Tender documents and conditions for contracting a Consultant
for a study on examining the implementation of the EU acquis on value added tax in the Energy Community legal order

Energy Community
(Address: Am Hof 4, level 5, 1010 Vienna)

Vienna, 10 May, 2016
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Section 1. Call for Tenders

1. The Energy Community Secretariat (hereinafter referred to as: Secretariat) intends to outsource the services of qualified consultants to conduct a study to examine applicable legislation on the value added tax (VAT) in the Energy Community, the need for harmonization of the applicable regimes in order to create a level playing field for integration of electricity and gas market within the Energy Community. The final aim is to examine different aspects of the implementation of the EU acquis on VAT in the Energy Community legal order.

2. A Consultant will be selected in an Open Procedure as described in the Section 3 of these Tender Documents.

4. The tender documents include the following parts:
   - Section 1 – Call for Tenders
   - Section 2 – Service Specifications
   - Section 3 - Instructions to Bidders
   - Section 4 - Technical Proposal Form
   - Section 5 - Financial Proposal Form

5. All eligible bidders are invited to submit their proposal by mail, by courier or by delivery in person not later than 6 June 2016 before 14:00 hrs CET to the following address: Energy Community Secretariat, Am Hof 4, 5th floor, A-1010 Vienna.

Janez Kopač
Director
Section 2. Service Specification

Examining the implementation of the EU acquis on VAT in the Energy Community legal order

1. Background

The Ministerial Council of the Energy Community\(^1\), on its 13\(^{th}\) meeting held on 18 October 2015 adopted the General Policy Guideline\(^2\) which represented the political consensus reached concerning a Roadmap for Reform of the Energy Community. The General Policy Guidelines define that on its meeting in 2016 the Ministerial Council shall discuss the proposals examining the implementation of the EU VAT acquis in the Energy Community legal order.

This initiative has been triggered by the proposal of the High Level Reflection Group\(^3\) (the HLRG) in its Report „An Energy Community for the Future“. In addition, the activities under the so-called Western Balkan 6 Initiative (the Berlin Process\(^4\)) in some Contracting Parties indicated that non-harmonized rules applicable for value added tax (VAT) may represent obstacles for the functioning of a competitive electricity market across the national borders in the Energy Community.

The establishment of the Coordinated Auction Office of South Eastern Europe (CAO) first faced and identified obstacles of fiscal nature for cross border transactions. In October 2014 the Coordinated Auction Office of South Eastern Europe called for the harmonization of VAT treatment in non EU states in South Eastern Europe. In the same time, transmission system operators working on establishing the common auction of interconnecting capacities faced the problem of double taxation arising from the different definition of the place of taxable transaction.

Observing the development of the national markets and their cross border integration, the Secretariat found that the application of different VAT rules on energy-related transactions raised concerns in two significant aspects:

- Non-harmonized rules on taxation of services (such as providing access to interconnectors) may lead to discriminatory conditions for access and therefore distort the market either through double taxation or through non-taxation of system users, depending on their seat or place of establishment;

- Different definition of “the place of taxable transaction” and “taxable person” may obstruct the development of organized markets and any subsequent market coupling.

To overcome the obstacles related to the charging of VAT on congestion rent, the Secretariat prepared and published the Guidelines for treatment of Value Added Tax on transactions related to

\(^1\) For more information, visit: http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY
\(^2\) For more information, visit: https://www.energy-community.org/portal/page/portal/ENC_HOME/DOCS/3829104/20935995F64B3AE0E053C92FA8C07CA6.PDF
\(^3\) For more information, visit: https://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY/Legal/HLRG
\(^4\) For more information, visit: https://www.energy-community.org/portal/page/portal/ENC_HOME/AREAS_OF_WORK/WB6
cross border trade of electricity in the Contracting Parties of the Energy Community. The implementation of these guidelines is, however, not mandatory for the Contracting Parties of the Energy Community.

Harmonized rules on taxation of gas and electricity related transactions is meant to ensure a level playing field with regard to the supply and demand of gas and electricity, both across the borders of the Energy Community Contracting Parties, as well as between the Energy Community Contracting Parties and the EU member states. Therefore, in order to enable cross border trade and market integration, the minimum requirements for the harmonization of VAT legislation need to be defined.

