



TENDER DOCUMENTS

Selection of Consultant for a Study on

**Energy statistics in the Energy Community:
Benchmarking of energy statistics systems, assessments of
administrative capacity and resources and drafting road map on
the Energy Community level**

Vienna, March 2010

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Section 1. Call for Tenders

1. The Energy Community Secretariat (hereinafter referred to as: ECS) intends to commission a study on "Energy statistics in the Energy Community: Benchmarking of energy statistics systems, Assessments of administrative capacity and resources and drafting road map on the Energy Community level."
2. A consultant will be selected in an Open Procedure as described in the Section 3 of these tender documents,
4. The tender documents include the following parts:
 - Section 1 – Call for Tenders
 - Section 2 – Service Specifications
 - Section 3 - Instructions to Bidders
 - Section 4 - Technical Proposal Form
 - Section 5 - Financial Proposal Form
5. All eligible bidders are invited to submit their proposal by mail, by courier or by delivery in person **not later than April 8th 2010 before 18:00 hrs CET** to the following address: **Energy Community Secretariat, Am Hof 4, 5th floor, A-1010 Vienna.**

Slavtcho Neykov, Director

Section 2. Service Specification

Energy Statistics in the Energy Community: Benchmarking of Energy Statistics Systems; Assessments of Administrative Capacity and Resources and Drafting Road Map on the Energy Community Level

Background

The Treaty establishing the Energy Community¹ ("the Treaty") was signed in 2005 and entered into force on 1 July 2006. Encompassing the European Union (EU) on one side and seven Contracting Parties (CPs) in South East Europe (Albania, Bosnia and Herzegovina, Croatia, the former Yugoslav Republic of Macedonia, Montenegro, Serbia and UNMIK) on the other side, the Treaty essentially aims at extending the EU *acquis* on energy to the Contracting Parties. By signing the Treaty, the Contracting Parties committed themselves to implementing certain pieces of EU legislation into their domestic legal orders. Moreover, the Treaty establishes a set of institutions and procedures to further develop and adapt the *acquis* applicable in the Energy Community (the Ministerial Council and the Permanent High Level Group) and to monitor, assist and enforce its implementation (Energy Community Secretariat)².

The Energy Community has already been set to develop a common concept for energy statistics for the purpose of the Treaty. Energy Community Secretariat (ECS) and CPs had to identify a unified approach for statistics related to Energy Community activities³.

This task was performed as planned and a common concept was agreed among statistical experts at the 1st Statistical Workshop of the Energy Community held in October 2009 in Vienna. This concept included the common platform and unified approach based on EUROSTAT/ IEA/ UNECE⁴ methodology as presented in Energy Statistic Manual⁵ and EUROSTAT/ IEA questionnaires⁶. For energy market data, common platform was found in EUROSTAT methodology and EU regulations, which includes, in addition to the adopted energy *acquis*, EU directives and regulations for energy statistics and transparency of energy prices⁷.

ECS and CPs had already performed ad hoc assessment of the level of their energy statistics. This is provided in a form of Questionnaire supplied to ECS by all Contracting Parties. In cooperation with IEA and EUROSTAT and based on the supplied Questionnaires and previously published studies⁸, ECS prepared the Stocktaking report⁹ which presented the level of available energy statistics in CPs as of October 2009. The workshop resulted with the Conclusions¹⁰ that all CPs should implement this agreed common platform.

To do so, it was recommended that each CP should develop its own action plan to harmonize its energy statistics to the level defined in the common platform. Action plan will include identification of deficiencies of existing statistical systems, necessary measures and activities and needed support in administrative, technical, financial and human resources. ECS was expected to provide coordination in the process.

¹ <http://www.energy-community.org/pls/portal/docs/36298.PDF>

² For more information, visit: http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY

³ Work plan of the ECS for 2008-2009, item I.2 <http://www.energy-community.org/pls/portal/docs/95823.PDF>

⁴ IEA stands for International Energy Agency and UNECE stands for United Nations Economic Commission for Europe

⁵ http://www.iea.org/Textbase/nppdf/free/2004/statistics_manual.pdf

⁶ see: http://epp.eurostat.ec.europa.eu/cache/ITY_SDDS/en/nrg_indic_esms.htm

http://epp.eurostat.ec.europa.eu/cache/ITY_SDDS/en/nrg_pc_esms.htm

⁷ http://epp.eurostat.ec.europa.eu/portal/pls/portal/!PORTAL.wwpob_page.show?_docname=1834264.PDF

