TENDER DOCUMENTS

For the Selection of a Consultant to provide

Technical support to the Energy Community and its Secretariat to assess the candidate Projects of Energy Community Interest and Projects of Mutual Interest in electricity, gas and oil infrastructure, hydro pump storage and smart grids deployment, in line with the EU Regulation 347/2013.

Vienna, 20 July 2017
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# KEY DATA SHEET

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<th>Technical support to the Energy Community and its Secretariat to assess the candidate Projects of Energy Community Interest and candidate Projects of Mutual Interest in electricity, gas and oil infrastructure, hydro pump storage and smart grids deployment, in line with the adapted/adopted EU Regulation 347/2013 as adopted by the Ministerial Council Decision 2016/11/MC-EnC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference title of service:</td>
<td>Technical support to the Energy Community</td>
</tr>
</tbody>
</table>
| Contracting entity: | Energy Community Secretariat  
Am Hof 4, 5th floor,  
A-1010 Vienna, Austria |
| Type of procedure | Open procedure |
| Deadline for submission of tenders: | 06 September 2017 (not later than 17.00 hrs CET). |
| Clarification | Clarifications may be requested not later than 5 weekdays before the end of the tender period  
By registered mail: to the Contracting entity address  
By e-mail: peci@energy-community.org |
| Address for submission of tenders | Energy Community Secretariat, Am Hof 4, 5th floor,  
A-1010 Vienna, Austria |
| Applicable law | Austrian Federal Public Procurement Law  
| Bid validity | Until 29 September, 2017 |
| Contract award criteria | The contract is awarded to the most technically and economically advantageous tender |
| Language regime | All offers, annexes, declarations, deliverables etc. as well as any communication throughout the whole procedure and the performance of the contract must be in English. |
| Currency | The single currency for price conversions is: EUR |
| Latest date for contract awarding: | 29 September, 2017 |
| Expected date for commencement of service: | 2 October, 2017 |
Section 1. Call for Tenders

1. The Energy Community Secretariat (hereinafter referred to as: the Secretariat) intends to commission an assignment: “Technical support to the Energy Community and its Secretariat to assess the candidate Projects of Energy Community Interest and candidate Projects of Mutual Interest in electricity, gas and oil infrastructure, hydro pump storage and smart grids deployment, in line with the adopted/adapted EU Regulation 347/2013”, (hereinafter referred to as: “Technical support to the Energy Community”).

2. A consultant engaged to carry out the “Technical support to the Energy Community” will be selected in an Open Procedure as detailed in the Section 3 of these Tender Documents.

3. 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.

4. All eligible bidders are invited to submit their proposal following the instructions in these Tender Documents, by mail, by courier or by delivery in person not later than Wednesday, 06 September 2017 before 17:00 hrs CET to the following address: Energy Community Secretariat, Am Hof 4, 5th floor, A-1010 Vienna.

Janez Kopač
Director
Energy Community Secretariat
Section 2. Service Specification

Technical support to the Energy Community and its Secretariat to assess the candidate Projects of Energy Community Interest and candidate Projects of Mutual Interest in electricity, gas and oil infrastructure, hydro pump storage and smart grids deployment, in line with the EU Regulation 347/2013.

Introduction

On 16 October 2015, the Energy Community adopted the Regulation of the European Parliament and of the Council on guidelines for trans-European energy infrastructure, 347/EU/2013, with certain adaptations (hereinafter referred to as the Regulation).1

The scope of the adapted Regulation is applicable to the Energy Community Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo*, former Yugoslav Republic of Macedonia, Montenegro, Moldova, Serbia Ukraine and Georgia.

The purpose of this Regulation is to streamline the permitting procedure and facilitate investments in the energy infrastructure in order to achieve the Energy Community's energy and environment policy objectives.

