TENDER DOCUMENTS

Selection of Consultant for a Technical Assistance
For Conducting Surveys of Energy Consumption

Vienna, 13 October, 2014
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Section 1. Call for Tenders

1. The Energy Community Secretariat (hereinafter referred to as: ECS) intends to outsource the services of qualified consultants in order to assist Contracting Parties to conduct surveys of energy consumption in specific sectors with the aim to improving the quality of the energy statistics in the Energy Community.

2. A Provider of Technical Assistance (hereinafter referred to as: TA Provider) 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 3 November 2014 before 18:00 hrs CET to the following address: Energy Community Secretariat, Am Hof 4, 5th floor, A-1010 Vienna.

Janez Kopač, Director
Section 2. Service Specification

Background


The Energy Community Secretariat (hereinafter referred to as ECS) and Contracting Parties (hereinafter referred to as: CPs), namely Albania, Bosnia and Herzegovina, Kosovo*, Former Yugoslav Republic of Macedonia, Moldova, Montenegro, Serbia and Ukraine have already performed certain amount of work including assessment of the level of their energy statistics.

The ECS committed to support the work of the Contracting Parties to implement the Regulation (EC) 1999/2008 and amendments thereof and Directive 2008/92/EC and to reach full compliance with the Treaty in terms of energy statistics. To achieve this objective, ECS planned to provide technical assistance in two steps.

The first technical assistance project was conducted from August 2013 to April 2014 with the aim to build capacity for implementation of the rules on energy statistics.

The project covered three key areas: Activity A – Improving annual collections, Activity B – Monthly statistics; Activity C – Price statistics.

The Activity A targeted improving data on energy consumption with focus on annual data on renewable energy sources (RES) and consumption in households and services sector. Part of the project was conducting pilot surveys in selected Beneficiaries, including testing procedures, calibration and adjustment procedure.

The overall assessment of the energy statistics indicated that surveys, particularly sample surveys, must be conducted in the Contracting Parties and results of these surveys must be integrated in the official statistics.

Under this project, pilot surveys of energy consumption were conducted in: Albania, Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia, Kosovo*, Moldova and Montenegro.

All Beneficiaries where pilot survey was conducted are expected to conduct a complete survey of energy consumption with focus on households and services.

Some Contracting Parties have already initiated implementation of surveys independently or with support of other assistance projects (Serbia, Kosovo*), other did not submit request to take part in this project.

¹ For more information, visit: [http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY](http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY)
² Please refer to ECS web page: [http://www.energy-community.org/pls/portal/docs/1768180.PDF](http://www.energy-community.org/pls/portal/docs/1768180.PDF)
³ Please refer to: [http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY/Legal/Treaty](http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY/Legal/Treaty)
* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence.
Objectives of the project

After consultations with National Coordinators, on the basis of submitted plans of activities and related costs per survey, the ECS proposed to provide support for the following Contracting Parties:

- **Bosnia and Herzegovina**: conducting survey of energy consumption in households, with focus on the renewable energy on a representative sample to obtain reliable information for reporting on compliance with obligation. Estimated costs of this survey are 58,000 EUR.
- **Former Yugoslav Republic of Macedonia**: conducting surveys of the final energy consumption in households. Estimated costs of this survey are 38,000 EUR.
- **Montenegro**: conducting surveys of the final energy consumption in services to provide inputs for national energy balance compilation as well as to tracking energy efficiency improvements, monitoring results of energy efficiency measures, complementing statistics related to environmental issues and others. Estimated costs of this survey are 36,000 EUR.

Expected outcome of this project is the publication containing the results of each survey by the national institution responsible for the energy statistics and for conducting the survey in the field. The publication shall be developed and prepared by the Implementing Institution of the Beneficiary, and shall be publicly available on the dedicated web page of the Beneficiary.

In conducting the surveys and preparing the publications, the Technical Assistance Provider (TA Provider) shall provide guidance and consulting to the extent necessary and specified in the Service Specification and respective Work plans.

**Beneficiaries**

The assistance will be focused on the following Contracting Parties: Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia and Montenegro.

These Contracting Parties are Beneficiaries of the project.

The implementing institutions are national statistics institutes (NSIs), namely: Agency for Statistics of Bosnia and Herzegovina, State Statistic Office of Macedonia and Statistical Office of Montenegro.

Assistance for each Beneficiary and the respective task are described in the Service Specification. The individual scope of services delivered to Beneficiaries is detailed in the Scope of Work.

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

The Beneficiaries are responsible to make sure that the activities conducted under this project do not receive funding from any other source, or when such source is used to indicate the amount and ensure that it is not claimed from the project.

**Scope of work**

When the survey is conducted, this Service Specification defines the minimum scope of work and coverage, as agreed with the Beneficiary. Any subsequent agreement between the TA provider and Beneficiary related to the scope of work shall be submitted to the Secretariat for review and approval.