⁸ Good Governance Report" CARD Project 2005 "Facilitating and Implementing the Energy community in south East Europe", 2007 and IEA study "Energy in Western Balkans: the Path to Reform and Reconstruction", 2008

⁹ <http://www.energy-community.org/pls/portal/docs/450184.PDF>

¹⁰ <http://www.energy-community.org/pls/portal/docs/454177.PDF>

Based on the Conclusions from the Statistical Workshop, ECS had developed guidelines and a template for CPs' to develop their action plans. The preparation of action plan is handed over to officials for statistics designated from each CP, who are expected to coordinate preparation of action plans under the guidance of PHLG members.

Action plans should be prepared by the end March 2010 in cooperation and coordination with ECS, and submitted to ECS.

Objectives

The key objective of the study is to obtain competent assessment of the current status of energy statistics relevant for the implementation of the Treaty in the Contracting Parties and for Observers (Beneficiaries of the study), of the required measures and resources in order to streamline the efforts to harmonize energy statistics with the rules and procedures applicable for energy statistics in OECD¹¹ and EU countries, including transmission of data to International Energy Agency and EUROSTAT and publication thereof.

The final goal of ECS is to achieve full compliance of energy statistics in the Contracting Parties and, to the extent possible, in Observers with methodologies and procedures applicable in the IEA and EU, so that their energy statistics are comparable with the same type of information presented by IEA for OECD and EUROSTAT for EU countries.

Scope of work

ECS is a party to whom Consultant will be legally and professionally liable for performance of tasks assigned in the contract.

The study will be focused on the Contracting Parties to the Treaty establishing the Energy Community, namely Albania, Bosnia and Herzegovina, Croatia, former Yugoslav Republic of Macedonia, Montenegro, Serbia and UNMIK and the Observers, namely Georgia, Moldova, Ukraine and Turkey. These Contracting Parties and Observers are Beneficiaries of the study.

The work shall include:

1. To assess the legal framework for energy statistics, reporting systems and produced energy data against benchmarking with agreed common platform, from the sources made available to the Consultants from ECS, Beneficiaries and other relevant available sources¹², as well as from field missions to relevant institutions of each Beneficiary, and when necessary to check and verify findings from other sources (including statistic offices, ministries, agencies and/or other entity involved in monitoring and forecasting energy data); the main scope of this is to check and verify findings and assessments presented in the Stocktaking report, as well as in the submitted Questionnaires by the CPs and in their Action plans;
2. To review the Action Plans and identify gaps in either data collection and procedures and methodologies applied compared to the EUROSTAT and EIA requirements/benchmarks;
3. When and if necessary, to assist in developing the Action Plans for the Observers¹³ who are lagging behind in the process;
4. To recommend amendments and changes in the Action Plan of a Beneficiary, depending on assessment of actual capacity of each Beneficiary to establish a reporting system, conduct adequate surveys and compile and aggregate data in order to enable synchronization and harmonization of time schedules for specific activities;

¹¹ OECD stands for Organization for Economic Co-operation and Development

¹² Such as publication of IEA, EUROSTAT and other sources of official energy statistics

¹³ This may be relevant for Georgia, Moldova and Ukraine. Observers did not commit to develop action plan

5. To define additional tasks and activities required to overcome identified gaps for being in compliance with the EUROSTAT/EIA reporting requirements per Beneficiary, to estimate technical, financial and human resources needed to overcome them and to set priorities for further action;
6. Based on the identified requirements, gaps and recommendations, to design and organize a practical "hands-on" training course for energy statistics officials from Beneficiaries where such gaps are identified, using available systems and actual energy data for the year 2009.
7. To prepare Road Map on the Energy Community level which would include:
 - List of activities and measures to be conducted by the Beneficiaries;
 - Coordinated time schedule for implementation of activities and measures for each Beneficiary and for the Energy Community;
 - Necessary resources with specification of available and lacking resources;
 - Necessary support and assistance common for more or all the Beneficiaries;
 - Requirements for individual support and assistance for particular Beneficiary.

Required input

Consultant staff and qualification

The tasks to be performed by the consultant require an in-depth understanding of law and practice in energy statistics, particularly energy related statistics in EU, knowledge of and experience with the energy sectors as well as experience with the Contracting Parties. Although all input from Beneficiaries are expected to be provided in English, knowledge of local language(s) (either by staff of the consultant or by a sub-contractor) is an advantage.