The Regulation as adapted for the Energy Community establishes rules for identifying projects of Energy Community significance, called Projects of Energy Community Interest (PECIs) and Projects of Mutual Interest (PMIs). These projects will benefit from streamlined permitting procedures within Contracting Parties, and where applicable from cross-border cost allocation. PECIs and PMIs may also be eligible for the EU technical and financial assistance from the Instrument for Pre-Accession Assistance (IPA) the Neighbourhood Investment Facility (NIF) or the Western Balkan Investment Framework (WBIF). This Regulation addresses the identification of PECIs and PMIs within the categories of electricity gas and oil infrastructure, as well as the thematic area 'smart grid deployment'.

The Regulation establishes two Groups (hereafter named “Groups”) based on the two categories, as set in Annex II.1, and each of the Groups will draw up its draft preliminary lists according to the process set out in Annex II.2. Subsequently, an Energy Community-wide PECI and PMI lists shall be adopted before 31 December 2018.

For the second list under the Regulation, the two Groups will be assisted in the assessment of the PECI and PMI candidates by a Consultant, selected by the Energy Community Secretariat. In order to be able to draw up the preliminary PECI and PMI lists, the Consultant will apply a methodology to analyse the impact of candidate projects. The Criteria for PECIs and PMIs are those listed in Article 4 of the Regulation. Those PECI and PMI candidate projects in electricity and gas infrastructure will be preferably on the latest available Ten Year Network Development Plans of the European Network of Transmission System Operators for Electricity and Gas respectively (ENTSO-E and ENTSOG to the extent that the Contracting Parties are members of these two organizations or are represented in the 10-year network development plan (TYNDP). Project promoters will be invited to propose the candidate PECI and PMIs during the data collection process, organized and made public by the Energy Community Secretariat.

Project promoters will have the possibility to submit their projects without any restrictions as long as they comply with the project categories as defined in the Regulation, and these will be assessed with the methodology proposed.

1 https://www.energy-community.org/dam/jcr:3ba4c9f8-db3d-4e8d-8baa-1c1619a4961c/Decision_2015_09_MC_INF.pdf
2 * Throughout the entire document, this designation is without prejudice to positions on status, and is in line with UNSCR 1244 and ICJ Opinion on the Kosovo declaration of independence.
The Consultant shall use a combined, project-specific cost-benefit and multi-criteria analysis, with similar indicators used for the assessment of EU Projects of Common Interest (PCIs), where applicable. For the Cost benefit analysis of each project, the methodologies and Ten Year Network Development Plans developed by the ENTSO-E and ENTSOG will be the basis for the calculations, to the extent these are applicable to each Contracting Party.

PECIs and PMIs proposed for adoption in the final Energy Community–wide list will be chosen from those that will bring the largest economic benefits for the Energy Community. The information on projects will be collected by the Consultant and checked by the Energy Community Secretariat. Data collection will take place through separate questionnaires for electricity infrastructure, hydro pump storage, gas pipeline, LNG terminal, underground gas storage and oil pipeline infrastructure projects, as well as smart grid projects, developed by the Consultant and checked by the Secretariat, based on existing forms provided by the Secretariat.

In line with the EU Regulation adopted by the Ministerial Council, when the project directly crosses the border of one or more Contracting Parties and one or more Member States, in order to be considered to be a project of Energy Community Interest, it shall be first granted a status of Project of Common Interest (PCI) within the European Union.

The Consultant may use already developed market model for the evaluation of electricity and gas projects, in order to assess the projects proposed by the stakeholders, and present these to the two Groups.

For electricity projects, the consultant shall incorporate the results of projects assessment done by ENTSO-E for countries represented in ENTSO-E TYNDP related work, and using the latest published ENTSO-E Cost Benefit Analysis (CBA) methodology. For projects submitted by project promoters from Contracting Parties not represented in ENTSO-E’s TYNDP project assessments, the consultant shall use the network models from South East Cooperation Initiative (SECI) or Black Sea Regional Transmission System Planning Project (BSTP) and perform the necessary project assessments following the latest published ENTSO-E CBA methodology. Incorporating these results from the above mentioned analysis, shall be done in a manner that enables result comparison between individual projects. Utilization of the network results, will be subject to availability of data, which will be facilitated by the Secretariat.