For the households, minimum coverage will include the following items for all relevant energy commodities:

- Space heating;
- Space cooling;
- Water heating;
Section 2. Service Specification

- Cooking;
- Other electrical appliances (electricity only);
- Other end-uses.
This is not an exclusive list.

Beneficiaries could add other elements, should these answer to their other needs for national policies. In particular, they should make a reasoned choice whether they only cover primary residences or if they should include secondary residences too.

As for the required definition, methodology and working methods, EUROSTAT new manual (Manual for Energy Consumption in Household⁶) should be used as a guide.

For the services, working methods should be applied to fit the specifics of the Beneficiary. The complexity of the sector calls for an approach considering costs associated with detailed disaggregated energy consumption.

Surveying consumption in Services will cover businesses and offices in the public and private sectors falling in ISIC and NACE Divisions 33, 36, 37, 38, 39, 45, 46, 47, 52, 53, 55, 56, 58, 59, 60, 61, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 90, 91, 92, 93, 94, 95, 96 and 99.

The ECS proposed providing technical and financial support to conducting of these surveys to cover the costs of related activities such as:
- Preparation of detailed work plan to conduct the survey
- Identification of respondents per consumer groups, including sampling where appropriate
- Selection of interview types and testing
- Finalization of questionnaires for respondents
- Selection and training of interviewers
- Mailing, interviewing, field work services
- Processing and compilation of data
- Modeling / projections
- Any other task

The project financing may include costs of printing, mobile units’ deployment, field work, communication, compilation of data and other tasks, detailed in the annexes, to the extent that the scope of work and available funds allow.

The resources shall be made available to the implementing institution to conduct the survey in accordance with its respective work plan and time schedule.

The focus shall not be exclusively on surveys, but also to allow for any other possible action that may contribute to improving the knowledge on the energy consumption patterns in the observed sectors.

Therefore, experience sharing is fundamental to improve knowledge and reduce overall costs on the Energy Community level.

Required input

Expected input from ECS

Section 2. Service Specification

ECS shall make available to the TA Provider:

- Plan of activities for the survey which will be conducted by Beneficiary’s implementing institution with detailed time schedule for each Beneficiary,
- Plan of costs of activities within the envisaged budget with breakdown of costs for each task;
- Official contacts in the Beneficiaries, nominated by the respective authorities of the implementing institution in each Beneficiary to whom the TA shall be provided and with whom TA Provider shall coordinate and communicate;
- Liaison in the ECS for communication with the TA Provider and coordination with Beneficiaries;
- General guidance and advice as to project objectives, deliverables and presentation, including reporting format for project implementation and financial management of the project.

Beneficiaries’ Input
Beneficiaries of this project are Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia and Montenegro.

Beneficiaries have defined their needs related to the surveys, specified all planned activities and tasks where assistance is needed and costs to be borne from the project.

Specifically, the implementing institutions of the Beneficiaries, namely their national statistics institutes will provide the following:

- An initial methodological and financial concept, based on the conducted pilot or test surveys. This should include actions, methods, various interview systems, sample sizes, sampling methods.
- Dedicated permanent staff from the implementing institution and temporary staff engaged for the purpose of conducting survey, in accordance with the work plan of the implementing institution;
- Organization, management, conducting and finalization of the survey in accordance with the defined method and under the supervision and guidance of the external expert(s),
- Production of the final report with the obtained results of the survey. Part of the report will be to specify the response rates, error corrections, data analysis including extrapolation methods used, estimates of the random and systematic errors where applicable, as well as observed specific difficulties and what potentially can be improved in future actions.
- The financial report, in accordance with the rules and templates defined by the ECS.

Implementing institution may enter into formal arrangements with associate third parties and/or subcontractors for certain activity and task, subject to the approval of the ECS. All rules applicable for the implementing institution shall be applicable for such associate party and subcontractors.

Time schedule

Expected duration of project will be approximately 12 months; from December 2014 to November 2015.

Any delay in commencement of the project should be compensated time wise before completion within the established deadline. Work schedules, including deadlines for completion shall be as adjusted
accordingly with respective contact in the implementing institution in each Beneficiary. In general, all work related to the Project should be completed in 2015.

Experience Sharing
Other Contracting Parties may send their experts to take part in one or more activities related to the surveys, in coordination with respective Beneficiary taking regard to confidentiality concerns. In principle one expert from each Contracting Party (Albania, Kosovo*, Moldova, Serbia and Ukraine) is expected to take part in a study visit to one of the Beneficiaries.