Consultant staff should include a project manager, who may be also a key expert, and experts for research and field missions.

The Project manager is expected to provide efficient project management in limited timeframe with regard to complexity of matters, geographical scope, different levels of statistical infrastructure in Beneficiaries and institutional variety across the region.

The Professional staff will conduct research of available energy statistics, procedures and methodologies used by Beneficiaries, from different sources, including international statistic sources and field missions in Beneficiary. The time and duration of their field mission will depend on the information made available by ECS, assessments from the documentation made available to the Consultant, progress made and reported in the meantime and findings in the field.

Professional staff will also conduct consultations with ECS and Beneficiaries on specific topics as may arise in different stages of the project.

The Consultant is expected to propose number and duration of engagement of the professional staff per category and tasks.

Support staff may be engaged if necessary, for clerical and logistic matters, translation and similar tasks.

Expected input from ECS

ECS shall make available to the Consultant:

- all documents developed, submitted or otherwise available to ECS, relevant for the Energy Community and each of the Beneficiary and particularly of relevance for energy statistics in the Energy Community,

including the Stocktaking report mentioned under Scope of work Task 1, Questionnaires submitted by CPs and other documents;

- info on nominated contacts in all Beneficiaries,
- liaison in the ECS for communication with the Consultant and coordination with Beneficiaries, if necessary;
- general guidance and advice as to project objectives, deliverables and presentation;
- liaison with IEA and EUROSTAT to approve and conduct training program designed by Consultants.

Expected input from the Beneficiaries

- contact person in each Beneficiary for communication with Consultant, for organizational support during study visit and coordination with relevant institutions and persons to achieve the purpose of the project;
- cooperation with the Consultant during the site missions and throughout the period of the Study preparation;
- legal documents, manuals, guidelines and instructions related to energy statistics, including statistical programs, procedures and involved institutions;
- access to all available energy statistics and applicable procedures to obtain, compile and aggregate data;
- explanations and clarifications of specific acts, if necessary, and
- timely comments on the draft deliverables as requested.

Beneficiaries are expected to provide all relevant documents and communication in English.

Deliverables:

The output of the consulting service will be the study and a training course.

The following reports are expected:

1. **Interim report** will include the results of the Tasks 1 to 4 stipulated in the Scope of work, including:
 - Short introduction related to the benefits of the coordinated approach to energy statistics linked with the importance of reliable and harmonized energy data;
 - Description of reviewed reports and of outcome of site missions;
 - Identification of gaps and obstacles, required resources and their harmonization in order to identify milestones and bottlenecks on the Energy Community level;
 - Presentation of activities of Beneficiaries on the Energy Community level, time schedules for the achievement of the goals, expected and needed professional, technical and financial support;
 - Recommendation for improvement of the submitted action plans of CPs in order to synchronize their activities and time schedule to coordinate activities on the level of the Energy Community.

The Consultant is expected to present the findings to statistical experts at the 2nd Statistical Workshop and to the PHLG in the course of June 2010. ECS will organize communication of comments and coordination among Beneficiaries.

2. **Final report** with all specified content defined in the Scope of work, including the road map (with list of activities and measures, time schedule for implementation, necessary resources) and specification of common requirements for support, assistance and coordination. It is envisaged that draft report is presented

in September 2010 and commented by Beneficiaries and ECS in order to ensure submission of Final Report in October 2010.

The final report will also contain:

- Description of the work performed, applied work procedures and methodologies;
- Description of provided documents from ECS and Beneficiaries and findings in the field missions to Beneficiaries;
- Assessment of actual capacity of each Beneficiary to establish reporting system, conduct adequate surveys, compile and aggregate data and bring their energy statistics in line with the agreed common platform;
- Assessment of action plans prepared by the Beneficiaries and proposed improvements for the purpose of harmonization among Beneficiaries;
- Recommendation for improvements, if necessary, in individual action plans of each Beneficiary in order to coordinate support and assistance at the Energy Community level;
- Other measures to achieve coordinated treatment of energy information system in each Beneficiary - including direct responsibility for the accuracy, accessibility, reliability and consistency of the energy related information system (including energy statistics)
- Road map on the Energy Community level based on the Beneficiaries' Action Plans and detailed description of their activities, resources and time necessary to achieve compliance with agreed unified common approach to energy statistics, particularly for consultancy and technical assistance; necessary communication and coordination with relevant international institutions for energy statistics in terms of technical assistance.