Objectives and Tasks

Objective

The objective of the task is to increase the security of supply, competition, market integration and sustainability of the gas and electricity infrastructure and markets of the Contracting Parties, in line with the Regulation, by identifying priority infrastructure projects.

The Regulation (EU) 347/2013 as adopted by Ministerial Council3 Decision envisages, among others, the procedure for assessing and selecting Projects of Energy Community Interest and Projects of Mutual Interest. The Consultant will assist the Energy Community Secretariat, and the two Groups as defined in the Regulation to implement the procedure and achieve the scope of this assignment, namely to propose a list of Projects of Energy Community Interest and Projects of Mutual Interest to the Ministerial Council for adoption in 2018. This exercise is similar to that undertaken by the European Commission in relation to the identification of Projects of Common Interest (PCI) under the Regulation 347/2013 on Guidelines for Trans-European energy infrastructure, and therefore the methodology used, shall take into account to the extent possible, the latest one in the European Union.

The Consultant’s tasks and deliverables to be provided are as follows:

3 Ministerial Council is the decision making body under the Treaty establishing the Energy Community. Ref. to MC conclusion
**Task 1.** Prepare the questionnaires for project-specific and country-specific data collection for the submission of the candidate PECI and PMIs, in cooperation with the Secretariat, no later than 15 calendar days, after signature of the contract;

**Task 2.** Verify the accuracy and completeness of information supplied by project promoters in their submissions and in cooperation with the Secretariat, request additional information or clarifications where needed, in order to perform the assessment. The Consultant shall screen the submissions for eligibility, based on the criteria set in the adapted/adopted Regulation 347/2013;

**Task 3.** Develop, or preferably adapt an existing market model for the socio-economic assessment of electricity and gas projects for the Energy Community Contracting Parties and neighboring EU Member States and Turkey based on the provisions of the adapted/adopted Regulation 347/2013, and using as basis the scenarios proposed in the ENTSO-E and ENTSOG cost benefit analysis methodologies. When preparing the model for project assessment, the Consultant shall further take into account feedbacks from the Secretariat and the Groups, as well as project and country data submitted by project promoters.

**Task 4.** Utilize existing network modelling data of electricity projects from ENTSO-E or South East Cooperation Initiative (SECI) or Black Sea Regional Transmission System Planning Project (BSTP) simulations (subject to availability of these results) and incorporate them in the project assessment in a way that enables results comparison regardless of the source of the data.

**Task 5.** Develop, or adapt an existing multi-criteria methodology, based on the provisions of the Regulation and based on the ones used for the PCIs, and present this to the two Groups responsible for the preliminary lists of PECIs and PMIs. The Consultant will assess the eligible PECI and PMIs candidates by using the multi-criteria methodology. The multi-criteria assessment shall incorporate the results of the socio-economic assessment (market modelling), results of other, non-monetized indicators in line with the Regulation and the network modelling data in case of electricity projects, and shall finally result in a project ranking by project category (electricity and gas)\(^4\), for presentation to the Secretariat and the two Groups.

**Task 6.** The Consultant shall propose a methodology for the evaluation of projects in oil infrastructure and in smart grids area for the Groups' consent, and shall conduct the assessment of the candidate projects based on this methodology, once approved by the Groups and the Secretariat.

The Consultant shall take full advantage of any market analysis or other studies in electricity, gas, and oil that can provide valuable information for the scope of this assignment. A non-exhaustive list is provided bellow. In performing his/her tasks, the Consultant will keep in mind, that the nomination of PECI and PMIs shall be conducted to the extent possible similar to the methodologies and processes used when selecting EU Projects of Common Interest.

**Scope, working method and approach**

The geographical scope of the assistance extends to Albania, Bosnia and Herzegovina, former Yugoslav Republic of Macedonia, Kosovo*, Moldova, Montenegro, Serbia, Ukraine and Georgia. Nevertheless, projects may be also proposed to include EU Member States (MS) in case of interconnections between a Contracting Party and an EU MS. Due to this, the consultant shall be able to provide an analysis of projects from the Contracting Parties and at least their direct neighbors, except for Georgia’s, as follows: Russia, Armenia and Azerbaijan can be exogenous to the analysis, but Turkey shall be included.