Participation is envisaged during the preparatory phase of surveys or after completion of field work, during the data processing, compilation and analysis, on calibration and revision or during preparing publications and presentation of final results. Plans of study visit and profile of participants shall be communicated to the Secretariat by the interested National Coordinator(s), taking into account preferences, similarities and language barriers.

Beneficiaries shall propose the timing and manner of participation of experts from other Contracting Parties. It is suggested that experience sharing exercise takes place in the location of respective Beneficiary and that exercise include first-hand work in the project.

Considering the geographic position of Beneficiaries, proposals should be coordinated time wise with the view to overall cost-effectiveness. The proposal for participation of experts from other CPs shall be defined with TA Provider and submitted to Secretariat for approval.

The costs of study visits shall not be included in the Contract Price.

The expert service
The surveys will be conducted and implemented by implementing institutions of the Beneficiaries. The TA Provider shall provide expert assistance, supervise the workflow and coordinate planned activities and manage the available funds towards the objective of the project.

The expert(s) will have the following obligations:

1. Review and discussion of the concept with each Beneficiary (NSIs as implementing institutions);
2. Review of proposed costs and budgets per activity;
3. Recommendations if needed and validation of methods and procedures, with opinion given to the ECS;
4. Supervision of all activities and guiding the NSI staff;
5. Monitoring and reporting to Secretariat as regards conducting and completing the activities and related costs thereof;
6. Review of the methodologies and procedures for compilation, calibration and validation of the final results;
7. Review of the final report, motivated opinion given to the Secretariat;
8. Review of the financial reports of Beneficiaries.

The employed expertise requires comprehensive knowledge of statistical surveying in energy sector and competence in financial aspects of project management.

It is recommended that TA Provider conducts at least two field missions to the Beneficiary’s location, one before the implementation of the project in the Beneficiary, to cover the activities described in the point 1 and 2 above and after completion of the field work by Beneficiary to take care of activities
stipulated in point 6 and 7 above. Envisaged engagement of supervisory experts is around 25 man-days. Costs of these activities shall be presented per activity and per type of costs.

Access of TA Provider and its staff to certain files and documents with primary data may be limited for the sake of confidentiality protection, in accordance with the national legislation. Beneficiary and TA Provider shall notify Secretariat of any such instances that may affect the performance of the service by TA Provider.

In terms of project management and organisation, TA Provider shall coordinate work flow and take care that project is implemented by implementing institutions in accordance with the work plan and time schedules approved by the ECS. Cost of project management can be presented as a lump sum per activity, as a percentage of related costs of surveys or specified per type and unit.

TA Provider shall define the disbursement procedure for the use of project funds for specified activities in accordance with the work plan and budget for each survey, as approved by the ECS. Disbursements can be performed in the form of prepayment in accordance with the work plan or against documentary evidence, but in no case should disbursement procedure cause postponement of any survey related activity. As a rule, prepayment to the implementing institution shall be made only to the special account open solely for the purpose of the survey and shall be monitored by the TA Provider. Transactions from the special account shall be reported to the ECS within the established regular reporting scheme.

**TA Provider’s staff and qualification**

The Professional Staff of TA Provider may be limited to one or two key supervising experts with core competences in energy statistics and project management. It should include at least one senior expert with profound knowledge of statistical work to conduct supervisory task.

Person responsible for Project Management has to demonstrate not only managerial competence, but also understanding of organizational and procedural aspects of energy statistics proved with at least 3 earlier projects, preferably related to energy statistics. The Professional Staff of TA Provider include a person responsible for financial management of the Project. The same person may be assigned to project management, including financial management and expertise for surveys.

The tasks to be performed by the supervising expert(s) require an in-depth understanding of energy statistics; particularly knowledge of and experience in the planning and organizing sample surveys and collection, compilation and analysis of the energy data.

Knowledge of local language(s) (either by the expert staff or by a sub-contractor) is an advantage.

Key Experts of the Professional Staff must have high qualification of at least university degree and at least 5 years experience in the statistical field and at least two years in energy statistics.

TA Provider may be a single expert with adequate competences, or a team of key experts each dedicated to a specific field of expertise or each to specific Beneficiary.

Support staff may be engaged if necessary, for clerical and logistic matters, translation and similar tasks, or to assist in the financial management of the project.

**Disbursements**

Disbursements under the Project related to covering the eligible costs of surveys are separately defined, in accordance with the Terms of Reference, from the costs of service provided by TA Provider.

Eligible costs under the Project will be disbursed on the basis of cost specification, defined in the envisaged and approved budget for the survey by the respective Beneficiary. Costs specification in each envisaged budget shall be reviewed by TA Provider before commencement of the survey and
actual costs shall be confirmed against written receipt that the activity is performed and submitted to the ECS under the regular reporting scheme.

