# Appendix No 5 - Technical offer

By ……………………………..……………………………………………………………………………………………..……………………,

*(name of the Participant)*

seat and registered address ……………..………………………………………………………..…………………………………,

*(city, village and address)*

[BULSTAT/UIC/PIN/number of registration and/ or another identifying information in accordance with the las of the country where the Participant is established][[1]](#footnote-1): ……………………………………… - Participant in an open procedure for award of a public procurement with a subject matter:

**„SELECTION OF OWNER’S ENGINEER FOR THE GREECE-BULGARIA NATURAL GAS INTERCONNECTOR PROJECT (IGB)“,**

represented by ………………………………………………………………………………………..……………………,

*(name surname and family name)*

Personal Identity Number…………………….., personal ID card No …………………, issued on ………… by the Ministry of Interior - …………………………….………[[2]](#footnote-2), in his/her capacity of …………………………..…[[3]](#footnote-3) of the Participant

**DEAR LADIES AND GENTLEMEN,**

1. We hereby present our offer for implementation of services for Owner’s Engineer for the Project “Gas Pipeline Interconnector Greece – Bulgaria”
2. We hereby declare that we are fully acquainted with the procurement conditions and we accept them without any objections.
3. We declare that the validity of our offer shall be ………………………………. as of the deadline for submission of offers as indicated in the Public Procurement Documentation and we do not object to extend the validity of the offer in case it is required by the Contracting entity. We are aware that in case we are not able to provide such extension our offer will be removed from further participation in the procurement procedure.
4. By the preparation of the Offer the obligations concerning tax and social security contributions, environmental protection, employment protection and work conditions were fulfilled.
5. We are aware with the content of the draft contract (template – Appendix No… 9) regarding public procurement with subject matter: **"SELECTION OF OWNER’S ENGINEER FOR THE GREECE-BULGARIA NATURAL GAS INTERCONNECTOR PROJECT (IGB)**“,**”** and I/we agree to all conditions in it.
6. [[4]](#footnote-4). The information in ……………………..…………… (*specific part/s of the Offer shall be indicated*) shall be deemed confidential[[5]](#footnote-5) since it contains trade secret of the Participant. We do not want the mentioned information to be disclosed by the Contracting entity except for the cases provided for by law.

We hereby present our offer for implementation of the activities within the scope of the Public procurement. We offer to perform the activities, subject to the Public procurement, in accordance with the requirements of the Contracting entity, as follows:

**1. Services during tendering phase of the Project, before start of construction - Phase 1**

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*- Getting acquainted with the procurement documentations;*

*- Getting acquainted with the technical documentations – FEED and Technical design;*

*- Assistance to the Contracting entity during the procurement process, including in the event of an appeal;*

*- Other, at the discretion of the Participant.*

*1.1. Approach for performance of the activities - tasks, steps, their sequence and the coordination between them;*

*1.2. Risks and mitigation measures;*

*1.3. Logistics;*

*1.4. Organization of personnel[[6]](#footnote-6) – allocation of functions and distribution of tasks.*

**2. Services during Construction phase of the Project - Phase 2**

**2.1. Project Management Services**

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*This part of the Оffer should contain a description of:*

*- Project Setup Services;*

*- Health, Security, Safety and Environment Services (HSSE);*

*- Quality Management Services;*

*- Commercial Management Services;*

*- Progress Monitoring and Reporting;*

*- Interface Management;*

*- Planning and Scheduling;*

*- Cost Estimating, Benchmarking and Monitoring;*

*- Communication Management and Document Control;*

*- Project Risk Management;*

*- Management of Change;*

*- Procurement Supervision;*

*- Contract Administration Services;*

*- Representation of the Contracting entity;*

*- Other, at the discretion of the Participant.*

*2.1.1. Approach for performance of the activities - tasks, steps, their sequence and the coordination between them;*

*2.1.2. Risks and mitigation measures;*

*2.1.3. Logistics;*

*2.1.4. Organization of personnel – allocation of functions and distribution of tasks*

**2.2. Engineering Support**

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*The Participant should present its concept of implementation of:*

* *General strategy of handling with technical documentation and communication between parties;*
* *Engineering and Design Supervision during the Detailed Design Phase;*
* *Engineering and Design Supervision during the Procurement Phase of the EPC Contractor;*
* *Engineering and Design Review during the Construction Phase;*
* *Other activities at the discretion of the Participant*

*2.2.1. Approach for performance of the activities - tasks, steps, their sequence and the coordination between them;*

*2.2.2. Risks and mitigation measures;*

*2.2.3. Logistics;*

*2.2.4. Organization of personnel – allocation of functions and distribution of tasks**, including involvement of local engineering design expertise /for both Bulgarian and Greek territory/[[7]](#footnote-7).*

**2.3.**  **Fieldwork Supervision**

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*This part of the Technical offer should contain a description of:*

*- OE’s General Responsibilities during Construction;*

*- HSSE during Construction;*

*- QA/QC during Construction;*

*- Inspections and Testing by Third Party Inspection (TPI) and OE;*

*- Supervision over Construction Permitting, liaison with Construction Supervision, land acquisition / Right of Way activities;*

*- Other activities at the discretion of the Participant.*

*2.3.1. Approach for performance of the activities - tasks, steps, their sequence and the coordination between them;*

*2.3.2. Risks and mitigation measures;*

*2.3.3. Logistics;*

*2.3.4. Organization of personnel – allocation of functions and distribution of tasks, including involvement of experts with local investor’s control expertise /for both Bulgarian and Greek territory/ [[8]](#footnote-8)**.*

**2.4.**  **Commissioning Supervision and close-out activities. Training.**

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*This part of the Technical offer should contain a description of:*