The two Groups identified in Article 3 of the Regulation will meet regularly during Q4 of 2017, and in the first semester of 2018. The Consultant will participate in these meetings, based on the invitation by

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\(^4\) In case the Groups decide that the number and/or the complexity of submitted projects require such an analysis
the Secretariat, and report on its activities as well as will provide information to the members of the Groups and will receive feedback on his/her proposals. The collection of missing project data shall be organized by the Consultant in cooperation with the Secretariat outside the Group’s meetings on bilateral basis with project promoters.

Meetings

The tasks will be performed at the Consultant's premises. However, consultation meetings between the Consultant and the Energy Community Secretariat will be held at the Secretariat's premises in Vienna, whenever needed, but no more than three during the time of the contract. Meetings with the Groups, estimated at a total of maximum 8 during the contract period will take place in Vienna. Meetings of the Groups (electricity and gas) will be held to the extent possible, back to back with each other, to minimize the costs.

Reporting and deliverables

Inception Report

The Contractor shall submit the Inception report 35 calendar days after the signature of the contract. The report shall include the description of the methodology (market model, application of network assessment results, and multi-criteria analysis), a detailed work plan and the template questionnaires for electricity, gas and oil infrastructure, as well as for smart grids. The Consultant will present the Inception Report to the Groups and collect their feedback on the proposed methodology.

Interim Report

The draft interim report, to be submitted at the latest 95 days after the signature of the Contract shall include:

The list of the projects submitted in all categories, the eligibility check results, the description of the final methodology, incorporating the comments received to the Inception Report as agreed with the Groups. The Secretariat will approve, comment or reject the report in 20 calendar days from reception. If applicable, within 20 calendar days of receiving the Secretariat’s observations, the Consultant shall supplement the Interim Report, submit a new report or submit additional information based on the comments of the Secretariat.

Final Report

The Consultant shall submit a draft final report to the Secretariat, at latest 220 calendar days after the signature of the contract (by 3 May, 2018).

The Secretariat will have 45 days from receipt to approve or reject the draft final report. If additional information or a new final report is needed, the Consultant shall have 20 days to submit it. The Final Report shall include: the summary of the methodology and socio-economic models (market models) applied, the list of projects assessed, the project-specific analysis of each analyzed project, the list of projects not found eligible; the input data used for analysis for each project and for each country will be specified in an Annex.

The Final Report shall also be prepared in a publicly available version based on the guidance of the Secretariat.

A report on the activities executed by the Consultant shall also be submitted to the Secretariat within 10 days after the end of performance of the services. The report should have 3 pages maximum. It
shall contain details of the services provided, actual input of the experts and difficulties met during the execution of the tasks, if any.

Report format and publication
2 copies of the reports shall be supplied in paper form and one copy in electronic form, in MS Word (.docx file format).

Organization and timetable
The proposal should also present the team with description of roles of each team member and identify the main contact person for the assistance contract. The team should include at least one senior power system engineer, senior experts in gas, and respectively oil matters and at least one economist and one socio-economic modelling expert (can be the same person).

For the purposes of this procurement, a senior expert shall have at least Master Degree Academic level or equivalent in a field relevant to the assignment; after having obtained the diploma, the Senior Expert must have at least 9 years of appropriate professional experience.

Commissioning body and user(s) of the technical support results
The Secretariat may publish the results of this technical support. For this purpose, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights are expected from the third party. Should the Consultant intend to use the technical support data, which cannot be published, this must be explicitly mentioned in the offer.

