



TENDER DOCUMENTS

For the Selection of a Consultant for the Study

on

***“Energy Efficiency in Buildings in the Contracting Parties
of the Energy Community”***

Vienna, 25 March 2011

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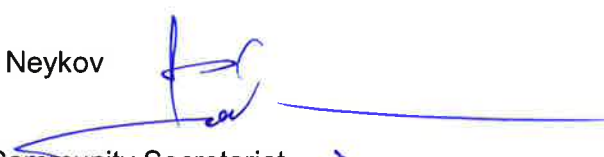
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Section 1. Call for Tenders

1. The Energy Community Secretariat (hereinafter referred to as: ECS) intends to commission a "Study on Energy Efficiency in Buildings in the Contracting Parties of the Energy Community" (hereinafter referred to as: "Study on Energy Efficiency in Buildings" or "Study")
2. A consultant engaged to carry out the Study 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 following the instructions in these Tender Documents, by mail, by courier or by delivery in person **not later than Tuesday April 26, 2011 before 18:00 hrs CET** to the following address: **Energy Community Secretariat, Am Hof 4, 5th floor, A-1010 Vienna.**

Slavtcho Neykov
Director
Energy Community Secretariat

A handwritten signature in blue ink, appearing to read "S. Neykov", is written over a horizontal line that extends across the text.

Section 2. Service Specification

Study on Energy Efficiency in Buildings in the Contracting Parties of the Energy Community

2.1. BACKGROUND

2.1.1 Policy context

Improving energy efficiency and increasing the use of renewable energy in the Energy Community is a high priority both politically and economically. As Contracting Parties¹ to the Energy Community Treaty, all of the signatories have undertaken to implement the relevant EU Directives in this area and key transposition deadlines vary from 31 Dec 2011 to 30 September 2012. The relevant energy efficiency end use Directives included in the Energy Community Treaty² are:

- Directive 2006/32/EC on energy end-use efficiency and energy services;
- Directive 2010/31/EU on the energy performance of buildings (hereinafter referred to as: EPBD);
- Directive 2010/30/EU on the indication by labelling and standard product information of the consumption of energy and other resources by energy-related products, including the relevant implementing Directives.

The Contracting Parties' efforts to transpose and implement the Directives are being supported by the Energy Community Secretariat and its Energy Efficiency Task Force³ (hereinafter referred to as: EETF) as the main body through which efforts are being coordinated. The Contracting Parties finalised or are in the process of developing the 1st National Energy Efficiency Action Plans (NEEAPs) and have also committed to implement awareness campaigns.

The new EPBD Directive promotes the improvement of the energy performance of buildings, taking into account outdoor climatic and local conditions, as well as indoor climate requirements and cost-effectiveness. It lays down a framework on how to calculate performance and achieve the minimum requirements, with the ultimate goal to ensure all new buildings are net zero energy consumers by 2020 for EU Member States, while for the Energy Community Contracting Parties deadline is extended to 30 June 2021⁴.

Each country will set minimum energy performance requirements for buildings with a view to achieving cost-optimal levels and working towards the 'zero-energy' standard.

2.1.2. Relevant regional context

At the last meeting of the EETF on 30 November 2010, the ECS made a review of the EETF Work Programme 2009-2010, and the status of implementation and deliverables by the end of 2010. In the assessment of the Roadmaps for the implementation of the *Acquis* mentioned above, many

¹ Energy Community Contracting Parties: Albania, Bosnia and Herzegovina, Croatia, the former Yugoslav Republic of Macedonia, Moldova, Montenegro, Serbia, Ukraine and UNMIK.

² The Directives were adopted by the Decisions of the Ministerial Council in December 2009 (Decision No 2009/05/MC-EnC) and in September 2010 (Decision No 2010/02/MC-EnC) and should be interpreted as adapted through the Decisions. These documents are available at <http://www.energy-community.org/pls/portal/docs/488184.PDF> and <http://www.energy-community.org/pls/portal/docs/724184.PDF>.