As is the case for the energy market acquis, the basis for harmonization is found in the EU rules on value added taxation of goods and associated services in the internal energy markets. The relevant rules are:

- Directive 2006/112/EC on common system of value added tax and amendments thereof,
- Directive 2013/43/EU amending Directive 2006/112/EC on the common system of value added tax, as regards an optional and temporary application of the reverse charge mechanism in relation to supplies of certain goods and services susceptible to fraud, and
- Directive 2013/42/EU as regards quick reaction mechanism and tax fraud,
- relevant implementing regulations.

2. Objectives of the project

The objective of the study is to obtain competent assessment of the VAT legislation in the Energy Community in order to identify obstacles for market competition and market integration stemming from the rules governing the VAT on goods and services in the network energy businesses (electricity and gas).

The purpose of such an assessment is to provide and elaborate tools and mechanisms to remove identified obstacles for market competition and market integration.

3. Scope of work

The Consultant shall be required

(1) to analyze the current legal framework of VAT rules applicable for transactions in the electricity and gas markets of the Energy Community Contracting Parties and Georgia;
(2) to assess their impact on the functioning of the markets,

Policy guidelines: https://www.energy-community.org/portal/page/portal/ENC_HOME/DOCS/3550146/0C36150867403810E053C92FA8C0DB3F.PDF
(3) to assess the efforts required to harmonize VAT legislation in the Energy Community, to the extent that such harmonization would enable the implementation of the Energy Community Treaty and
(4) to assess associated costs and benefits from harmonization.

The Consultant will analyze the VAT rules applicable for taxation of services and goods, and present the assessments and findings, separately for goods and for services, as well as a summary of the obstacles together with recommendations on how to overcome them.

The Consultant shall also analyze the existence and, if this be the case, the consequences of any VAT related obstacle for the efficient integration of RES facilities and the implementing of energy efficiency measures. The Consultant shall propose measures and procedures to eliminate or minimize them.

A set of recommendations shall be formulated separately for each Contracting Party and for Georgia. They shall be accompanied by a summary covering the minimum and optimum level of harmonization for all Contracting Parties and Georgia.

In its consideration of the requirements for the minimum and optimum level of harmonization and recommended measures for harmonization, the Consultant shall take due account of the following criteria:

i. Costs and benefits for the public finances and for the national customers, with particular focus on susceptibility to non taxation, double taxation, tax evasion or tax frauds;

ii. Cross border impact and equality of access to network infrastructure for market participants, regardless of their place of establishment, with particular focus on the discrimination of market participants stemming from different tax regime;

iii. Impact on the liquidity of the organized markets of the Contracting Parties, as well as cross-border impact on organized markets or OTC markets in other Contracting Parties.

In particular, the study shall cover the following tasks:

1. **Analysis and assessment of the current status**
   a) Identification of key provisions of the Directive 2006/112/EC and amendments thereof, as well as the implementing regulations and other EU legislation enabling elimination of any VAT related obstacles for network energy market integration in the Energy Community;
   b) Overview of the applicable VAT legislation in the Contracting Parties and Georgia, identifying differences and instances leading to non-taxation or double taxation of network energy related transactions;

2. **Identification and analysis of VAT related obstacles for market integration in the Energy Community**
   a) An overview of differences in the applicable VAT regimes on network energy related transactions among the Contracting Parties, as well as a comparison against the relevant elements of the EU acquis on VAT, for each Contracting Party and Georgia;
b) The elaboration of applicable rules on network energy-related transactions, to be applied between economic operators from the Energy Community and economic operators from the European Union;

c) The specification of all instances when the applicable VAT regime may create undue obstacles for cross border trade and market integration in network energy.

3. Proposal for harmonization

a) The minimum requirements for the harmonization of VAT rules on network energy related transactions within the Energy Community;

b) A recommendation for the harmonization of applicable VAT rules on network energy related transactions between economic operators from the Energy Community, on the one hand, and from the European Union, on the other;

c) A proposal of necessary changes in the national legislation, both primary and secondary, for each Contracting Party and Georgia;

d) An assessment of the administrative burden and associated costs required to execute the above-mentioned legislative changes;

e) An assessment of costs and benefits of proposed changes for the economic operators in the network energy and for the final customers.

In addition, the Consultant shall organize and finance the workshop for the officially nominated contacts, one from each Contracting Party and Georgia after submission of the Draft Final Report (as per Item 9 below).

After the completion of the study and the submission of the Draft Final Report, the Consultant shall present the findings and recommendations at the workshop, preferably at latest in mid-September 2016. The proposal should envisage the participation of two officials from each Contracting Party and from Georgia.