Indicative and non-exhaustive list of network, market and other relevant studies concerning electricity and gas in the Energy Community

1. Study on the Cross-border gas market integration in the Energy Community
2. South East Europe Gas to Power Consortium Study
3. Regional Investment Plan for CSE RG (ENTSO-E)
4. Preliminary network analysis CSE RG (ENTSO-E)
5. Sensitivity analysis CSE R (ENTSO-E)
6. Electricity market development till 2050 (study done by SECI TSP)
7. Gas market designs in the Energy Community
8. ENTSO-E and ENTSOG TYNDPs, especially the latest versions
9. Approved Cost Benefit Analysis Methodologies of the ENTSOs
10. Final report on Assessment of the candidate Projects of Energy Community Interest (PECI) and Projects for Mutual Interest (PMI) – REKK, DNV GL from the 2016 PECI/PMI selection
11. IEA World Energy Outlooks
12. BP Statistical Review of World Energy
13. Other relevant documents

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5 e.g.: [https://www.energy-community.org/implementation/FYR_Macedonia/Gas.html](https://www.energy-community.org/implementation/FYR_Macedonia/Gas.html)
7 [http://tyndp.entsoe.eu/](http://tyndp.entsoe.eu/)
10 [https://www.energy-community.org/dam/jcr:4ce8fa43-94f4-4559-aa3b-8e1c67591294/REKK_2016_Assessment_PECI_PMI.pdf](https://www.energy-community.org/dam/jcr:4ce8fa43-94f4-4559-aa3b-8e1c67591294/REKK_2016_Assessment_PECI_PMI.pdf)
Section 3. Instructions to Bidders

3.1. CONTRACTING AUTHORITY

The Contracting Authority is the

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

3.2. CONTACT DETAILS

For all submissions, clarification requests and additional information please send an email to the following email address:

peci@energy-community.org

Any inquiries and requests concerning these bidding documents and the procedure shall be sent by email, in English to the Secretariat with the e-mail title: Technical Support for PECI and PMI selection

Inquiries and requests shall be made in due time, the latest 5 weekdays before the end of the tender period.

All answers, along with the respective queries, not identifying the enquirer will be made available on the Energy Community’s website (www.energy-community.org).

3.3. APPLICABLE LAW

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

The procedure takes place below the threshold for public procurements.\(^9\)

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 Austrian Public Procurement Law).

Following publication of the service procurement notice, interested companies are invited to download the present tender documents and to submit their offers by mail or courier or personal delivery (no faxes or electronic mail) by 06 September 2017 (not later than 17.00 hrs CET).

The risk of timely submission is with the bidders. Tenders arriving at the ECS after 17:00, 06 September 2017 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 or personal delivery to the Energy Community Secretariat to the address given above. Submissions shall be made in a closed and sealed envelope bearing the following readable reference: “Technical support to the Energy Community” and the remark “Do not open without explicit authorisation”.

The opening of the tenders\(^{10}\) will take place on 07 September, 2017 at 10.30 a.m. at the premises of the ECS, Am Hof 4, 5th floor, A-1010 Vienna. The bidders are entitled to be present at the opening. Upon evaluation of the tenders by the ECS and the eventual elimination of tenders not fulfilling the eligibility criteria laid down by the law,\(^{11}\) the ECS will select the successful bid based on the predetermined selection and award criteria. The ECS will notify the result to the bidders by electronic mails by latest 18 September, 2017.

The contract will be awarded only to one bidder/one bidding consortium. The contract shall be signed not later than 29 September 2017.

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 its participation as sub-contractor in more than one tender.

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

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

Alternative\(^{12}\) and modification\(^{13}\) of the bids are not permitted.

3.6. BINDING DECLARATIONS BY BIDDERS

By submitting a tender, the bidder declares that he/she is fully aware of the content of the present tender documents including the service specifications for the Assistance, that he/she is authorized to prepare the study tendered, that he/she offers to prepare the study tendered at the conditions laid down in the tender documents including the service specifications, and at the price offered, and that he/she will be bound by his/her offer after the expiry of the deadline for submission of tenders until the expiry of the deadline for contract awarding, i.e. until 29 September, 2017.

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;

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\(^{10}\) § 118(1) of the Public Procurement Law.

\(^{11}\) § 129 of the Public Procurement Law.