³ The Energy Community Energy Efficiency Task Force was set up in 2008 and has four areas of focus in its 2011 Work programme. For further information please see www.energy-community.org

⁴ See Decision No 2010/02/MC-EnC

Contracting Parties seem to have more challenges with the transposition and implementation of the Energy Performance in Buildings Directive. Moreover, the implementation of the 1st NEEAPs in the area of public buildings and households is also posing many problems, mainly related to saving potential, methodology to calculate the energy performance in buildings, to set minimum energy requirements and to certificate buildings, etc.

2.1.3. Current state of affairs in the relevant sector

Reviews of the current status of NEEAPs including those undertaken by the ECS have shown a number of problems. There is a general lack of awareness regarding opportunities/costs of implementing NEEAPs in buildings in a more sustainable manner. In fact many of the NEEAPs are uncostered and no specific financial or fiscal mechanisms are indicated for use. This is despite the existence of a number of donor and IFI funded financial mechanisms available for the region and in individual countries.

The energy statistics in the Contracting Parties report aggregated data on consumption of public buildings, together with other sectors like services, households, etc. Therefore, there is little information on the inventory of buildings per categories (offices, hospitals, schools, residential buildings, sports facilities, etc), their energy consumption, the building standards, and hence, the potential for energy savings and the expected investment costs.

This situation is partly caused by the relative "newness" of this topic, even in EU Member States and the current difficult economic and financial environment. It is also the result of a lack of appropriate inter-ministerial co-operation and coordination especially between different Ministries in charge of energy, buildings, environment and finance. Again this is also common in EU Member States but is particularly acute amongst the administrations of the Contracting Parties.

The lack of energy efficiency indicators in the building sector makes policy measures difficult to initiate and effects to be measured, in the absence of a baseline.

Therefore a study is needed to analyse the current status and give a baseline for further programmes in energy efficiency in buildings.

The ECS intends to provide support through the Energy Community budget 2010 - 2011 to facilitate the estimation of the energy saving potential in different categories of building, the cost of harvesting this, setting the minimum energy performance requirements and the development of appropriate tools for buildings certification.

The largest part of the building stock in the Contracting Parties was build in the 60', 70' and 80s according to norms and standards significantly less strict on energy use than required by the EPBD. In order to develop successful measures for energy efficiency in buildings, it is important to have adequate and reliable data on the building sector and further link it with the specific climate conditions in the country. In addition, there is a need for a comprehensive public awareness programme to increase the knowledge of key decision makers on both national and local level.

2.1.4. Related programmes and other donor activities

A number of Energy Community's Contracting Parties have assistance programmes to promote energy efficiency financed by the EU IPA programme or by bilateral and multilateral donors. In addition there are a number of regional technical assistance programmes relevant to this assignment including:

SYNERGY regional programme for energy efficiency and RES (USAID plus Hellenic Assistance)

This project (funded by USAID, plus Hellenic Assistance) provides a series of local offices which provide advice on a range of topics including assessment of renewable energy, energy efficiency in residential and public buildings; strategic planning for renewable and energy efficiency to

beneficiaries such as municipalities (public buildings) and private individuals (residential/low income/affordability).

The objectives of the project are to

- Build capacity among experts from the Energy Community Contracting Parties and Observer Countries to develop the necessary legal/policy/institutional, technical, and financial skills to prepare effective policies and national plans for residential and public buildings;
- Create sustainable framework for systemic change;
- Overcome barriers to private investment and financing for building sector energy efficiency improvements;
- Develop capacity among key stakeholders and centers of excellence in each country.

*GlZ Open Regional Fund for Energy Efficiency and Renewable Energies in South East Europe*⁵

This operates in Albania, Bosnia and Herzegovina, Croatia, Kosovo⁶, former Yugoslav Republic of Macedonia, Montenegro, Serbia and operates through the partner countries' ministries for energy and sectors such as housing, environment, economy, the judiciary, etc. The project lasts from July 2008 to June 2011 (follow-up phases are planned).

This programme's strategic framework opens up a broad spectrum of possible themes in the field of energy efficiency and renewable energies. The objective is that energy supply and consumption in South-East Europe is made more sustainable through more efficient energy utilisation and growing use of renewable energies.