*- Supervision over Pre-commission activities;*

*- Supervision over Commission activities;*

*- Supervisions over training activities conducted by EPC contractor;*

*- Other activities at the discretion of the Participant.*

*2.4.1. Approach for performance of the activities - tasks, steps, their sequence and the coordination between them;*

*2.4.2. Risks and mitigation measures;*

*2.4.3. Logistics;*

*2.4.4. Organization of personnel – allocation of functions and distribution of tasks.*

**2.5. Shop inspection for the line pipes and field inspection on site for the Greek section of IGB**

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*This part of the Technical offer should contain a description of:*

*- Shop inspection for the Line pipes;*

*- Field inspection in the Greek Territory;*

*2.5.1. Approach for performance of the activities - tasks, steps, their sequence and the coordination between them;*

*2.5.2. Risks and mitigation measures;*

*2.5.3. Logistics;*

*2.5.4. Organization of personnel – allocation of functions and distribution of tasks.*

*2.5.5. Description of the approach for providing the TPI services in compliance with requirements of Greek legislation as required in Appendix 2 (Technical specification).*

**3. Organization chart**

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*The Participant shall present organization chart which as a minimum describes in a graphic way allocation of functions and distribution of tasks.*

4. Team for performance of the public procurement. Description of professional competence.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***No*** | ***Position*** | ***Name*** | ***Education***  ***Current place of work [[9]](#footnote-9)*** | ***General experience if requested*** | ***Specific experience*** | ***Evidence for presence of experience*** |
|  | Project manager |  |  |  |  |  |
|  | Quality System Management Manager |  |  |  |  |  |
|  | Health, Safety, Security and Environmental Manager, |  |  |  |  |  |
|  | Head Project Management Services |  |  |  |  |  |
|  | Head Engineering |  |  |  |  |  |
|  | Head of Fieldwork supervision (Field Supervision) |  |  |  |  |  |
|  | Head of QA/QC & Material inspection |  |  |  |  |  |

***Note: The Participant fills in only the reference to the evidence which proves the presence of experience without applying it as the Participant should have upon disposal all reference documents in the light of the authority of the Committee for selection of Participants, consideration and assessment of the offers under art 104, para. 5 of PPA in each moment to verify and to request evidence for the information set forth in the Offers.***

5. We submit as an attachment hereto an indicative linear performance schedule.

|  |  |
| --- | --- |
| Date | …………………./ ……………. / ………… |
| Name and family name | ………………………………………….. |
| Capacity of the representative of the Participant[[10]](#footnote-10) | ………………………………………….. |
| Signature and stamp[[11]](#footnote-11) | ………………………………………….. |

# Appendix 5.1. – Simplified Risk Matrix

**Section A: Pre-completion risks**

| Risk area | Risks (incl. insurability) |
| --- | --- |
| CAPEX /COSTS OVERRUN | 1. Variations of the scope of the works 2. Physical damage during construction or commissioning 3. Loss/damage/delay of goods in transit 4. Unforeseen site or ground conditions, including archaeological finds 5. Technology/design/latent defects of works or materials 6. Construction budget shortfall 7. Costs related to novation/other form transfer for line-pipe; 8. Third party liability 9. Health, safety and environmental damages 10. Delay in delivery of Line Pipe (having cost impact), increase in the price of Line Pipe raw materials and/or Line Pipe transportation costs 11. EU funding not granted or withdrawn; underutilization of available European energy programme for recovery funding 12. Carrier's permits and licenses, including exemption related one (delay in issuance, other conditions/limitations) 13. Land rights issues (delay in acquisition, limitations of rights) |

**Section B: Completion risks**

| Risk area | Risks (incl. insurability) |
| --- | --- |
| COMPLETION AND START UP DELAY | 1. Force Majeure / Extended Force Majeure (FM) |
| 1. lack of performance (including delay in delivery of Line Pipe, delay in interconnection, and permits issue delay in charge of EPC and Line Pipe contractor respectively) |
| 1. main contractors’ insolvency; |
| 1. Unavailability of commissioning gas |
| 1. Due to upstream and/or downstream infrastructure inadequacy or unavailability (including for reasons of FM) |
| 1. Carrier lack of performance (including non-payment) |
| 1. Appeals against the decision on the award of the EPC contract, respectively the Line Pipe contract |
| DELAY IN "ACTIVATION" OF SIGNED CONTRACTS | 1. Advance Payment occurrence 2. Delay in the time schedule due to late commencement of work 3. Price increase 4. Contracts cancellation 5. Reduction in production priority |

1. Only the correct text shall remain. [↑](#footnote-ref-1)
2. If the representative/s of the Participant is/are foreign person/s please indicate individualizing information in accordance with the laws of the country whose citizen is/are the respective person/s. [↑](#footnote-ref-2)
3. When the Participant is represented jointly by more than one person the stated data shall be filled for each one of them. [↑](#footnote-ref-3)
4. To be completed at the discretion of the Participant. [↑](#footnote-ref-4)
5. The Participants may not refer to confidentiality regarding the offers in their Tenders which are subject to assessment. [↑](#footnote-ref-5)
6. Here and in the other parts of the Techncial Offer the personnel for implementation of the procurement shall be described, inlciuding but not limited to the positions within the key team [↑](#footnote-ref-6)
7. In the distribution of functions, one and the same person might combine more than one position. [↑](#footnote-ref-7)
8. In the distribution of functions, one and the same person might combine more than one position. [↑](#footnote-ref-8)
9. The requirements for participation of subcontractors and third parties must be taken into account! [↑](#footnote-ref-9)
10. When the Participant is represented jointly by more than one person the Technical offer shall be signed by each of them indicating the names and capacity of the representatives. [↑](#footnote-ref-10)
11. A stamp is affixed if the Participant has one. [↑](#footnote-ref-11)