\(^{12}\) § 81 of the Public Procurement Law.

\(^{13}\) § 82 of the Public Procurement Law
that he/she has the economic, financial and technical ability to prepare the study and deliver the results in accordance with these tender documents.

3.7. CONTENT AND FORMAT OF TENDERS

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

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

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

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

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

- Name of the bidder, seat and address;14 (see the attached Standard Forms for details)
- Duly authorized contact person(s)15 together with telephone number and email address; (in accordance with template in the Bidder Identity Form)
- Evidence for the bidder’s suitability in form of :
  - Recent extract from the professional and trade registers in the country of origin not older than three months;16
  - Evidence for the authorization to provide the services requested in the country of origin;17
  - 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;18
  - 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;19
  - 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.20
- Declaration of the bidder assuring the completeness of his/her tender;
- Date and legally valid signature.

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14 Any change in address shall be disclosed immediately to the ECS.
15 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.
16 To the extent such registration is required by the country of origin. In the case that this is not required in the country of origin, this should be stated explicitly in a letter duly signed by the Consultant and attached to the Consultant’s offer.
17 To the extent such authorization is required by the country of origin. In the case that this is not required in the country of origin, this should be stated explicitly in a letter duly signed by the Consultant and attached to the Consultant’s offer.
18 § 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.
19 § 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.
20 § 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,

- A brief description of the Bidder’s organization
- An outline of recent experience of the Bidder (last 5 years) and, in the case of consortia, for each partner, of 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.
- A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the work schedule, which will show in the form of a bar chart the timing proposed for each activity.
- The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- CVs of the professional staff signed by the staff themselves and by the authorized representative of the Bidder;
- Estimates of the staff input (professional and support staff) needed to carry out the assignment. The staff-man 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\(^2\), 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.\(^2\)\(^3\)

3.8. ESTIMATE OF THE AMOUNT OF WORK INVOLVED

The total value for this study has been estimated at 170 man days.

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:

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.

\(^2\) VAT listed separately.
\(^2\) The detailed price calculation shall include the man-hours allocated the hourly rates of the staff used, as well as on other expenses. Costs for business trips foreseen shall also indicate any daily allowances to be paid.
\(^3\) Errors in the calculation shall not lead to the exclusion of the tender
Section 3. Instruction to Bidders

Financial evaluation shall not commence before the technical evaluation is concluded and approved by the Director of the ECS.

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

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

b. Evaluation of technical proposals

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

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

Points

(i) Specific experience of the Consultants relevant to the assignment: [0 - 20]

This criterion shall give merits to bidders with experience in EU electricity and gas modelling, and assessment of large energy infrastructure investments; experience in the region of operations of the Energy Community will be considered an asset.

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

<table>
<thead>
<tr>
<th>Sub-criterion</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Technical approach and methodology</td>
<td>[0-30]</td>
</tr>
<tr>
<td>b) Work plan</td>
<td>[0-10]</td>
</tr>
<tr>
<td>c) Organization and staffing</td>
<td>[0-10]</td>
</tr>
</tbody>
</table>

Total points for criterion (ii): [0- 50]

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

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

<table>
<thead>
<tr>
<th>Sub-criterion</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Team Leader</td>
<td>[0-15]</td>
</tr>
<tr>
<td>b) Other key staff cumulatively</td>
<td>[0-15]</td>
</tr>
</tbody>
</table>

Total points for criterion (iii): [0 - 30]

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

1) General qualifications [up to 20]
2) Adequacy for the assignment [up to 55]
3) Experience in the Energy Community region [up to 25]

Maximum points for all three criteria: 100 Points

Only offers receiving more than 70 points and more than 60% of points in each criterion will be accepted for further evaluation. Offers not fulfilling these conditions will be rejected at this stage.
c. Evaluation of financial proposals

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

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

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

The formula for determining the financial scores is the following:

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

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 (\( S_f \)) are:

\[ w(St) = 0.8 \text{ and } w(Sf) = 0.2 \]

3.10. CONFIDENTIALITY DURING THE PROCUREMENT PROCEDURE

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

3.11. COSTS INCURRED FOR BIDDING

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

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

**Subject-matter**

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

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

The all-inclusive price for the final study shall be quoted in EUR exclusive of VAT.

