all figures and tables produced accordingly); intermediate discussions and progress reporting.

## **5. Project duration**

The time necessary to finalise the above mentioned task is estimated about 7 months, starting with the signature of the contract with the consultants.

## ANNEX 3 - Bidder Form

<b>Project Coordinator:</b>	<b>Energy Community Secretariat</b>
<b>Subject of Tender:</b>	Study on the Implementation of the New EU Renewable Energy Directive in the Energy Community

<b>Bidder:</b>	
Company, Commercial Registry Number:	
Address:	
Telephone and Fax Number:	
Email-Address:	
<b><i>Person authorized for delivery:</i></b>	

## ANNEX 4 – Cover Sheet Pricing

	<b>Net price in EURO (excl. VAT)</b>	
<b>Study on the Implementation of the New EU Renewable Energy Directive in the Energy Community</b>		