The methodological approach comprises:

- Connecting stakeholders in the energy efficiency and renewable energy field in South-East Europe and promoting regional dialogue;
- Identifying and implementing selected approaches to improve energy efficiency and to increase the use of renewable energies;
- Advising partner organisations;
- Implementing small-scale projects;
- Disseminating information.

IPA national projects

Bosnia and Herzegovina: IPA 2007 project "Support to Bosnia and Herzegovina to meet the requirements of the Energy Community Treaty with specific reference to Energy Efficiency and Renewables" (September 2010 - October 2012, EUR 2.5 mil.).

Montenegro: IPA 2007 project "Technical Assistance for the Implementation of the Energy Community Treaty in Montenegro" (2010-2011, EUR 1.5 mil.)

Kosovo⁷: IPA 2007 project "Meeting EU Standards in the Energy sector" (2008-2010, EUR 3 mil.); IPA 2008 project "Training Programme for Energy Auditors" (2009 – 2010, EUR 500,000).

UNDP – country programmes

⁵ <http://www.gtz.de/en/themen/25474.htm>

⁶ Under UNSCR 1244/99

⁷ Under UNSCR 1244/99

Croatia is implementing a large project on “Removing Barriers to Energy Efficiency” co funded by GEF, UNDP, the Croatian Fund for Environment Protection and Energy Efficiency, Government of Croatia, and private sector.

The Project aims at removing barriers for the implementation of economically feasible, energy efficient technologies and measures in residential and public sectors in Croatia, with the final goal to reduce energy consumption and the associated greenhouse gases, and rising public awareness about efficient use of energy. One of the outputs of the project was the development of the software for energy management of public buildings.

In the former Yugoslav Republic of Macedonia, UNDP is implementing a project “Mitigating climate change through improving energy efficiency in building sector in former Yugoslav Republic of Macedonia 2009-2011”.

This project is one of the three components of the Energy Efficiency Programme, financed by the Austrian Development Cooperation (ADC). The aim of the overall Programme is to enable an environment for mitigating climate change in the country through improved energy efficiency in the building sector, awareness raising and capacity building of stakeholders involved in energy efficiency issues.

The main objectives of this project are to contribute to the processes of reducing the energy consumption in residential and public buildings, regulate energy losses and greenhouse gas emissions, and increase the country’s energy independence.

Results: An internet based system of energy monitoring for the local governments has been established. This system allows the calculation of CO₂ emissions and to track energy expenses per building on the local level, while at the same time enabling the host institution to create statistics on CO₂ emissions of public buildings at the national level. This tool is designed for decision makers from both, the national and local level, and important for the ongoing implementation of the EPBD.

Training materials on energy efficiency monitoring techniques have been developed and a total of 200 representatives of the local municipal energy efficiency teams have been trained.

The first portal on energy efficiency in buildings has been launched, enabling easy access to information, including legislation, available funds and user-friendly tools for tracking the public opinion on topics related to energy efficiency.

The World Bank’s energy efficiency country programmes

In the former Yugoslav Republic of Macedonia, the GEF funded and World Bank implemented “Sustainable energy project” has been restructured in 2011 to include a component for development of a “National programme for energy efficiency in public buildings”.

In Montenegro and Serbia, the World Bank finances large public buildings rehabilitation programmes, that includes also capacity building for public authorities on energy efficiency.

2.2. OBJECTIVES AND EXPECTED RESULTS

2.2.1. Global objective

To support governments in their efforts to meet their commitments under the Energy Community Treaty (ECT) by assisting them to increase the efficient use of energy in buildings and improve their energy performances, as well as for implementation of their NEEAPs with respect to buildings sector.

2.2.2. Specific objectives

1. To provide governments with an accurate method to make an inventory of their buildings stocks, to define reference buildings in each category, and also with a rough assessment of the potential for energy savings as well as the investments needed to harvest the potential;
2. To develop a methodology for national data base for climate parameters;
3. To develop a methodology to calculate the energy performance of buildings according to the Articles 3-5 of the EPBD and taking into consideration among others factors such as climatic conditions and cost-effectiveness;

The methodology will differentiate between new and existing buildings and between different categories of buildings;

4. To identify the minimum set of EU standards and secondary legislation that needs to be adopted by the Contracting Parties for the scope of the EPBD;
5. To assist the beneficiaries in the preparation of secondary legislation in compliance with the EPBD.