All reports shall be commented in their draft status and confirmed in their final version by ECS.

Together with the Report, the Consultant shall submit all relevant documents elaborated and received in connection with the project (e.g. legal documents, statistics, reports, questionnaires, interviews etc.)

Training will be organized by the Consultant for two officials in charge for energy statistics from each Beneficiary where a gap in energy statistics against the agreed unified platform was identified. Training will be designed by Consultant and conducted by experts from IEA and EUROSTAT, as appropriate. Training will be focused on preparation of energy balances based on unified methodology and questionnaires, agreed as common approach in Energy Community.

The Consultant is expected to closely follow EUROSTAT /IEA methodologies when analyzing applied systems and procedures by Beneficiaries to design the training program.

Consultant will organize and cover the costs of attendance, including transportation, board and lodging for two participants per Beneficiary for at least three (3) days training, according to the training program. With respect to the selection of participants to be invited and accepted, the consultant will seek for guidance from ECS.

Practical training shall be conducted by IEA and / or EUROSTAT experts, as appropriate, and no remuneration shall be included in the project costs for this purpose. Training will take place in the premises of IEA. Office rental and equipment for the training shall not be included in project costs either.

Time schedule

ECS plans to conclude a service contract with a competent consultant who will conduct a study.

Expected duration of project will be approximately 6 months; from May to October 2010 under the condition that a contract is signed in the course of April 2010.

Any delay in commencement of the project should be compensated time wise before completion, so that finalization should not be prolonged after September 2010 in order to have approved and verified Study in October 2010.

The Consultant will submit his reports as follows:

- **Interim report** - to be prepared 6 weeks after Contract signature but in any case no later than 15th June 2010.
- **Final report** – draft will be submitted at the latest by 15th September 2010 to allow for comments on the draft and finalized by 15th October 2010.

The ECS will review and approve the deliverables within the 15 days after submission or give comments and suggestion to the Consultant. Consultant will have a 15 days period to explain his/her position and/or to make necessary changes in the report.

- **Training** is planned for October 2010, to enable Beneficiaries using of actual available data from their energy statistics for the year 2009.

Exact training dates shall be approved by ECS in coordination with IEA and EUROSTAT. The training program shall be proposed by the Consultant at least 45 days before the agreed training date in order to allow participation of adequate experts from IEA and EUROSTAT.

Section 3. Instructions to Bidders

3.1 CONTRACTING AUTHORITY

The Contracting Authority is the

Energy Community Secretariat
Am Hof 4, 5th floor
A-1010 Wien

3.2. CONTACT DETAILS

Within the ECS, the project manager and contact person for all submissions, clarification requests and additional information is Mrs. Milka Mumovic, with the following contact details

milka.mumovic@energy-community.org

Fax: 0043 1 535 2222 11

Any inquiries and requests concerning these bidding 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.

All answers, along with the respective queries, shall be made available on the Energy Community's website (www.energy-community.org).

3.3 . 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.

The procedure takes place below the threshold of € 193.000.

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.

3.4. AWARD PROCEDURE

The contract will be awarded following an open procedure (§§ 25(2), 27 of the Public Procurement Law).

Following publication of the service procurement 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 8 April 2010 (not later than 18.00 hrs).

The risk of timely submission is with the bidders. Tenders arriving at the ECS after 8 April 2010 at 18.00 hrs will not be considered.

The tenders and all related documents shall be submitted in paper in one original and 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: "Energy Statistics Study", and the remark "Do not open without explicit authorisation".

The opening of the tenders¹⁴ will take place on 9th April 2010 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 eligibility criteria laid down by the law,¹⁵ 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 by 16 April 2010.

The contract will be awarded only to one bidder/one bidding consortium. The contract shall be concluded not later than 15 May 2010.

3.5. BIDDERS AND BIDDING CONSORTIA

Bidders may only submit one tender. If a Bidder submits or participates in more than one tender, such tender shall be disqualified. This does not exclude participation as sub-contractor in more than one tender.

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.

However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Alternative¹⁶ and modification¹⁷ of the bids are not permitted.

3.6. BINDING DECLARATIONS 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. until 15 May 2010.

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.

¹⁴ § 118(1) of the Public Procurement Law.