If the Consultant plans to organize additional meeting(s) with the officially nominated contacts, the Secretariat will provide logistic support (visa letter, etc). The Consultant is free to propose the venue(s) of the meeting. If the envisaged venue of the meeting(s) is Vienna, the Secretariat will provide premises for the meeting.

4. Beneficiaries

The Secretariat shall be the primary Beneficiary of the Study. The Secretariat is the reference party to whom the Consultant will be legally and professionally liable for performance of tasks assigned in the contract. In addition, the Contracting Parties, namely Albania, Bosnia and Herzegovina, Kosovo*, Former Yugoslav Republic of Macedonia, Moldova, Montenegro, Serbia and Ukraine, and Georgia as an Observer, shall be the Beneficiaries to the extent their specific status is relevant.

* 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.
5. **Required input**

The Secretariat shall make available to the Consultant:

- Officially nominated contacts from each Beneficiary competent in the matter falling within the scope of work (see no 3 above);
- A contact person from the Secretariat to liaison with the Consultant and coordinate with the officially nominated contacts from Beneficiaries, where necessary;
- Logistic support for the meeting with the officially nominated contacts and ECS, when necessary;
- General guidance and advice as to project objectives, deliverables and presentation, including reporting format for project implementation.

The Beneficiaries are responsible to provide all necessary information and at least one officially nominated contact competent in the subject matter throughout the project implementation.

The officially nominated contacts from the Beneficiaries make available to the Consultants the applicable primary and secondary legislation governing the value added tax on transactions related to network energy.

6. **Project management**

In terms of project management and organisation, the Consultant shall be responsible to coordinate the workflow and to ensure that the project is implemented in accordance with the defined work plan and time schedules.

The Consultant is encouraged to define its approach on how to communicate with the Contracting Parties in order to collect information and/or to clarify specific matters, which may include field missions, as long as the Secretariat is kept informed of all communication at all times. The Secretariat will do its best to facilitate the implementation of the Consultant’s work program.

Access of the Consultant and its staff to certain files and documents may be limited for the sake of confidentiality protection, in accordance with the applicable national legislation. Officially nominated contacts from the Contracting Parties and the Consultant shall notify the Secretariat of the occurrence of any such instances which may adversely affect the performance of the service by the Consultant.

7. **Consultant’s staff and qualification**

The Professional Staff of the Consultant shall include key experts with core competences and in-depth understanding of value added taxation, in particular the EU *acquis* on value added taxation and specifics of the taxation of goods and services in the area of network energy.

The Key Experts of the Professional Staff must have high qualification of at least university degree and at least 5 years of respective experience.
The Professional Staff should include at least one senior expert with profound knowledge of the functioning of the competitive market in the network energy. The competence and experience in the financial aspects of allocation of interconnection capacities and of the organized day ahead and intra-day markets will be evaluated with higher merits.

Desired skills and competences include familiarity with the Energy Community Contracting Parties, their energy sector in general and their energy market in particular.

The person responsible for Project Management has to demonstrate competence in the matter, as well as competencies for organizational and procedural aspects of project implementation, proved with at least 3 successfully concluded projects, preferably similar in nature or the subject matter.

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

Support staff may be engaged if necessary, for clerical and logistic matters, translation and similar tasks, as appropriate. Support staff shall not be taken into account for bid evaluation.

8. Deliverables

The output of the study will be the deliverables as detailed in the Scope of Work (Item 3 above).

During the project implementation, the Consultant shall submit to the Secretariat the following reports:

- The Inception Report will contain a detailed work plan and elaboration of the Consultant’s preliminary assessments of the current status and an elaboration, in detail, of the approach to key aspects of the study as requested per Task 1a. The Inception Report will be submitted two weeks after contract signature;
- The Interim Report will contain the analysis and the assessment of the current status of VAT legislation pertinent to network energy, in particular identification and analysis of VAT related obstacles for market integration in the Energy Community, with the details stipulated in the Scope of Work (Item 3 above) in particular Task 1 and Task 2 as well as its understanding of deliverables under Tasks 3a. It will be delivered not later than six weeks after approval of the Inception Report by the Secretariat;
- The Draft Final Report shall contain revised findings from the Interim Report and recommendations for harmonization as in the Scope of Work (Item 3 above) and it will be delivered not later than four weeks after approval of Interim Report;
- The Final Report shall address all items defined in the Scope of Work (Item 3 above).
9. **Time schedule**

The expected duration of the project is maximum four (4) **months**; any delay in the commencement of the project will be compensated without affecting the project implementation scheduled describer at Item 8 above.