2.2.3. Expected Results

1. The existing categorisation of buildings in the beneficiaries, the methods and indicators used, the relevant regulatory frame applicable (building codes, standards, etc.) and the bodies with relevant responsibilities for the implementation of the EPBD, reviewed;
2. A standard approach (methodology) for developing a building stock inventory and a methodology for defining the reference building in each category (residential and non-residential buildings) developed;
3. Based on reference buildings, the economic energy saving potential estimated; the optimal investment costs per category estimated, including the prioritisation of measures based on their cost effectiveness, for each of the beneficiaries, based on available data;
4. A data base (methodology and tool) for the required climate parameters used in the calculation of minimum energy performance of buildings, prepared. The data base design will be developed to fit all the beneficiaries;
5. Minimum two EU Member States' methodologies for calculating the energy performance of buildings (EPBD, Art.3) analysed, and a most suitable methodology for the beneficiaries proposed;
6. Series of recommendations on what measures/steps are necessary to set the minimum energy performance requirements for different categories of new and existing buildings or building units and technical building systems in accordance with the requirements of the EPBD, taking into account climatic and local conditions and cost-effectiveness;
7. A list of minimum EU standards, and an outline of the secondary legislation that is required to be adopted by the beneficiaries in order to properly implement the EPBD;
8. A Road map for the implementation and training materials prepared.

2.3. SCOPE OF WORK

2.3.1. Contracting Authority

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

2.3.2. Beneficiaries

The Study will cover the Contracting Parties to the Treaty establishing the Energy Community, namely: Albania, Bosnia and Herzegovina, Croatia, former Yugoslav Republic of Macedonia, Moldova, Montenegro, Serbia, Ukraine and UNMIK. The Contracting Parties are the Beneficiaries of the Study.

Note1: The Consultant will communicate and take duly note of the work already done under other technical assistance projects in some of the beneficiaries, with reference to some of the tasks given below in this chapter and avoid duplication of work in the particular beneficiary.

Note 2: The Consultant shall work in close consultation with Commission services, with respect to the Comparative methodology framework to identify cost optimal levels of energy performance in buildings and building elements.

2.3.3. Activities

Buildings stock inventory, reference buildings

1. The Consultant shall analyse the current situation with the building stock inventory in each beneficiary; this will include the methods and indicators used, the relevant national regulation applicable (building codes, standards, etc.), the bodies involved in the inventory development; based on the findings, the Consultant shall propose a methodology to make the buildings stock inventory; this should cover residential and non-residential buildings and be in line with the Annex I of EPBD.
2. The Consultant shall propose a methodology to define reference buildings that are characterised by and representative of their functionality and geographic location, including indoor and outdoor climate conditions. The reference buildings shall cover residential and non-residential buildings, both new and existing ones (including requirements of the Annex III of the EPBD).

Economic energy saving potential

3. The Consultant shall (roughly) estimate the economic potential for energy saving in each of the above mentioned categories, based on reference buildings and the most cost effective energy saving measures for the respective category, for each beneficiary.
4. The Consultant shall estimate the investments needed and energy savings achieved for the measures proposed in each category and for each beneficiary for the period 2011-2020.

Data base of climate parameters

5. The Consultant shall prepare a methodology to collect the climate parameters as needed for the calculation of the energy performance of buildings.
6. The Consultant shall design the data base in a simple and user friendly form that could be used by all beneficiaries. The Consultant shall recommend also what are the most suitable national/regional bodies and procedures to collect the information and maintain the database.

Methodology for calculating the energy performance of buildings

7. The Consultant shall analyse minimum two EU Member States' methodologies and recommend a (common) methodology for calculating the energy performance of buildings for the beneficiaries, in accordance with the common general framework set out in Annex I of the Directive 2010/31/EU; this methodology will be used as a model by the beneficiaries in the implementation of the Directive.

