



## **CALL FOR TENDERS**

N° FCH / OP / CONTRACT 185

**Concept for an HRS AVAILABILITY SYSTEM**

# **TENDER SPECIFICATIONS**

TYPE OF PROCEDURE: OPEN

REFERENCE NUMBER: FCH JU 2017 D4365

# TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
1. INFORMATION ON TENDERING .....	4
1.1. Participation .....	4
1.2. Contractual conditions.....	4
1.3. Contract Duration.....	4
1.4. Volume of the contract.....	4
1.5. Variants .....	4
1.6. Compliance with applicable law .....	5
1.7. Joint tenders.....	5
1.8. Subcontracting.....	5
1.9. Structure and content of the tender .....	5
1.10. Identification of the tenderer .....	6
2. TECHNICAL SPECIFICATIONS .....	7
2.1. General background and reference documents .....	7
2.2. What does the FCH 2 JU do?.....	9
2.3. Required services .....	9
2.4. Tasks.....	10
2.5. Possible follow-up.....	12
2.6. Deliverables and reporting .....	12
2.7. Cooperation with FCH 2 JU and methodology.....	13
3. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES .....	13
3.1. Final report (publishable).....	13

3.2. Publishable executive summary .....	14
4. EVALUATION AND AWARD .....	14
4.1. Verification of non-exclusion.....	14
4.2. Selection criteria.....	15
4.3. Award criteria.....	18
4.4. Ranking of tenders .....	20
ANNEX 1 :.....	21
DECLARATION ON HONOUR ONEXCLUSION CRITERIA AND SELECTION CRITERIA .....	21
ANNEX 2 : POWER OF ATTORNEY TEMPLATE – FOR JOINT TENDERS .....	26
SIGNATURES .....	28

## 1. INFORMATION ON TENDERING

### 1.1. Participation

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in **Overseas Countries and Territories** (OCT) as listed in the Annex II of the TFEU; and to all natural and legal persons established in Iceland, Norway and Lichtenstein, as per the EEA Agreement<sup>1</sup>.

### 1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft **Direct Service Contract** which specifies the rights and obligations of the contractor, particularly those on **payments, performance of the contract, confidentiality, intellectual property and checks and audits.**

### 1.3. Contract Duration

The service contract resulting from this call for tender will enter into force on the date on which it is signed by the last contracting party.

The service contract will have a maximum duration of 6 months from the date on which it enter into force, and can be extended for an additional period of 2 months via a written agreement.

The service contract must be signed by the contractor first and returned to the contracting authority.

### 1.4. Volume of the contract

The global value of the service contract is estimated to be **no more than EUR 100.000** over the maximum possible duration of 8 months (6 months duration of the contract plus a possibility for extension for an additional period of 2 months through written agreement).

### 1.5. Variants

Variants are not allowed. Tenderers may not submit bids for only part of the services required.

---

<sup>1</sup> Art. 65 of the EEA Agreement, Annex XVI and Art. 7 of Protocol 1 to this Agreement.

## **1.6. Compliance with applicable law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>2</sup>.

## **1.7. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

## **1.8. Subcontracting**

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify all subcontractors whose share of the contract is above 5% and/or whose capacity is necessary to fulfil the selection criteria. Please note that if subcontractors are proposed and identified as requested above, the declaration relating to the exclusion criteria must be provided by each of them.

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting Authority.

## **1.9. Structure and content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 4.1)

Part C: Selection (see section 4.2)

---

<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

## Part D: Technical offer

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

## Part E: Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the FCH 2 JU is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

### **1.10. Identification of the tenderer**

The tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Tenderers that are already registered in the FCH 2 JU's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

## 2. TECHNICAL SPECIFICATIONS

### 2.1. General background and reference documents

Hydrogen-powered vehicles are contributing to reach the emission targets of the Climate Change and of the Energy Union policies. Indeed, Fuel Cell Electric Vehicles – FCEVs - are silent, release only water at the tailpipe, and travel over long distances (500km) with one single 3 to 5 minutes short refuel.