**Quality of services**

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

**Representation**

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

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

**Place of delivery**

Place of delivery is the seat of the Energy Community Secretariat, Am Hof 4, 5th floor, 1010 Vienna, Austria, unless otherwise agreed by the parties in writing. Upon prior information of the consultant by the ECS, meetings and presentations may take place at another location as determined by the ECS.

**Language regime**

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

**Information requirements**

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

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

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

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

**Guidance by the ECS**

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

**Staff of the Consultant**

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

**Labour law standards**

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

**Further responsibilities of the Consultant**

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

**General terms and conditions**

General terms and conditions of the Consultant shall not apply to the Contract.

**Subcontracting**

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

**Payment**

Payment of the price agreed shall be made in three instalments namely 20% within two weeks following the acceptance by the ECS of the Inception Report, 30% following the acceptance of the Interim Report and 50% following the acceptance of the Final Report.

Payment shall be made through bank transfers to a bank account as indicated by the consultant. Payments require a request for payment issued by the consultant.

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

**Acceptance requirement and delay**

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

In case the Consultant does not comply with the accepted timeframe, and due to its own organisational causes, the ECS may unilaterally reduce the overall contact value by 3 % for each beginning week of a delay.

**Ownership and intellectual property rights**

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

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

The Consultant shall ensure that the deliverables under the Contract are free from any rights of or obligations towards third parties or otherwise be liable for compensation.
The Consultant irrevocably assigns to ECS all right and title and interest in and to all inventions and discoveries and all other work product of any nature, whether or not copyrightable, made, conceived, authored or acquired by the consultant in the course of performing the services subject to the Contract, and all tangible embodiments of the foregoing, all patents, copyrights, trademarks, trade secrets and all other intellectual property rights and all ownership rights therein. This does not apply to the source code of the socio-economic (market) modelling tool used for the assessment itself.

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

**Liability and termination**

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

ECS shall be liable for any breaching of or defaulting in the performance of this Contract only in case of gross negligence or intention.

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

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

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

**Assignment of claims**

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

**Offset**

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

**Confidentiality**

The Consultant shall not disclose to third parties without prior written consent any information on the project in whole or in parts. The Consultant shall not disclose to third parties without prior written consent any information of non-public nature they obtained from ECS or came across in the course of performing the services under the contract. The Consultant will sign a project data confidentiality agreement with the Secretariat.

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

Additional legal commitments regarding data protection and secrecy remain unaffected.

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

The Consultant shall not use the name of the Energy Community or Energy Community Secretariat in any commercial advertisement or other promotional material, unless permitted by ECS in writing.
**Applicable law and jurisdiction**

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

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

**Severability**

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

**Modification of the Contract**

This Contract, including its annex as an integral part of the Contract, constitutes the sole agreement of the parties. The Contract may not be amended other than in writing and duly signed by both parties.
ANNEX 1 - Bidder Identity Form

<table>
<thead>
<tr>
<th>Project Coordinator:</th>
<th>Energy Community Secretariat</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject of Tender:</strong></td>
<td>Technical support to the Energy Community and its Secretariat to assess the candidate Projects of Energy Community Interest and candidate Projects of Mutual Interest in electricity, gas and oil infrastructure, hydro pump storage and smart grids deployment, in line with the adapted/adopted EU Regulation 347/2013 as adopted by the Ministerial Council Decision 2016/11/MC-EnC.</td>
</tr>
</tbody>
</table>

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

| Name of a member of consortia or sub-consultant | [Information for each firm within consortia or/and for sub-consultants or title and name of natural person] |
| Address: | |
| Telephone and Fax Number and E-mail Address: | |
| Legal representative | [Only for legal persons: title, name and position of the legal representative of legal person] |
| I, the undersigned, certify that information given in this Tender, related to me or firm represented by me, is correct and that Tender is valid. | |
| Signature(s) in full and initial | |
Section 4. Technical Proposal