EU standards and secondary legislation

8. The Consultant shall identify the set of EU standards that are needed for the implementation of the Directive and prepare a list of these with direct reference to the Articles of the Directive and dynamic of implementation. In addition, the Consultant shall make an outline of the required

secondary legislation to be adopted by the Contracting Parties (e.g. regulations, rulebooks, guidelines, etc.).

Recommendations

9. The Consultant shall give recommendations on what measures/steps are necessary to set the minimum energy performance requirements for buildings or building units in accordance with the requirements of the EPBD, including recommendations for best calculation methods and software used by the EU Member States.

EPBD Implementation Roadmap for Energy Community and training workshop

10. Development of a common Roadmap/process flowchart for the implementation of the EPBD, describing the logical steps in order to implement the EPBD by the end of 2012, recommending also the most appropriate responsible institution for each action.
11. The Consultant shall prepare the materials for one day training workshop to disseminate the results of the Study and deliver the training.

2.4. REQUIRED INPUT

2.4.1. Consultant staff and qualifications

The Consultant shall propose a team capable of carrying out all aspects of the assignment. The team may also include local consultants. The Consultant shall offer a team with the following qualifications and skills:

- Profound knowledge and experience with EU policies and practices, especially linked to energy efficiency in buildings;
- Knowledge of methodologies for calculation of energy performance of buildings in the EU; Detailed knowledge of building codes relating to energy efficiency;
- Knowledge of energy saving measures and calculation of saving potential in buildings;
- Knowledge of data base for climate parameters related to calculation of the energy performance of buildings;
- Familiarity with the Energy Community Contracting Parties and their activities in the field of energy efficiency, especially in the building sector;
- Fluency in both written and spoken English is essential;
- Knowledge of a local language(s) would be an advantage.

General professional experience:

- 5 years experience of energy efficiency in new EU Member States or (preferably) in the Energy Community Contracting Parties.

Consultant staff should include a Team Leader, who may be also a key expert. The Team Leader is expected to provide efficient project management in limited timeframe with regard to complexity of matters, geographical scope, different levels of EPBD implementation in Beneficiaries and institutional variety across the region. The Team Leader will also conduct consultations with ECS and Beneficiaries on specific topics as may arise in different stages of the project.

Specific professional experience for the Team Leader:

- 10 years experience as Team Leader with relevant experience in implementing projects in the field of energy efficiency;
- 2 years experience as Team Leader in regional projects in the Energy Community is desirable.

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

During the performance of the tasks, the Consultant is required to discuss and clarify all issues that may arise during its assignment with the representatives of the Beneficiaries and ECS.

The activities will be mainly carried out at the Consultants' home base. Missions to the beneficiaries of the Study, the Energy Community Secretariat in Vienna will also be required. The Consultant should allow for the costs of this travel in his bid. The time and duration of their field mission will depend on the information made available by the Beneficiaries, assessments from the documentation made available to the Consultant, progress made and reported in the meantime and findings in the field.

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

2.4.2. Expected input from ECS

ECS shall make available to the Consultant:

- Information on nominated contacts in all Beneficiaries;
- Contact person in the ECS for communication with the Consultant and coordination with the Beneficiaries;
- All documents developed, submitted or otherwise available to ECS, relevant for the Energy Community;
- General guidance and advice as to project objectives, deliverables and presentation.

2.4.3. Expected input from the Beneficiaries

- Contact person in each Beneficiary for communication with Consultant, for organizational support and coordination with relevant institutions and persons to achieve the purpose of the Study;
- Cooperation with the Consultant during the site missions and throughout the period of the Study preparation;
- Submission of laws, regulations and other documents related to energy efficiency in buildings prepared by the Beneficiaries' administrations;
- Explanations and clarifications of specific acts, rules and procedures, if necessary, and
- Timely comments on the draft deliverables as requested.

Beneficiaries are expected to provide all relevant documents and communication in English. However if relevant documentation is available only in local language, the Consultant will be responsible for any translation into English for the purposes of the Study.