After the submission of any report by the Consultant, the Secretariat shall provide its comments within 15 days. The Consultant shall consider and reflect the Secretariat’s comments in the revised Report which shall be submitted within the next two weeks.

The Secretariat shall provide its comments on the draft final Report within 2 weeks after submission, and the Consultant shall submit the revised Final Report within the following 2 weeks for the approval by the Secretariat.

In case that there is a major disagreement over the Consultant’s finding and / or recommendation, at any stage of the execution of the contract, the Consultant shall accept the position of the Secretariat for any further work, including a disclaimer over the matter of disagreement.
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 Secretariat, 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 Secretariat.

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 https://www.ris.bka.gv.at/.

The procedure takes place below the threshold7 of € 209,000.

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 6 June 2016 (not later than 14:00 hrs).

The risk of timely submission is with the bidders. Tenders arriving at the Secretariat after 6 June 2016 at 14:00 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, marked as “original” and “copy” respectively. The two copies may be submitted either as paper copies or in the electronic format on two compact discs. Submissions shall be made in a closed and sealed envelope, The outer envelope shall bear the following readable reference:

“Study on the examining the implementation of the EU acquis on VAT in the Energy Community legal order”

and the remark

“Do not open without explicit authorisation”

The opening of the tenders will take place on 6 June 2016 at 15:00. at the premises of the Secretariat, Am Hof 4, A-1010 Vienna. The bidders are entitled to be present at the opening. Upon evaluation of the tenders by the Secretariat and the eventual elimination of tenders not fulfilling the eligibility criteria laid down by the law, the Secretariat will select the successful bid based on the predetermined award criteria. The Secretariat will notify the result to the bidders by electronic mails by 17 June 2016.

The contract will be awarded only to one bidder/one bidding consortium. The contract shall be concluded not later than 30 June 2016.

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

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8 § 118(1) of the Public Procurement Law.
9 § 129 of the Public Procurement Law.
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 Sub-contractors, to more than one proposal. One short-term professional key staff expert may participate in more than one tender.

Alternative\textsuperscript{10} and modification\textsuperscript{11} 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, 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 30 June 2016.

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 sub-contractor is engaged for the same activity, it must be declared by the Bidder to the Secretariat 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.

\textsuperscript{10} § 81 of the Public Procurement Law
\textsuperscript{11} § 82 of the Public Procurement Law
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 with 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;\(^{12}\) (see the attached Standard Forms for details)
2. Duly authorized contact person(s)\(^{13}\) 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:
   - 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.\(^{18}\)
4. Declaration of the bidder assuring the completeness of his/her tender with the list indicating all documents contained in the Bid;
5. Date and legally valid signature on the Declaration.

\(^{12}\) Any change in address shall be disclosed immediately to the Secretariat.
\(^{13}\) 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.
\(^{15}\) To the extent such authorization is required by the country of origin. In case such authorization is not required in the country of residence, the bidders are requested to present evidence explaining the circumstances.
\(^{16}\) § 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.
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 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 methodology and work plan for performing the assignment covering the following subjects: technical approach, organization, work plan and staffing schedule. The work plan should be consistent with the staffing 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;

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\textsuperscript{19}, 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.\textsuperscript{20} Errors in the calculation shall not lead to the exclusion of the tender.

\textsuperscript{19} VAT listed separately.
\textsuperscript{20} 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.
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 most economic solution of the highest quality to the task as specified in the tender specifications.

The award procedure and criteria for selecting the most technically and economically advantageous tender are the following:

a. Procedure

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

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

Financial evaluation will commence after completion of the technical evaluation.

Only those technical proposal evaluated above the minimum score shall be subject to financial evaluation.

The Evaluation Committee will submit its Final Evaluation Report to the Director of the Secretariat 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:

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<th>Points</th>
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</tbody>
</table>

(i) Specific experience of the Consultants relevant to the assignment:

- a) Specific assignments in the field of value added taxation [0 – 10]
- b) Specific assignments related to the energy market [0 – 10]
- c) Specific assignments in the Beneficiaries [0 – 5]

Total points for criterion (i): [0 – 25]

---

21 § 100 of the Public Procurement Law.
Higher merits will be given to bids which combine expertise in the subject matter in the EU with that in the Energy Community.

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

a) Technical approach and organization  
   [0 – 5]

b) Work plan and staff assignment  
   [0 – 10]

Total points for criterion (ii):  
   [0 – 15]

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. The overall duration will be taken into account with higher grade to the bids proposing sooner completion. Evaluation shall take particular account of the assignments of higher ranked key experts.