¹⁵ § 129 of the Public Procurement Law.

¹⁶ § 81 of the Public Procurement Law

¹⁷ § 82 of the Public Procurement Law

3.7 CONTENT AND FORMAT OF TENDERS

All documents submitted during the public procurement procedure, including the bids, the annexes, declarations etc. as well as any 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 service specifications. The content and format of tenders shall comply with the stipulations of the Public Procurement Law.

The tender shall contain three sets of documents: general information and eligibility evidence, technical proposal and financial proposal.

A set of the general information and eligibility evidence, technical and financial proposals shall be placed in three sealed envelopes clearly marked "ORIGINAL" or "COPY" respectively. The three envelopes shall be placed into one outer envelope and sealed.

a. General information and eligibility evidence shall contain, as a minimum,

- Name of the bidder, seat and address;¹⁸ (see the attached Standard Forms for details)
- Duly authorized contact person(s)¹⁹ together with telephone and fax number and email address; (in accordance with template in the Bidder Identity Form)
- 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;²⁰
 - Evidence for the authorization to provide the services requested in the country of origin;²¹
 - 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;²²
 - 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;²³
 - 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.²⁴
- Declaration of the bidder assuring the completeness of his/her tender;
- Date and legally valid signature.

b. The technical proposal shall be based on the attached Standard Forms in Section 4 and contain, as a minimum,

- A brief description of the Bidder's organization
- An outline of recent experience of the Bidder and, in the case of consortia, for each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of

¹⁸ Any change in address shall be disclosed immediately to the ECS.

¹⁹ 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.

²⁰ To the extent such registration is required by the country of origin.

²¹ To the extent such authorization is required by the country of origin.

²² § 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.

²³ § 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.

²⁴ § 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

subcontractors/professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the client as a single undertaking or as one of the major partners. Assignments completed by individual professional staff working privately or through other consulting firms shall not be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the professional staff themselves in their CVs.

- A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the work schedule, which will show in the form of a bar chart the timing proposed for each activity.
- The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- CVs of the professional staff signed by the staff themselves and by the authorized representative of the Bidder;
- Estimates of the staff input (professional and support staff) needed to carry out the assignment. The staff-months input should be indicated separately for home office and field activities.

c. The Financial Proposal shall be prepared using the attached standard forms and contain, as a minimum, an all-inclusive price in Euro, exclusive of VAT²⁵, based on a detailed and commented break down for each cost position for services and deliverables necessary to fulfil the requirements of the Service Specifications, as detailed in Section 5.^{26,27}

3.8. ENVISAGED BUDGET

The budget foreseen for this study is 170.000 EUR.

3.9. CONTRACT AWARD CRITERIA

The contract will be awarded to the most technically and economically advantageous tender.²⁸ 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 procedure and criteria for selecting the most technically and economically advantageous tender are the following:

a. Procedure

An Evaluation Committee will determine the tenders not complying with the eligibility criteria and notify the bidders thereof.

It will subsequently prepare a Technical Evaluation Report containing an assessment of technical merits based on the criteria below with ranking marks.

Financial evaluation will not commence until the technical evaluation is concluded and approved by the Director of the ECS.

²⁵ VAT listed separately.

²⁶ 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.

²⁷ Errors in the calculation shall not lead to the exclusion of the tender.

²⁸ § 100 of the Public Procurement Law.

Only upon approval of the technical proposal, the financial proposals will be evaluated.

The Evaluation Committee will submit its Final Evaluation Report to the Director of the ECS for approval.

b. Evaluation of technical proposals

The Evaluation Committee will evaluate the technical proposals on the basis of their responsiveness to the Service Specifications, applying the criteria and point system specified below. Each proposal will be given a technical score (St). A proposal will be rejected at this stage if it does not meet important aspects of the Service Specifications, or if it fails to achieve the minimum technical score.

Criteria and point system for the evaluation of the technical proposals are:

- | | <u>Points</u> |
|--|---------------|
| (i) Specific experience of the Consultants relevant to the assignment: | [0 - 15] |

This criteria shall give merits to bidders with experience in EU general statistics, in energy statistics and in the region of Energy Community and Observers.