Form 4.1: Consultant’s Organization and Experience

**A - Consultant’s Organization**

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

**B - Consultant’s Experience**

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

<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>
<tr>
<td>Name of client:</td>
<td>Approx. value of the services provided by your firm under the contract (in current US$ or Euro):</td>
</tr>
<tr>
<td>Address:</td>
<td>N° of professional staff-months provided by associated Consultants:</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>Completion date (month/year):</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>

---

24 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)
Firm’s Name: ________________________________
Form 4.2: Description of Approach, Methodology and Work Plan for Performing the Assignment

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

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

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

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

c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Form 4.3: Team Composition and Task Assignments

<table>
<thead>
<tr>
<th>Professional Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Staff</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
### Form 4.5: Staff Schedule

<table>
<thead>
<tr>
<th>N°</th>
<th>Name of Staff</th>
<th>Staff input (in the form of a bar chart)</th>
<th>Total staff-days input</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Professional (key staff)**
  - 1
  - 2
  - 3
  - n

- **Support staff**
  - 1
  - 2
  - n

1. Staff schedule form is tentative and Bidder may adjust it to reflect the milestones in his work schedule.
2. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.
4. Insert the number of working days in each week of assignment, bearing in mind days and staff with full time input and with part time input.
**Form 4.6: Work Schedule**

<table>
<thead>
<tr>
<th>N°</th>
<th>Activity¹</th>
<th>weeks²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 ... n</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as ECS approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

3. Weeks will be numbered starting from the referent date of contract signature, counting from Monday of that week as 1st week.
Section 5 – Financial Proposal

Section 5. Financial Proposal - Submission Form

[Location, Date]

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

Dear Sirs:

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

Our attached Financial Proposal is for the sum of

[Insert amount(s)]

Insert amount(s) in words

This amount is exclusive of the VAT; the VAT amount shall be indicated separately, as follows: [Insert VAT amount].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal, i.e. until 29 September, 2017

Authorized Signature [In full and initials]: _________________________________

Name and Title of Signatory: _____________________________________________

Name of Firm: __________________________________________________________

Address: ________________________________________________________________

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

<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><strong>Activity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal of Study related costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Activity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Costs³</strong></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 5.2: Breakdown of Costs by Activity

<table>
<thead>
<tr>
<th>Group of Activities (Phase):</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost component</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Calculations</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Other Allowances</td>
<td></td>
</tr>
<tr>
<td>Transportation Costs</td>
<td></td>
</tr>
<tr>
<td>Other Reimbursable Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
</tr>
</tbody>
</table>

1 Form 5.2 shall be filled per each activity and for the whole assignment. For each currency, the sum of the relevant Subtotals of all listed activities must coincide with the Total Costs of Financial Proposal indicated in Submission form with subtotals for preparation of reports.

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

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

4 For calculation of separate payments in currencies other than EUR, or to calculate sum based on unit prices, to correspond to information given in the Form 5.4.

5 Remuneration and Reimbursable Expenses must respectively coincide with relevant amounts in the forms 5.3 and 5.4 and with Total Costs in submission Form.
Form 5.3: Breakdown of Remuneration

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

<table>
<thead>
<tr>
<th>Name²</th>
<th>Position³</th>
<th>Staff-month Rate⁴</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Staff</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Home)</td>
<td></td>
</tr>
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<td>(Field)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support Staff</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Home)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Field)</td>
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</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-month rate and currency for home and field work.
Form 5.4: Breakdown of Reimbursable Expenses

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

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</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>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>International flights(^3)</td>
<td>Trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Communication costs</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Drafting, reproduction of reports</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Equipment, instruments, materials, supplies, etc.</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Subcontracts</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Local transportation costs</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Office rent, clerical assistance</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Other (specify)(^4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</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 unit cost and currency.
3. Indicate route of flights.
4. Add new lines for each type of costs.