(iii) Key professional staff qualifications and competence for the assignment:

a) Project manager  
   [0 – 15]

b) Key experts  
   [0 – 45]

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 St required to pass is: 60 Points.

c. Evaluation of financial proposals

After the technical evaluation is completed, the Evaluation Committee will assess the respective financial proposals of bids evaluated above minimum technical score. 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:

\[ S_f = 100 \times \frac{F_m}{F} \]

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:

\[ w(St) = 0.7 \text{ and } w(Sf) = 0.3 \]

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 Secretariat 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 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 Consultant undertakes to provide the services required on the highest level of professionalism, relying only on staff possessing the qualification and experience necessary to fulfil the objectives of the Contract.

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

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

**Place of delivery**
Place of delivery 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.

**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 Consultant will report to the Secretariat 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 Secretariat.

The Secretariat 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 Secretariat 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 Secretariat**
The Consultant shall perform his tasks under the operational guidance of the Secretariat throughout the whole duration of the contract.

**Staff of the Consultant**
The Consultant shall inform the Secretariat 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 Secretariat. 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 Secretariat.

**Payment**
Payment shall be made against the deliverables as follows:

- 20% following approval of the Inception report,
- 40% following approval of the Interim Report,
- 40% after submission and approval of the Final Report.

All payments shall be made within two weeks after approval of the respective Report by the Secretariat.

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 Secretariat without the latter’s prior written consent. When requesting such reimbursement, the Consultant shall provide the Secretariat 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 Secretariat in accordance with the Service Specifications.

**Ownership and intellectual property rights**
Ownership rights and copyright or other intellectual property rights in all material produced or purchased by the Consultant in the performance of the Contract shall rest with the Secretariat alone.
The Consultant shall, on their own motion, make available to the Secretariat all information and documents submitted to the Consultant in relation with the performance of the contract.

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

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

The Secretariat 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.

The Secretariat 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, the Secretariat 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 Secretariat against and to indemnify the Secretariat 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 Secretariat 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 the Secretariat or came across in the course of performing the services under the contract.

Consultant is not entitled with this Contract to access to any primary data and, should these data be made available to the Consultant 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 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 the Secretariat 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>Examining the implementation of EU VAT acquis in the Energy Community legal order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting entity:</td>
<td>Energy Community Secretariat&lt;br&gt;Am Hof 4, 5th floor,&lt;br&gt;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>6 June 2016 at 14:00 hrs CET</td>
</tr>
<tr>
<td>Clarification</td>
<td>Clarifications may be requested not later than 7 days before the submission date by registered mail to the Contracting entity address OR by email to <a href="mailto:milka.mumovic@energy-community.org">milka.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 30 June 2016</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 &lt;br&gt;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>Currency</td>
<td>The single currency for price conversions is: <strong>EUR</strong></td>
</tr>
<tr>
<td>Latest date for contract awarding:</td>
<td>30 June 2016</td>
</tr>
<tr>
<td>Expected date for commencement of service:</td>
<td>1 July 2016</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 the Study on Examining the implementation of EU VAT acquis in the Energy Community legal order</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-contractors²²</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>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Signature(s) in full and initial</td>
<td></td>
</tr>
</tbody>
</table>

**Attachments:**

[list all attachment 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;

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;

7. Declaration of the bidder assuring the completeness of his/her tender.

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

---

²² Declaration must be made by each firm listed in the Team Composition and/or natural person who is not staff of the listed firm(s)
Section 4. Technical Proposal

Form 4.1: 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><strong>Assignment name:</strong></th>
<th><strong>Approx. value of the contract (in Euro):</strong></th>
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<tbody>
<tr>
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<tr>
<td><strong>Country:</strong></td>
<td><strong>Duration of assignment (months):</strong></td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name of client:</strong></td>
<td><strong>Total N° of staff-months of the assignment:</strong></td>
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</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Approx. value of the services provided by your firm under the contract (in Euro):</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Start date (month/year):</strong></td>
<td><strong>N° of professional staff-months provided by associated Consultants:</strong></td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
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<tr>
<td><strong>Name of associated Consultants, if any:</strong></td>
<td><strong>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</strong></td>
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<tr>
<td><strong>Narrative description of Project:</strong></td>
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<tr>
<td><strong>Description of actual services provided by your staff within the assignment:</strong></td>
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</table>