- | | |
|---|----------|
| (ii) Adequacy of the proposed methodology and work plan in responding to the Service Specification: | |
| a) Technical approach and methodology | [0-10] |
| b) Work plan | [0-10] |
| c) Organization and staffing | [0-10] |
| Total points for criterion (ii): | [0 - 30] |

Within this criteria, special merit shall be given to the time schedule and time flexibility of the work plan, organization and staffing. For technical approach and methodology, higher merit is given for bids elaborated in more details to ensure feasibility of the approach and proposed methodology.

- | | |
|--|----------|
| (iii) Key professional staff qualifications and competence for the assignment: | |
| a) Team Leader | [0-15] |
| b) Other key staff cumulatively | [0-15] |
| Total points for criterion (iii): | [0 - 30] |

The number of points to be assigned to each of the above positions shall be determined considering the following three subcriteria and relevant percentage weights:

- | | |
|--------------------------------|-------------|
| 1) General qualifications | [up to 30%] |
| 2) Adequacy for the assignment | [up to 50%] |
| 3) Experience in region | [up to 20%] |

- | | |
|---|----------|
| (iv) Suitability of the training program: | |
| a) Relevance of training program | [5] |
| b) Approach and methodology to develop training program | [10] |
| c) Organization and coverage | [10] |
| Total points for criterion (iv): | [0 – 25] |
| Total points for the four criteria: | 100 |

The minimum technical score St required to pass is: **60 Points**.

c. Evaluation of financial proposals

After the technical evaluation is completed and approved, the Evaluation Committee will assess the respective financial proposals. It will correct any computational errors in financial proposals. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, the partial amount will prevail. In case of discrepancy between word and figures, the words will prevail.

In addition to the above corrections, activities and items described in the technical proposal but not priced, shall be assumed to be included in the total price. In case an activity or line item is quantified in the financial proposal differently from the technical proposal, no corrections are applied to the financial proposal in this respect.

In case of an approved technical proposal, for the items not included in the technical proposal, but priced in the financial proposal, it shall be assumed that technical proposal includes all priced items. All prices and costs shall be expressed in EUR.

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

d. Weighing

The weights (w) given to the Technical (S_t) and Financial Proposals (S_f) are:

$w(S_t) = 0.8$ and $w(S_f) = 0.2$

3.10. 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.

3.11. COSTS INCURRED FOR BIDDING

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.

3.12. CONTRACTUAL TERMS AND CONDITIONS

The contract to be concluded with the Consultant will be governed by the following contractual terms:

Subject-matter

The Consultant provides the ECS consulting services in the form and content as described in the Service Specifications.

The service specifications, including the tasks, deliverables and the timeframe set out therein shall form integral parts of this contract.

The all-inclusive price for the final study is € (excl. VAT).

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 fulfil the objectives of the Contract.

Representation

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

The Consultant shall be represented by, or persons to be nominated by in writing, in all matters related to the Contract.

Place of delivery

Place of delivery is the seat of the Energy Community Secretariat, Am Hof 4, 5th floor, 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 in English only.

Information requirements

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

The ECS 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 ECS immediately and on his own initiative of any problems occurring in connection with the performance of the Contract.

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

Guidance by the ECS

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

Staff of the Consultant

The Consultant shall inform the ECS 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 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 ECS.

Payment

Payment of the price agreed shall be made in three stages, namely 20% within two weeks following the acceptance by the ECS of the Interim Report, 60% within two weeks following the acceptance of the Study, and 20% following the performed training .

Payment shall be made through bank transfers to a bank account as indicated by the consultant. Payments require an invoice issued by the consultant.

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

Acceptance requirement and delay

All deliverables shall require acceptance by the Director of the ECS in accordance with the Service Specifications.

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

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 ECS alone.

The Consultant shall, on their own motion, make available to ECS all data collected or compiled in relation with the performance of the contract, such as statistical information, questionnaires, reports and other documents submitted to the consultant etc.

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 ECS 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.

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

Liability and termination

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

ECS 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 contractual party fails to remedy the breach or default which it is liable for within five working days, the other contractual party shall have the right to terminate the contract immediately after having notified the former contractual 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, ECS may terminate the contract at any time upon 14 days' written notice. In the event of such termination the Consultant shall be paid for any portion of the services that have been performed prior to the termination.

The Consultant agrees at its sole expense to defend the ECS against and to indemnify ECS 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 contractual party.

Offset

The ECS may offset its payment obligations towards the Consultant against any claims it might have against the Consultant.