Since 2015, companies such as Toyota, Hyundai, Honda and Symbio have put on the market their FCEVs, respectively Mirai, Clarity, iX35, Hy-Kangoo which can be leased or purchased under commercial conditions. They have announced new FCEVs and new generations of their existing models. Other European car OEMs are developing their own FCEV models and will soon deploy them: Daimler has announced the unveiling of its plug-in hydrogen car in 2017<sup>3</sup>, BMW plans for the commercialisation of its FCEV after 2020 and Audi unveiled its h-tron (FCEV) at the 2016 Detroit Auto Show. According to the International Energy Agency (IEA), by 2020 there will be ~520.000 FCEVs in circulation in the world, of which ~350.000 in Europe<sup>4</sup>.

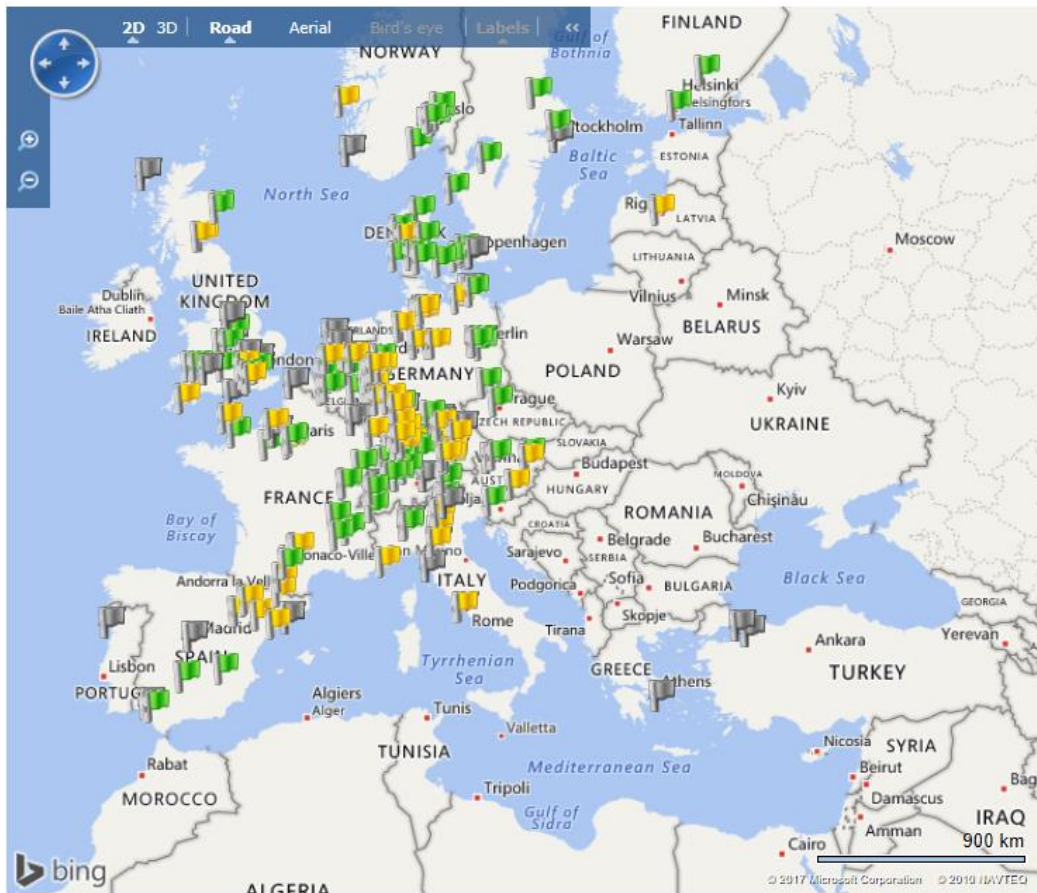
To nurture the use of the FCEVs on European roads and further increase their deployment, the operation of the growing network of Hydrogen Refuelling Stations (HRS) must satisfy the expectations of their existing and future customers.