Beneficiary is obliged to submit monthly disbursement report to the TA Provider for review. TA Provider shall submit to the Secretariat periodic report, at least on three months basis in the format defined by the Secretariat, specifying all payments with attached copy of all bills, invoices and payment orders disbursed from the proceeds of this Project.

ECS and TA Provider may request from Beneficiary to present original claims, invoices, receipts of payments and other evidence related to the eligible expenditures under the Projects.

Total disbursements from this project for each survey conducted by implementing institutions may not exceed the amount specified in the envisaged budget, approved by the ECS. Specific budget items may be reimbursed at the amount not exceeding 10% of the planned amount, as long as the overall budget is within the approved amount.

Disbursement for the work performed by the TA Provider shall be made against reports specifying the costs of surveys, the costs of organisation and project management and costs of expert assistance and consultancy.

**Deliverables**

The output of the technical assistance will be the deliverables as detailed in the Scope of Work.

Key deliverables shall be publications with the final results of the surveys in the respective Beneficiary.

Beneficiary shall submit to the Secretariat Monthly implementation report, in the content and format defined by the Secretariat. TA Provider shall monitor implementation of the activities stipulated in the Plan of Activities and related costs against the Monthly Implementation Report and notify Secretariat of any discrepancy or accuracy thereof.

During the project implementation, the TA Provider shall submit to the Secretariat the following:

- Assessment of the Work plan for each Beneficiary, including the assessment of completeness and relevance of intended tasks and activities, assigned responsibilities, time schedules and breakdown of costs per tasks and activities and recommendations for improvement, if necessary;
- Concurrence or disclaimer of the TA Provider on the Monthly Reports submitted by the Beneficiary with recommendations, if necessary;
- Evaluation of the outcome and the final results of the surveys, separately for each Beneficiary;
- Financial Report of the Project, including separate report for each Beneficiary.

In addition, TA Provider shall give its opinion to the ECS following any request by Beneficiary for amending their respective plan of activities, time schedule or costs breakdown and following any disclaimer of the monthly report submitted by the implementing institution.

The final results of the surveys shall be published and shall be accessible free of charge on the dedicated web page of the Beneficiary’s implementing institution.

After completion of the survey and publication of the result, TA Provider shall submit to the ECS financial report of the Project including the specification of costs of surveys, costs of TA Provider expert assistance and cost of project management.
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.

All answers, along with the respective queries, shall be made available on the Energy Community’s website (www.energy-community.org) and worded so as to not reveal the identity of the inquirer.

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 € 207,000.

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 November 3, 2014 (not later than 18.00 hrs).

The risk of timely submission is with the bidders. Tenders arriving at the ECS after November 3, 2014 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: “Technical Assistance for the Conducting Surveys of Energy Consumption” and the remark “Do not open without explicit authorisation”.

The opening of the tenders will take place on November 4, 2014 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, 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 November 12, 2014.

The contract will be awarded only to one bidder/one bidding consortium. The contract shall be concluded not later than November 30, 2014.

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 a natural person or by a legal person, and by a bidding consortium. 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-Contractor, including individual experts as a Sub-contractors, to more than one proposal. One short-term professional key staff expert may participate in more than one tender.

Alternative and modification of the bids are not permitted.

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7 § 118(1) of the Public Procurement Law.
8 § 129 of the Public Procurement Law.
9 § 81 of the Public Procurement Law
### 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, that he/she is authorized to conduct the tendered services, that he/she offers to perform the tendered services 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 November 30, 2014.

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 there is no double funding for the same activities from any related or similar project in this field neither to the Bidder or any of the sub-contractor. In case that the Bidder or any subcontractor is engaged for the same activity, it must be declared by the Bidder to the ECS and the relevant amount subtracted from the financial offer explicitly.

d) that he/she has the economical, 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

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,

1. Name of the bidder, seat and address;\(^{11}\) (see the attached Standard Forms for details)

\(^{10}\) § 82 of the Public Procurement Law

\(^{11}\) Any change in address shall be disclosed immediately to the ECS.
2. Duly authorized contact person(s)\textsuperscript{12} together with telephone and fax number and email address; (in accordance with template in the Bidder Identity Form)

3. Evidence for the bidder’s suitability in form of
   
o. Recent extract from the professional and trade registers in the country of origin not older than three months;\textsuperscript{13}
   
o. Evidence for the authorization to provide the services requested in the country of origin;\textsuperscript{14}
   
o. 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;\textsuperscript{15}
   
o. 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;\textsuperscript{16}
   
o. 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.\textsuperscript{17}

4. Declaration of the bidder assuring the completeness of his/her tender;

5. 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,

6. A brief description of the Bidder’s organization, if it is a legal entity

7. 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 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

\textsuperscript{12} 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.

\textsuperscript{13} To the extent such registration is required by the country of origin.

\textsuperscript{14} To the extent such authorization is required by the country of origin.