Confidentiality

The Consultant shall not disclose to third parties without prior written consent any information on the project in whole or in parts. The Consultant shall not disclose to third parties without prior written consent any information of non-public nature they obtained from ECS 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 or Energy Community Secretariat in any commercial advertisement or other promotional material, unless permitted by ECS in writing.

Applicable law and jurisdiction

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

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

Severability

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

Modification of the Contract

This Contract, including its annex as an integral part 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.

ANNEX 1 - Key Data Sheet

Name of the service:	Energy statistics in the Energy Community: Benchmarking of energy statistics systems, Assessments of administrative capacity and resources and drafting road map on the Energy Community level
Reference title of service:	Energy Statistics Study
Contracting entity:	Energy Community Secretariat Am Hof 4, 5 th floor, A-1010 Vienna, Austria
Type of procedure	Open procedure
Deadline for submission of tenders:	April 8, 2010 at 18,00 hrs CET
Clarification	Clarifications may be requested not later than <u>7</u> days before the submission date By registered mail: to the Contracting entity address By e-mail: milka.mumovic@energy-community.org
Address for submission of tenders	Energy Community Secretariat, Am Hof 4, 5 th floor, A-1010 Vienna, Austria
Applicable law	Austrian Federal Public Procurement Law (<i>Bundesvergabegesetz 2006</i> , Federal Law Gazette I No. 17/2006)
Bid validity	Until <u>May 15, 2010</u>
Contract award criteria	The contract is awarded to the most technically and economically advantageous tender
Language of the bid	<u>English</u> All documents must be provided in English, including duly signed and verified translation of eligibility evidence, if produced in a language other than English
Training as a specific component of this assignment:	Part of the consultants' assignment will be to define training program within the road map and to organize the first training format for relevant experts from Beneficiaries
Currency	The single currency for price conversions is: <u>EUR</u>
Latest date for contract awarding:	<u>May 15, 2010</u>
Expected date for commencement of service:	<u>May 3, 2010</u>

ANNEX 2 - Bidder Identity Form

Project Coordinator:	Energy Community Secretariat
Subject of Tender:	Energy statistics in the Energy Community: Benchmarking of energy statistics systems, Assessments of administrative capacity and resources and drafting road map on the Energy Community level

Bidder:	[name of undertaking or consortia]
Registration	[Place and country and date of registration]
Address:	[Information for single undertaking or for consortia leader]
Commercial Registry and VAT Number:	[Information for single undertaking or for consortia leader]
Contact person(s)	[Indicate name and contact details for officials authorized for communication, in addition to authorized representative]
Telephone and Fax Number and E-mail address:	
Legal representative	[Title, name and position of legal representative of an undertaking or of consortia leader]
I, the undersigned, certify that information given in this Tender is correct and that Tender is valid.	
Signature(s) in full and initial	

Name of a member of consortia or sub-consultant ²⁹	[Information for each firm within consortia or/and for sub-consultants or title and name of natural person]
Address:	
Telephone and Fax Number and E-mail Address:	
Legal representative	[Only for legal persons: title, name and position of the legal representative of legal person]
I, the undersigned, certify that information given in this Tender, related to me or firm represented by me, is correct and that Tender is valid.	
Signature(s) in full and initial	

Attachments: [list all attachment required as eligibility evidence in the Section 3.7 of Section 3. Instructions to Consultants]

²⁹ Declaration must be made by each firm listed in the Team Composition and/or natural person who is not staff of the listed firm(s)

Section 4. Technical Proposal

Form 4.1: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use up to 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form 4.2: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the ECS should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (in no more than 30 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the ECS), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the service specifications and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 4.6.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form 4.4: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____

2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing. statement for English is mandatory, and indication of any knowledge of local languages in CPs]:* _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

Form 4.5: Staff Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-days input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Professional (key staff)²																		
1		[Home] ⁴																
		[Field]																
2																		
3																		
n																		
													Subtotal					
Support staff																		
1		[Home]																
		[Field]																
2																		
n																		
													Subtotal					
													Total					

- 1 Staff schedule form is tentative and Bidder may adjust it to reflect the milestones in his work schedule.
- 2 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.
- 4 Insert the number of working days in each week of assignment, bearing in mind days and staff with full time input and with part time input.

Form 4.6: Work Schedule

N°	Activity ¹	weeks ²												
		1	2	3	4	5	6	7	8	9	10	...	n	
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as ECS approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.
- 3 Weeks will be numbered starting from the referent date of contract signature, counting from Monday of that week as 1st week.