2.5. DELIVERABLES

The output of the consulting service will be the Study, the data base of climate parameters and a training workshop.

The **Inception Report** shall establish an extensive plan and timeline for the actual activities to be undertaken. The Consultant shall include in the Inception Report a proposed table of contents for the Final Report.

The **Interim Report** will include at least, the results of the Activities 1 to 6 stipulated in the Scope of work. The Consultant is expected to present the findings to EETF members at the EETF meeting

on 30 November 2011. ECS will collect the Beneficiaries' comments and deliver to the Consultant no later than 15 days from the submission of the Interim Report.

The **Final Report** will include all activities defined in the Scope of work.

A Training workshop will be organized by ECS in cooperation with the Consultant; this will be mainly addressed to the current EETF members and national officials responsible for EPBD implementation, from each Beneficiary. The Consultant shall prepare the materials for one day Training workshop to disseminate the results of the Study, and deliver the training; the date of the workshop will be agreed during the Contract between ECS and the Consultant. The cost of travel for up to two national officials from the Contracting Parties may be covered from the Energy Community budget in accordance with the procedures of the Energy Community.

2.6. TIME SCHEDULE

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

The executions of the tasks shall begin after the date on which the contract enters into force.

The Contract duration is 9 calendar months, after the signature of Contract; this is expected to be signed on 25th May 2011.

The **Inception Report** will be submitted to the ECS no later than 4 weeks from the signature of the contract. The ECS will review and approve the report within the 15 working days after submission, or give comments and suggestions to the Consultant. Consultant will have a 15 days period to finalise and submit the Inception report.

The **Interim Report** shall be submitted to the ECS at the latest 6 calendar months after the date of signature of the contract. ECS will collect the Beneficiaries' comments and deliver to the Consultant no later than 15 days from the submission of the Interim Report. Consultant will have a 15 days period to finalise the Interim report.

The **draft Final Report** will be submitted in the 9th month of the Contract. Within 15 days after the submission of the draft final report the ECS will provide all the comments of the Beneficiaries of the Study. The Consultant may present the draft final report for clarification of comments to the ECS in a meeting, in Vienna at a date commonly agreed.

The **Final Report** shall be submitted not later than the end of the 9th month of the Contract.

The **Training Workshop** is planned for end November 2011, but the exact training date shall be agreed with ECS. The training program shall be proposed by the Consultant with at least 30 days before the agreed training date.

Together with the Reports, the Consultant shall submit at the end of the Contract all relevant additional documents prepared or used in connection with the Study (e.g. legal documents, reports, questionnaires, interviews etc.)

Section 3. Instructions to Bidders

3.1. CONTRACTING AUTHORITY

The Contracting Authority is the

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

3.2. CONTACT DETAILS

Within the ECS, the contact person for all submissions, clarification requests and additional information is Mrs. Violeta Kogalniceanu, with the following contact details

violeta.kogalniceanu@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 (Bundesvergabeengesetz 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 April 26, 2011 (not later than 18.00 hrs).

The risk of timely submission is with the bidders. Tenders arriving at the ECS after April 26, 2011 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: "Study on Energy Efficiency in Buildings" and the remark "Do not open without explicit authorisation".

The opening of the tenders⁸ will take place on April 27, 2011 at 10.30 a.m. at the premises of the ECS, Am Hof 4, 5th floor, 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,⁹ 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 May 11, 2011.

The contract will be awarded only to one bidder/one bidding consortium. The contract shall be concluded not later than May 25, 2011.

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.

Alternative¹⁰ and modification¹¹ 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 May 25, 2011.

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 economic, financial and technical ability to prepare the study and deliver the results in accordance with these tender documents.

3.7. CONTENT AND FORMAT OF TENDERS

⁸ § 118(1) of the Public Procurement Law.

⁹ § 129 of the Public Procurement Law.