\textsuperscript{15} § 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.

\textsuperscript{16} § 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.

\textsuperscript{17} § 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.
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. When the Bidder is natural person, he/she can claim his/her personal assignment as relevant experience.

8. 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.

9. 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. One professional staff member may be assigned to several tasks, but alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

10. CVs of the professional staff signed by the staff themselves and by the authorized representative of the Bidder, if not the same person;

11. Estimates of the staff input (professional and support staff) needed to carry out the assignment. The staff-days 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 VAT, based on a detailed and commented breakdown for each cost position for services and deliverables necessary to fulfil the requirements of the Service Specifications, as detailed in Section 5. Errors in the calculation shall not lead to the exclusion of the tender.

3.9. CONTRACT AWARD CRITERIA

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

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18 The detailed price calculation shall include the man-hours or man-days, as detailed in the Proposal, allocated hourly or daily rates of the staff, as well as other expenses. Costs for business trips foreseen shall also indicate any daily allowances to be paid.

19 § 100 of the Public Procurement Law.
Section 3. Instruction to Bidders

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.

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:

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Specific experience of the TA Providers relevant to the assignment:</td>
</tr>
<tr>
<td>a) Specific assignments in energy statistics [0-10]</td>
</tr>
<tr>
<td>b) Specific assignment in the Beneficiaries [0-5]</td>
</tr>
<tr>
<td>Total points for criterion (i): [0-15]</td>
</tr>
</tbody>
</table>

These criteria shall give merits to bidders with experience in EU general statistics and particularly in specific areas of energy statistics, as well as to the first-hand knowledge of the region of Energy Community.

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii) Adequacy of the proposed methodology and work plan in responding to the Service Specification:</td>
</tr>
<tr>
<td>a) Project management [0-10]</td>
</tr>
<tr>
<td>b) Organization, work plan and staffing [0-5]</td>
</tr>
<tr>
<td>c) Organization of consulting and transfer of know-how [0-10]</td>
</tr>
<tr>
<td>Total points for criterion (ii): [0-25]</td>
</tr>
</tbody>
</table>

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, higher merit is given for bids elaborated in more details to ensure feasibility of the approach and adaptations to the needs of Beneficiaries as identified during the assignment, also relying on peer cooperation and experience sharing among Beneficiaries.
(iii) Key professional staff qualifications and competence for the assignment:

a) Project management [0-20]
b) Key supervisory experts [0-40]

Total points for criterion (iii): [0 - 60]

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 20%]
2) Specific experience and adequacy for the assignment [up to 60%]
3) Experience in the Beneficiaries [up to 20%]

Total points for the four criteria: 100

The minimum technical score $S_t$ 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.

Financial proposal shall be calculated as the sum of three items: envisaged costs of surveys in the amount presented in this Terms of References (132,000 EUR), costs of expert service and project management costs.

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.

For evaluation purposes, the costs of survey shall be deducted from the price for calculation of financial score.

The formula for determining the financial scores is the following:

$S_f = 100 \times \frac{F_m}{F}$, 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 (St) and Financial Proposals (Sf) are:

\[
\begin{align*}
    w(St) &= 0.8 \\
    w(Sf) &= 0.2
\end{align*}
\]

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 TA Provider will be governed by the following contractual terms:

**Subject-matter**

The TA Provider provides the 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 of all activities specified within the framework of the service specification the services is €.... (excl. VAT).

**Quality of services**

The TA Provider 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 TA Provider 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 of the overall service is the seat of the Energy Community Secretariat, Am Hof 4, 5th floor, 1010 Vienna, Austria, unless otherwise agreed by the parties.

Activities stipulated in the Service Specification related to the actual conducting of the surveys shall take place in the location of the Beneficiaries.

**Language regime**

The deliverables, including final report on the results of surveys, shall be provided in English, as well as all communication and reporting to the Energy Community Secretariat – both in writing and orally.

Communication with the Beneficiaries during the implementation of the service may be organized in local language.

**Information requirements**

The TA Provider will report to the ECS periodically on the status of work and on all developments relevant for the accomplishment of the project in accordance with the format and schedule and will coordinate the development of the work with the ECS.

The ECS may request the TA Provider to report on the performance of the Contract at any time. The TA Provider shall comply with such request without delay.

The TA Provider 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 TA Provider.

**Guidance by the ECS**

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

**Staff of the TA Provider**

The TA Provider 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 TA Provider shall replace staff without delay at the reasoned request of the ECS. The TA Provider 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 TA Provider 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 TA Provider
The TA Provider 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 TA Provider 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
Prepayment shall be made in the amount of up to 80% of the contract price, against the bank guarantee submitted by the TA Provider. The guarantee shall be in amounts and currency equal to the prepayment. Prepayment shall be made after submission of the TA Provider’s opinion to the ECS, following the review and discussion of the concept, the proposed costs and budgets per activity with Beneficiaries and any recommendations thereof.