Section 5. Financial Proposal - Submission Form

[Location, Date]

To: ENERGY COMMUNITY SECRETARIAT
1010 VIENNA, Am Hof 4, 5th floor
AUSTRIA

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Invitation for Proposal dated [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the sum of

[*Insert amount(s)* ¹]

Insert amount(s) in words

This amount is exclusive of the local taxes, which shall be added to the above amount.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal, i.e. until 15 May 2010.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the amounts indicated under Total Cost of Financial proposal in Form 5.1. and with the sum of amounts indicated in Form 5.2. and 5.3. below.

Form 5.1: Summary of Costs

<i>Costs per activities¹</i>	Costs				
	Staff Remunerations	Other allowances ²	Transportation costs	Other Reimbursable expenses	Total
Activity					
Subtotal of Study related costs					
Activity					
Subtotal of Training related costs					
Total Costs ³					

1 Activities will be listed as presented in the Form 4.6. of the Technical Proposal.

2 Allowances include per diem payable to staff members and all amounts payable to subcontracted workforce.

3 Indicate the total costs to be paid by the ECS within the total price. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms provided with the Proposal.

Form 5.2: Breakdown of Costs by Activity¹

Group of Activities (Phase):² _____ _____	Description:³ _____ _____		
<i>Cost component</i>	Costs		
	Calculations ⁴	Amount In EUR	Total in EUR
Remuneration ⁵			
Other Allowances			
Transportation Costs			
Other Reimbursable Expenses			
Subtotals			

- 1 Form 5.2 shall be filled per each activity and for the whole assignment. For each currency, the sum of the relevant Subtotals of all listed activities must coincide with the Total Costs of Financial Proposal indicated in Submission form with subtotals for preparation of reports and for training.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form 4.6.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 For calculation of separate payments in currencies other than EUR, or to calculate sum based on unit prices, to correspond to information given in the Form 5.4
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant amounts in the forms 5.3 and 5.4 and with Total Costs in submission Form.

Form 5.3: Breakdown of Remuneration¹

(This Form shall only be used to establish payments to the Consultant for possible additional services requested by the ECS)

Name ²	Position ³	Staff-month Rate ⁴
Key Staff		
		[Home]
		[Field]
Support Staff		
		[Home]
		[Field]

- 1 Form 5.3 shall be filled in for the same Key and Support Staff listed in Form 4.6.
- 2 Key Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Key Staff shall coincide with the ones indicated in Form 4.3.
- 4 Indicate separately staff-month rate and currency for home and field work.

Form 5.4: Breakdown of Reimbursable Expenses

(This Form shall only be used to establish payments to the Consultant for possible additional services requested by the ECS)

N°	Description ¹	Unit	Unit Cost ²	Total cost in EUR
	Per diem allowances	Day		
	International flights ³	Trip		
	Miscellaneous travel expenses	Trip		
	Communication costs	Lump sum		
	Drafting, reproduction of reports	Lump sum		
	Equipment, instruments, materials, supplies, etc.	Lump sum		
	Subcontracts	Lump sum		
	Local transportation costs	Lump sum		
	Office rent, clerical assistance	Lump sum		
	Training ⁴	Lump sum		
	Other (specify) ⁵			
	TOTAL			

1 Delete items that are not applicable or break down some items or add other items, as appropriate.

2 Indicate unit cost and currency.

3 Indicate route of flights

4 Costs of training may be broken down if appropriate. It must correspond with the amounts in the Form 5.5.

5 Add new lines for each type of costs.

Form 5.5: Breakdown of Costs of Training

(This Form shall only be used during the negotiations to establish final scope of work and associated cost for the training organized under this project)

N°	Description ¹	Unit	Unit Cost ²	Total cost in EUR
	Board and lodging for participants	Participants /day		
	Participants -Transportation costs (flights) ³	Trip		
	Miscellaneous travel expenses	Trip		
	Communication and data collection for training	Lump sum		
	Equipment, instruments, materials, supplies, etc.	Lump sum		
	Clerical assistance, catering etc	Lump sum		
	Other			
	Subtotal			

- 1 Delete items that are not applicable or break down some items or add other items, as appropriate.
- 2 Indicate unit cost and currency.
- 3 Indicate route of flights, if necessary add lines for different unit costs/ currencies
4. Attach list of applied exchange rates, if appropriate.