**Firm’s Name:**
Form 4.2: Description of Approach, Work Plan and Organization for Performing the Assignment

[Technical approach, work plan, organization and staff assignment 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 two chapters:

a) Technical Approach and organization. In this chapter you should explain your approach to carry out the activities and achieve the expected output, as well as the detail of the output you plan to present with the study. You should highlight your understanding of the problems addressed with thus study, their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies to carry out the study. You are encouraged to elaborate your own understanding of the matters in question, objectives and methods, rather than repeating details from the Service Specification.

b) Work Plan and Staff assignment. 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 for each assignment, 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 Secretariat). Special merits will be given to the time planning and the Consultant’s flexibility in order to execute the assignment time wise. 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.
### Form 4.3: Team Composition and Task Assignments

#### Professional Staff

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
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</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]:
   
   __________________________________________
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. **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>N°</th>
<th>Name of Staff</th>
<th>Staff input in days per month of assignment (in the form of a bar chart)</th>
<th>Total staff-days input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Professional (key staff)²</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
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<td>2</td>
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<td>n</td>
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</tbody>
</table>

| Support staff | | | | | | | | |
| 1 |               | | | | | | | | |
| n |               | | | | | | | | |

1 The format of this Form 4.5 “Staff schedule 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.

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 Consultant'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>TASKS</th>
<th>Sub-activity</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>N°</strong></td>
<td><strong>Activity</strong></td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>a</td>
<td>a1</td>
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<tr>
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</tbody>
</table>

1. Indicate the three key tasks described in the Section 2.3 (Service Specification, Scope of work).

2. Describe the workflow of all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as the Secretariat approvals, and benchmarks separately for each phase.

3. The Work schedule shall be presented per months. Months shall be numbered starting from the referent date of contract signature. Duration of activities in man-days shall be indicated per month or per weeks. The successful bidder shall be invited to present detailed work plan in weeks.
Section 5. Financial Proposal - Submission Form

[Location, Date]

To: ENERGY COMMUNITY SECRETARIAT

1010 VIENNA, Am Hof 4, 5th floor

AUSTRIA

Dear Sir/Madam,

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

\[
\text{[Insert amount(s) \(^{[1]}\) EUR \______________ [Study]

EUR 15.000,00 [Workshop]

Total: EUR \______________}
\]

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 June 2016.

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
### Form 5.1: Breakdown of Costs of Tasks

<table>
<thead>
<tr>
<th>TASKS / Activities</th>
<th>Description</th>
<th>Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost component per activity</td>
<td>Calculations</td>
<td></td>
<td>Amount in EUR</td>
</tr>
<tr>
<td>Remuneration</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>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total costs of the activity:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Form 5.1 shall be filled separately for each task indicated in Service specification including each activity contained therein and any sub-activity described in the Bid and a separate form 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, insert unit price and number of units or describe the calculation. The amounts have 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 the Submission Form.

6. The Bidder shall calculate the fixed amount for costs of attendance of representatives of Beneficiaries (two participants per Beneficiary for workshop). Actual costs will be paid against the cost calculation provided by the Consultant, with the ceiling of 800 EUR per person for one meeting with the overall ceiling of 15,000 EUR. This amount shall not be taken into account for financial evaluation.
Form 5.2: Summary of Expert Service Costs

<table>
<thead>
<tr>
<th>Activity</th>
<th>Costs per activities&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Costs</th>
<th>Other allowances&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Transportation costs</th>
<th>Other reimbursable expenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Costs</strong>&lt;sup&gt;3&lt;/sup&gt;</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 Secretariat within the total price. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms provided with the Proposal.

4. The costs of workshop with the representatives of Beneficiaries shall be presented as a separate line with respective costs of transportation, other reimbursable expenses). The ceiling of 800 EUR pro person does not include costs of attendance for Consultants’ staff.
Form 5.3: Breakdown of Remuneration

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Staff/Day Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Staff</td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Field]</td>
<td></td>
</tr>
</tbody>
</table>

| 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-day rate and currency for home and field work, if appropriate.
Form 5.4: Breakdown of Reimbursable Expenses for workshop

(This Form shall be used only to establish the payment for actual costs of organisation of the workshop. It will be submitted by consultant after the respective meeting)

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Activity²</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total cost in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Transportation costs³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Miscellaneous travel expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Communication costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Clerical assistance (translation etc)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Other (specify)⁴</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 the workshop, such as transportation costs, board and lodging, subsistence allowance etc.