Final payment for the remaining amount of up to 20% of the contract price shall be made within two weeks after submission of the Final Report with detailed financial reports.

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

The TA Provider 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 TA Provider 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 that one or more Beneficiaries do not perform any or all of the activities specified in their respective work plans, or do not submit reports to the TA Provider, the Energy Community Secretariat shall be entitled to amend the scope of service, the assigned budget for the survey of respective Beneficiary and the contract price accordingly. In such a case, TA Provider shall be entitled to recover already incurred costs for respective activity, as presented in submitted periodic reports. Energy Community Secretariat may request documentary evidence of incurred costs.

Ownership and intellectual property rights
Ownership rights and copyright or other intellectual property rights in all material produced or purchased by the TA Provider in the performance of the Contract shall rest with ECS alone.
The TA Provider 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 TA Provider etc.

The TA Provider 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 TA Provider irrevocably assigns to ECS all right and title and interest 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 TA Provider 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.

Final deliverables from the Projects developed and published by the beneficiaries shall remain the property of the Beneficiary alone.

Liability and termination

The TA Provider 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 TA Provider 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 TA Provider shall be paid for any portion of the services that have been performed prior to the termination.

The TA Provider agrees at its sole expense to defend the ECS against and to indemnify ECS from any claims by a third party arising from the TA Providers' performance of services. In case of damages sustained, the TA Provider 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 TA Provider against any claims it might have against the TA Provider.
Confidentiality
The TA Provider shall not disclose to third parties without prior written consent any information on the project in whole or in parts. The TA Provider 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.

TA Provider is not entitled with this Contract to access to any primary data and, should these data be made available to the TA Provider during the execution of the contract, he shall be obliged to maintain confidentiality of this information.

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 TA Provider 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

<table>
<thead>
<tr>
<th>Name of the service:</th>
<th>Technical Assistance for Conducting Surveys of Energy Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting entity:</td>
<td>Energy Community Secretariat</td>
</tr>
<tr>
<td></td>
<td>Am Hof 4, 5th floor, A-1010 Vienna, Austria</td>
</tr>
<tr>
<td>Type of procedure</td>
<td>Open procedure</td>
</tr>
<tr>
<td>Deadline for submission of tenders:</td>
<td>November 3, 2014 at 18:00 hrs CET</td>
</tr>
<tr>
<td>Clarification</td>
<td>Clarifications may be requested not later than 7 days before the submission date</td>
</tr>
<tr>
<td></td>
<td>By registered mail: to the Contracting entity address</td>
</tr>
<tr>
<td></td>
<td>By email: <a href="mailto:miika.mumovic@energy-community.org">miika.mumovic@energy-community.org</a></td>
</tr>
<tr>
<td>Address for submission of tenders</td>
<td>Energy Community Secretariat, Am Hof 4, 5th floor, A-1010 Vienna, Austria</td>
</tr>
<tr>
<td>Bid validity</td>
<td>Until November 30, 2014</td>
</tr>
<tr>
<td>Contract award criteria</td>
<td>The contract is awarded to the most technically and economically advantageous tender</td>
</tr>
<tr>
<td>Language of the bid</td>
<td>English</td>
</tr>
<tr>
<td></td>
<td>All documents must be provided in English, including duly signed and verified translation of eligibility evidence, if produced in a language other than English</td>
</tr>
<tr>
<td>Training as a specific component of this assignment:</td>
<td>Part of the TA Providers' assignment will be to design training programs and transfer of know-how</td>
</tr>
<tr>
<td>Currency</td>
<td>The single currency for price conversions is: EUR</td>
</tr>
<tr>
<td>Latest date for contract awarding:</td>
<td>November 30, 2014</td>
</tr>
<tr>
<td>Expected date for commencement of service:</td>
<td>December 2014</td>
</tr>
</tbody>
</table>
### ANNEX 2 - Bidder Identity Form

<table>
<thead>
<tr>
<th>Project Coordinator:</th>
<th>Energy Community Secretariat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject of Tender:</td>
<td>Selection of Consultant for a Technical Assistance for Conducting Surveys of Energy Consumption</td>
</tr>
</tbody>
</table>

### Form 2.1 Identity form for a Bidder or Consortia Leader

<table>
<thead>
<tr>
<th>Bidder:</th>
<th>[name of undertaking or consortia]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>[Place and country and date of registration]</td>
</tr>
<tr>
<td>Address:</td>
<td>[Information for single undertaking or for consortia leader]</td>
</tr>
<tr>
<td>Commercial Registry and VAT Number:</td>
<td>[Information for single undertaking or for consortia leader]</td>
</tr>
<tr>
<td>Contact person(s):</td>
<td>[Indicate name and contact details for officials authorized for communication, in addition to authorized representative]</td>
</tr>
<tr>
<td>Telephone and Fax Number and E-mail address:</td>
<td></td>
</tr>
<tr>
<td>Legal representative</td>
<td>[Title, name and position of legal representative of an undertaking or of consortia leader]</td>
</tr>
</tbody>
</table>

I, the undersigned, certify that information given in this Tender is correct and that Tender is valid.