¹⁰ § 81 of the Public Procurement Law

¹¹ § 82 of the Public Procurement Law

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;¹² (see the attached Standard Forms for details)
- Duly authorized contact person(s)¹³ 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;¹⁴
 - Evidence for the authorization to provide the services requested in the country of origin;¹⁵
 - 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;¹⁶
 - 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;¹⁷
 - 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.¹⁸
- 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

¹² Any change in address shall be disclosed immediately to the ECS.

¹³ 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.

¹⁴ To the extent such registration is required by the country of origin. In the case that this is not required in the country of origin, this should be stated explicitly in a letter duly signed by the Consultant and attached to the Consultant's offer.

¹⁵ To the extent such authorization is required by the country of origin. In the case that this is not required in the country of origin, this should be stated explicitly in a letter duly signed by the Consultant and attached to the Consultant's offer.

¹⁶ § 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.

¹⁷ § 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.

¹⁸ § 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

names of 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 VAT¹⁹, 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.^{20,21}

3.8. ESTIMATE OF THE AMOUNT OF WORK INVOLVED

The total value for this study has been estimated at 230 person days.

3.9. CONTRACT AWARD CRITERIA

The contract will be awarded to the most technically and economically advantageous tender²². 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.

¹⁹ VAT listed separately.

²⁰ 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.

²¹ Errors in the calculation shall not lead to the exclusion of the tender

²² § 100 of the Public Procurement Law

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

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:

Points

- (i) Specific experience of the Consultants relevant to the assignment: [0 - 15]

These criteria shall give merits to bidders with experience in EU policies and practices, especially linked to energy efficiency in buildings and knowledge of methodologies for calculation of energy performance of buildings in the EU; experience in the region of the Energy Community will be considered in addition.

- (ii) Adequacy of the proposed methodology and work plan in responding to the Service Specification:

- | | |
|---------------------------------------|--------|
| a) Technical approach and methodology | [0-25] |
| b) Work plan | [0-15] |
| c) Organization and staffing | [0-15] |

Total points for criterion (ii): [0- 55]

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 sub-criteria and relevant percentage weights:

- | | |
|--------------------------------|-------------|
| 1) General qualifications | [up to 25%] |
| 2) Adequacy for the assignment | [up to 50%] |
| 3) Experience in region | [up to 25%] |

Maximum points for all three criteria: 100 Points

The minimum technical score required to pass: **St = 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 there in shall form integral parts of this contract.

The all-inclusive price for the final study is € (exclusive of 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 the Director or persons to be nominated by the Director 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 instalments namely 20% within two weeks following the acceptance by the ECS of the Inception Report, 40 % within two weeks following the acceptance of the Interim Report, and 40% following the acceptance of the Final Report of the Study.

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, subsidiary, 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:	Study on Energy Efficiency in Buildings in the Contracting Parties of the Energy Community
Reference title of service:	Study on Energy Efficiency in Buildings
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 26 , 2011 at 18:00 hrs CET
Clarification	Clarifications may be requested not later than 7 days before the submission date By registered mail: to the Contracting entity address By e-mail: violeta.kogalniceanu@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 25, 2011</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
Currency	The single currency for price conversions is: <u>EUR</u>
Latest date for contract awarding:	<u>May 25, 2011</u>
Expected date for commencement of service:	<u>May 25, 2011</u>

ANNEX 2 - Bidder Identity Form

Project Coordinator:	Energy Community Secretariat
Subject of Tender:	Energy Efficiency in Buildings in the Contracting Parties of the Energy Community

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 ²¹	[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]²³

Section 4. Technical Proposal

²³ 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)

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 4.3: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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: _____

<p>11.</p> <p style="text-align: center;"><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client / employer: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member] Date: _____
Day/Month/Year

Full name of authorized representative: _____

Signature of the authorized representative of the staff] Date: _____
Day/Month/Year

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 VAT; the VAT amount shall be indicated separately, as follows: [*Insert VAT amount*].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal, i.e. until 25 May, 2011.

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 activities</i> ¹	Costs				
	Staff Remunerations	Other allowances ²	Transportation costs	Other Reimbursable expenses	Total
Activity					
Subtotal of Study related costs					
Activity					
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.
- 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		
	Other (specify) ⁴			
	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 Add new lines for each type of costs.
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