



**Approved**  
**Deputy General Manager of Corporate Services**  
**Laura Constantin**

## **TENDER SPECIFICATIONS**

### **1. NAME/TYPE OF THE PURCHASE**

Services for carrying out the analysis and awarding the ESG rating and benchmarking services in the category of electrical utilities.

### **2. OBJECT OF THE PURCHASE**

ESG (Environment, Social, Corporate Governance) analysis services and issuance of the associated rating and benchmarking services with other companies, at international level, that are part of the electric utilities category and issuance of a related report.

### **3. QUANTITY**

The Contractor shall prepare two documents, as follows:

3.1. An ESG rating report, report that will provide the ESG rating as well as its substantiation.

3.2. Benchmarking report, within the category of electric utilities, at international level, including its substantiation.

### **4. TECHNICAL AND PERFORMANCE CHARACTERISTICS**

#### **4.1 General and performance criteria**

The ESG analysis will take into account SN Nuclearelectrica's ESG performance in the following three major areas: environment, social and corporate governance as well as the following performance areas associated with the three major ESG areas: business conduct, human rights, environment, involvement in the community, corporate governance, human resources, risk and opportunity management matrix, carbon footprint and energy transition, sustainable development goods, services and policies, gap management.

The ESG analysis will be based on the data sent by SN Nuclearelectrica SA based on a questionnaire sent by the contractor to the beneficiary, which contains questions related to the major ESG areas and the associated performance areas mentioned above. The ESG analysis will contain the ESG rating.

The benchmarking report will contain a comparative analysis between SNN's performance in terms of ESG and the performance of other companies in the electric utilities category, internationally, with a detailed explanation of the differences and the analytical methodology in the three major areas: environment, social and corporate governance

The benchmarking report will include 10 international organizations from the electric utilities category.



## 4.2 Technical requirements

- A dedicated team of at least 5 ESG experts for the SNN project, of which at least 4 people will be key experts, as specified in point B) below

-The services that will be provided involve data collection activities from SN Nuclearelectrica SA

### (A) Organization

The bidder shall present in his offer the intended organization for the provision of services.

The technical offer must include at least the following information:

- a) the methodology to be applied in the performance of the services;
- b) the personnel involved in the provision of services and personnel organization.

#### a) Methodology:

The proposed methodology for carrying out the activities within the contract must include the presentation of at least the following:

1. Description of the proposed approach for project implementation, the model will use a tested and recognized methodology that demonstrates a very good understanding of the tasks in the specifications
2. The manner in which the organization chart included ensures a hierarchy of responsibilities and provides for the main individual responsibilities.
3. The organization chart should be drawn up so as to illustrate the team coordination and the distribution of tasks between team members. Bidders should describe how human and material resources correlate with the complexity of the proposed activity
4. A description of how the team of experts will liaise with the Purchaser's organization, indicating in particular the methods and tools used to capitalize on the information/knowledge available in the SNN existing documents, and the methods and tools used in the collection of data and information from SNN, as needed given the object of the Tender Specifications.
5. A description of how the team of experts will liaise with the Contractor's organization, indicating in particular the methods and tools used to capitalize on the information/knowledge available in the documents of other similar projects/installations/activities in its international practice, and the methods and tools used to access and use the data and information from other international practices, as needed given the object of the Tender Specifications;

#### b) Organization and personnel

The technical offer shall include at least the following:

- information regarding the structure of the team proposed for the performance of the contract;
- an assurance that the experts will provide the required knowledge and experience to carry out the services in the contract;
- how the purpose of the Tender Specifications is to be achieved (including by involvement of key experts in the coordination of contract activities, in particular the coordination of drafting, reviewing, approving and/or authorizing the documents which are the object of the Tender Specifications, etc.);
- how the Contractor intends to approach and manage its relationship with subcontractors in subcontracted activities (if applicable);
- how resources are to be used;



### **(B) Contractor experts**

The provider shall have a dedicated team of at least 5 ESG experts for the SNN project, of which at least four people will be appointed as key experts for the coordination of document drafting, reviewing, approving and/or authorizing, who shall also sign off the above-mentioned activities.

Key experts shall have knowledge and relevant similar experience at least in the following areas:

- carrying out ESG analyses;
- carrying out ESG benchmarking analyses;
- carrying out ESG benchmarking analyses in the electric utilities category.

Bidders shall submit a statement attesting that services will be provided using personnel according to the requirements below and, within 5 days from signing the contract, it shall submit a list of the names of persons proposed for the provision of services and shall appoint the key experts involved in the performance of the contract and their role in carrying out the contract activities.

For the Key Experts, the Bidder shall enclose each expert's CV, attesting that knowledge, education background and experience requirements, according to the Tender Specifications

Key experts shall meet the following minimum requirements:

#### - Key expert no. 1- ESG researcher

- a) graduate of higher education
- b) has contributed to ESG analyses for at least 3 companies in various industries

#### - Key expert no. 2- ESG analyst

- a) graduate of higher education
- b) has coordinated the ESG analysis for at least two companies in various industries

#### - Key expert no. 3- ESG consultants

- a) graduate of higher education
- b) has contributed to ESG analyses for at least two companies in various industries

#### - Key expert no. 4- ESG analysis coordinator

- a) graduate of higher education in a technical specialization
- b) has coordinated at least 5 ESG analyses for companies in various industries

The Purchaser shall analyse the list of proposed personnel and the enclosed CVs. Services can only be provided with personnel that has been accepted by the Purchaser. For any delays in the contract schedule arising as a result of the Purchaser rejecting the list of proposed personnel, penalties shall be applied according to the services contract to be concluded.