Signature(s) in full and initial
Form 2.2. Identity Form for Consortia Member or Sub-contractors

<table>
<thead>
<tr>
<th>Name of a member of consortia or sub-contractors 20</th>
<th>[Information for each firm within consortia or/and for sub-contractors or title and name of natural person]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone and Fax Number and E-mail Address:</td>
<td></td>
</tr>
<tr>
<td>Legal representative</td>
<td>[Only for legal persons: title, name and position of the legal representative of legal person]</td>
</tr>
</tbody>
</table>

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 of all attachments required as eligibility evidence in the Section 3.7(a) of Section 3. Instructions to the bidder]

1. The authorization for person signing the Form 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;

2. Recent extract from the professional and trade registers in the country of origin not older than three months;

3. Evidence for the authorization to provide the services requested in the country of origin, as required by the country of origin;

4. 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;

5. 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;

20 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)
6. 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;

Note: In case that any of declarations listed above cannot be provided, the bidders are requested to present evidence explaining the circumstances.

7. Declaration of the bidder assuring the completeness of his/her tender.
**Section 4. Technical Proposal**

**Form 4.1: Bidders Organization and Experience**

**A – Bidder’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 – Bidder’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 services similar to the ones requested under this assignment. Use up to 20 pages and refer only to assignments in last 5 years.]

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in current US$ or Euro):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Location within country:</td>
<td>Total N° of staff-months of the assignment:</td>
</tr>
</tbody>
</table>
## Section 4. Technical Proposal

<table>
<thead>
<tr>
<th>Address:</th>
<th>Approx. value of the services provided by your firm under the contract (in current US$ or Euro):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start date (month/year):</td>
<td>Number of professional staff-months provided by associated Consultants:</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Name of associated Consultants, if any:</td>
<td>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>

Firm's Name: __________________________
Section 4. Technical Proposal

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

[Technical approach, work plan, organization, particularly organization of training activities and transfer of know-how are key components of the Technical Proposal. You are suggested to present your Technical Proposal (in no more than 20 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Project management

b) Organization, Work Plan and Staffing, and

c) Organization of Consultancy and Transfer of Know-how.

a) Project Management. In this chapter you will propose procedure relevant to effectively manage the course of project and financial control over the project. Establishing and maintaining communication channels with implementing institutions throughout the project implementation is critical. Specific solution related to efficient clearance and disbursement of project costs shall be taken into account.

b) Organization, Work Plan 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 and propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including reporting and approvals by the ECS). The proposed work plan should be flexible to adjust to the development in the field, showing understanding of the service specifications and ability to translate them into a feasible working plan with the Beneficiaries. The work plan should be consistent with the Work Schedule of Form 4.6.

d) Organization of Consultancy and Transfer of Know-how. In this chapter you should explain your understanding of the technical approach to assist Beneficiaries in 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 strategy you propose to adopt and highlight the compatibility of your approach with specific circumstances in the Beneficiaries, particularly the ultimate need to remain flexible to adjust to actual and specific needs and to maintain high quality of service.
**Form 4.3: Team Composition and Task Assignments**

<table>
<thead>
<tr>
<th>Professional Staff</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Staff</td>
<td>Firm</td>
<td>Area of Expertise</td>
<td>Position Assigned</td>
<td>Task Assigned</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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]:
Section 4. Technical Proposal

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 employment held by staff member since obtaining required qualification in 5, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

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

Employer: _____________________________

Positions held: _______________________

11. **Detailed Tasks Assigned**

[List all tasks to be performed under this assignment]

12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[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.]

Name of assignment or project: ________________

Year: _______________________________

Location: _____________________________

Client / employer: _____________________

Main project features: ___________________

Positions held: _________________________

Activities performed: ____________________
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.

_________________________________________ Date: _____________

[Signature of staff member] [Day/Month/Year]

Full name of authorized representative:

_________________________________________ Date: _____________

Signature of the authorized representative] [Day/Month/Year]
Form 4.5: Staff Schedule

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Staff</th>
<th>Professional (key staff)*</th>
<th>Support staff</th>
<th>Total staff-days input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>[Home] 4</td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>[Field]</td>
<td>[Field]</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal key staff</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|     | Name of Staff | Total support staff      |              |                        |
|     |               |                          |              |                        |
|     |               | Subtotal support staff   |              |                        |
|     |               | 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. The same person may be assigned as a key expert for expert assistance and for project management.