### **5. DELIVERY DEADLINE / PERFORMANCE / EXECUTION TIME**

The estimated duration of the provision of services is of 6 months from the contract signing date.



**6. REQUIREMENTS / PRESCRIPTIONS / STANDARDS / REGULATORY ACTS / OTHER SIMILAR APPLICABLE TO THE OBJECT OF THE PURCHASE**

N/A

**7. ACCOMPANYING DOCUMENTATION**

After signing the contract, SN Nuclearelectrica SA shall provide the Contractor access to the required documents in order to create the report, in compliance with confidentiality rules.

The information in the above documents of the Purchaser are in English and/or Romanian. The Purchaser shall translate the information provided to the Contractor.

**8. INTERFACE DATA**

To be agreed upon signing the contract. The Contractor and the Purchaser shall appoint their contact persons and the succession plan of the persons responsible for all issues in the performance of the contract, who shall ensure the communication between the Contractor and the Purchaser for the entire duration of the contract.

**9. TESTING AND RELIABILITY REQUIREMENTS**

N/A

**10. WARRANTIES**

N/A

**11. 1. QUALITY ASSURANCE REQUIREMENTS**

N/A

**11.2. CYBERSECURITY REQUIREMENTS**

N/A

**12. MANDATORY REGULATIONS IN AREAS SUCH AS ENVIRONMENTAL, SOCIAL, LABOUR RELATIONS, OCCUPATIONAL HEALTH AND SAFETY AND FIRE PREVENTION TO BE OBSERVED DURING THE EXECUTION OF THE SECTORAL PROCUREMENT AGREEMENT**

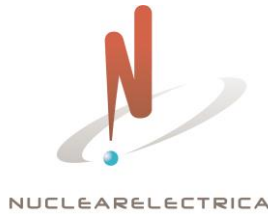
N/A

**13. ACCESS CONDITIONS**

Access to SN Nuclearelectrica SA and/or branches will be carried out in full compliance with the access rules of SN Nuclearelectrica SA.

**14. AWARD CRITERIA AND EVALUATION FACTORS USED**

Award criteria: Lowest price



**15. PACKAGING, MARKING, LABELLING, TRANSPORT, STORAGE, HANDLING REQUIREMENTS- N/A**

**16. ACCEPTANCE REQUIREMENTS**

The ESG analysis report, including the corresponding rating, and the benchmarking report will be handed over to the beneficiary, SN Nuclearelectrica SA, within 6 months from the signing of the Contract by the parties, in electronic format, in English, based on a services acceptance protocol. Payment shall be made within 30 calendar days from signing the services acceptance protocol.

**17. LANGUAGE OF THE TENDER DOCUMENTATION, OFFER, AGREEMENT AND RELATED DOCUMENTS**

Romanian / English

Reports shall be delivered in English.

**18. AGREEMENT ADMINISTRATION REQUIREMENTS**

- Virtual working meetings shall be organized on a monthly basis or whenever necessary, to review progress and any issues arising during the performance of the contract.

The presence of the Contractor's and Purchaser's representatives in these meetings shall be mandatory.

- Amendment of proposed personnel

During the performance of the contract, the Contractor is entitled to make changes in the list of key experts approved by the Purchaser for the provision of services only in justified cases.

The Contractor shall obtain the Purchaser's approval for each new person proposed, who shall have at least similar qualifications and experience as the replaced team member, so as to maintain the assessment factor which allowed the contract to be awarded to the Contractor. For this purpose, the Contractor shall submit a written request to the Purchaser, substantiating the need to replace one or several experts from the team. For each new person proposed, the Contractor shall enclose documents of the same type as the ones submitted in the offer for the initially proposed team members.

If the employment of any person on the list of proposed personnel for the provision of the services is terminated - for any reasons - the Contractor shall submit to the Purchaser a replacement proposal, no later than seven business days from the occurrence of the event, without affecting the project schedule. The proposal should comply with the requirements in the paragraph above.

The Purchaser is entitled to reject any proposal of the Contractor, in justified cases or when the proposed replacement does not meet the requirements in these Tender Specifications and/or has less experience than the replaced team member. The Purchaser shall notify the Contractor on the reasons for such rejection.

**19. INSURANCE OF THE PRODUCT OR WORK DURING MANUFACTURE, TRANSPORT OR EXECUTION -N/A**



## **20. CONFIDENTIALITY CLAUSES**

A Confidentiality Agreement will be signed between the parties, to protect unclassified data and information owned by SNN

The Purchaser shall acquire, based on the contract concluded according to the award procedure, after having accepted the services and having paid the contract price, a right of exclusive, worldwide, unlimited and free use of the documents delivered, as well as the following intellectual property rights on the documents (under the same conditions):

rights of reproduction, distribution, rental, lease, public communication of the ESG reports and rating by any means and the right to create other documentation, information/presentations/derivative materials, regardless of medium.

Disclosure by the Contractor of SNN unpublished information related to this contract, which the Contractor acquired in order to access unpublished information related to this services contract, can only be made with the written approval of the owner of such information, i.e. SNN.

The decision to publish the ESG reports and rating is an exclusive right of SNN.

## **21. TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

All SNN branding materials used in the development of the products (logo, other branding elements) shall remain the intellectual property of SNN and cannot be used by the Provider for other customers or disclosed publicly without SNN approval.

Intellectual property rights in the deliverables shall be transferred to the Beneficiary upon signing the acceptance protocol.

## **22. SIGNATURES / ENDORSEMENTS:**

***DRAFTED BY***  
***Valentina Dinu***  
***Head of DCERP***

***ENDORSED***  
***Ludmila Tones***  
***DCRP Director***