2 Months 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 TA Provider's home office.

4 Insert the number of working days in each month of assignment, bearing in mind days and staff with full time input and with part time input, rounding to minimum half-days in decimal numbers.
Form 4.6: Work Schedule

<table>
<thead>
<tr>
<th>№</th>
<th>Activity</th>
<th>Tasks</th>
<th>months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12</td>
</tr>
<tr>
<td>1</td>
<td>Expert service</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consumption survey Bosnia and Herzegovina</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>T1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>T2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>...</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Project management</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

1 Indicate as a minimum all main activities in A, B and C and milestones in the assignment. Specify particularly tasks including delivery of reports and other benchmarks such as ECS approvals. For item 2, Project management, indicate the Beneficiary, wherever relevant, to which the activity refers, or experience sharing, as appropriate.

2 Months shall be numbered starting from the referent date of contract signature. Duration of activities in man/ days shall be indicated per month.
Section 5 - Financial Proposal

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

Costs of surveys 132,000,00 EUR

Project management costs [Insert amount(s) ]

Expert service costs [Insert amount(s) ]

Total Price: [Insert amount(s) ]

In words: 

Insert amount(s) in words

This amount is exclusive of VAT.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal, i.e. until 30 November 2014.
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. below

2 Total price is the sum of the stipulated items: costs of surveys + project management costs + expert service costs
### Form 5.1: Breakdown of Costs of Activity

<table>
<thead>
<tr>
<th>Activity /Group of Activities</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost component</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Costs</th>
<th>Amount</th>
<th>Total in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed costs of surveys:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project management costs:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert service costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remuneration⁵</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Allowances</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Reimbursable Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:

1. Form 5.3 shall be filled per each activity and for the whole assignment. The sum of the relevant Subtotals of all listed activities must coincide with the Total Costs of Financial Proposal indicated in Submission form.

2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the Form 4.6.

3. Short description of the activities whose cost breakdown is provided in this Form.

4. For calculation of 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 5.2: Summary of Expert Service Costs

<table>
<thead>
<tr>
<th>Costs per activities¹</th>
<th>Costs</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Staff Remunerations</td>
<td>Other allowances²</td>
<td>Transportation costs</td>
<td>Other Reimbursable expenses</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Costs³</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 5.3: Breakdown of Remuneration

(This Form shall only be used to establish payments to the TA Provider for possible changes in the scope of services requested by the ECS)

<table>
<thead>
<tr>
<th>Name²</th>
<th>Position³</th>
<th>Staff/Day Rate⁴</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Staff</strong></td>
<td></td>
<td>[Home]</td>
</tr>
<tr>
<td></td>
<td>[Field]</td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support Staff</strong></td>
<td></td>
<td>[Home]</td>
</tr>
<tr>
<td></td>
<td>[Field]</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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-day rate and currency for home and field work.
Form 5.4: Breakdown of Reimbursable Expenses in the Expert Service Costs

(This Form shall be used to establish the amounts of possible adjustments in the costs of service that may be requested by the ECS in case the Beneficiary does not comply with the work plan and other commitments, and other costs adjustments based on the scope of actually provided service in accordance with the Contract)

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Activity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total cost in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per diem allowances</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Miscellaneous travel expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Communication costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Materials, supplies, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subcontracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerical assistance (translation etc)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

2. Indicate the activity with the code in the Form 4.6 for the execution of which the costs will be incurred, in case of lump sum, indicate how the costs are assigned to activities.

3. Indicate separately per mode of transport, route of flights, when applicable.

4. Add new lines for each type of costs, which may include different types of costs for experience sharing, such as transportation costs, board and lodging, subsistence allowance etc.
Form 5.5: Breakdown of Project Management Costs

(This Form shall be used to establish final amount of project management cost for the TA Provider under this project and/or to establish the amounts of possible adjustments in the costs of service based on the amended scope of service, that may be requested by the ECS or the scope of actually provided service in accordance with the Contract)

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Activity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total cost in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Expert fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Communication costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Clerical assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Material, supplies, other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Other - specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

2. Indicate the activity as given in the Form 4.6 for the execution of which the costs will be incurred; if the costs are equal for more activities, indicate all with their respective codes in the form 4.6. If the costs or measurement unit, or number of units are different, insert new line for each activity.

3. Indicate measurement unit, a applicable, or the basis for calculation of respective costs (i.e. remuneration per time unit and expected duration of work in time units, percentage of respective cost of activity, etc).

4. As appropriate.

5. The subtotal of the form 5.5 shall be presented in the Financial Proposal, Section 5, Submission Form and broken down per activity in the Form 5.1.