Existing HRS are often servicing a limited local fleet of FCEVs driven by regular users. Most of the time, these users are registered by the HRS operator, so that in case of confirmed downtimes or planned maintenance operations, the listed HRS users are informed through a SMS-text, a smartphone App, or any other means of communication. In any other case, the assumption per default is that the station is functional with hydrogen available for refuel. This basic information system on the HRS availability is efficient today, but it must be significantly improved to cope with a larger free-moving population of FCEVs users, for which long-distances travels, including trans-national journeys are the norm and refuelling confidence is essential.

---

<sup>3</sup> <https://www.daimler.com/sustainability/product/further-environmental-technologies/hydrogen-council.html>

<sup>4</sup> International Energy Agency (2015), “*Technology Roadmap – Hydrogen and Fuel Cells*”.



Km Miles ■ in operation ■ planned ■ out of operation © Copyright Ludwig-Bölkow-Systemtechnik

**Figure 1: Map of HRS in Europe - March 2017<sup>5</sup>**

There are some examples of initiatives for HRS availability system functional at regional or national scale.

Since 2011, the California Fuel Cell Partnership and the U.S. Department of Energy have supported the project SOSS – Station Operational Status System, which aims at providing reliable and recent HRS data to FCEV customers and station operators. By September 30<sup>th</sup> 2016, 24 HRS in California were using SOSS. The project has developed an App: <http://m.cafcp.org>. SOSS is now in its 4<sup>th</sup> phase of implementation (2017 and beyond) with a focus on real-time reporting and upgrades.

In Germany, HIT (Hydrogen Info Terminal) provides through the combination of hardware and software, the availability of a several HRS at the beginning of 2017. The Clean Energy Partnership (CEP), a joint initiative of the German government and industry, led/managed by the German Ministry of Transport and Industry, with the aim to test the suitability of hydrogen as a fuel<sup>6</sup>, has

<sup>5</sup> Source: [www.H2stations.org](http://www.H2stations.org) by LBST

<sup>6</sup> Source: <https://cleanenergypartnership.de/en/home/> accessed March 2017



re-launched project HIT in 2016 to reduce the costs of investment and operation, and to improve the reliability of data transmission.

NEL Hydrogen Solutions, a company based in Norway<sup>7</sup>, has started to integrate a similar customer service through weblink Uno-X Pay. Currently the system functions for the HRS operated by NEL in Norway and it offers payment services.

Other HRS builders and operators (AirLiquide, McPhy, etc.) have indicated working on similar remote information systems for the availability of their stations.

These systems provide information to the(ir) public according to defined yet varied criteria, different definitions, and diverse purposes. Unfortunately, at this moment there is no central collection of HRS availability data in Europe.

A common HRS availability data system would mean that HRS operators would be in a position to provide reliable and updated info, to reduce downtime for repair and to reduce of maintenance costs. In turn, this would lead to an increase of sales through reduction of downtimes, increase of profitability, transparency towards customers and increase of customer satisfaction.

## **2.2. What does the FCH 2 JU do?**

Since its creation, the FCH 2 JU has supported the deployment of FCEVs and corresponding refuelling infrastructure. Recently started projects H2ME<sup>8</sup> and H2ME 2<sup>9</sup> will quadruple the existing fuel cell fleet in Europe, with a major roll-out of 1.400 of these vehicles to customers in France, Germany, Scandinavia and the UK. These projects, funded by the FCH 2 JU in the framework of H2020<sup>10</sup>, will build 49 HRS in the next 2 years supported by the FCH JU. Other FCH 2 JU funded projects are addressing the main technical hurdles of HRS: compression systems, modular design, safety, footprint, energy consumption, etc. Finally, a study funded by the FCH JU in 2013 provides a roadmap for financing an HRS network in Europe<sup>11</sup>.

## **2.3. Required services**

In order to provide a HRS satisfactory experience for FCEV users, the FCH 2 JU would like to contract the services of one contractor (or several contractors acting together) that will set-up a system for HRS availability in Europe. This system aims at giving access to reliable, up-to-date and standardised data on the HRS status.

The HRS availability system will be implemented in at least all public HRS servicing FCEV that are financially supported by the FCH 2 JU.

The system must be dimensioned to handle data feed from at least 1.000 HRS simultaneously and data usage from 5.000 unique users at any time, by 2020.

---

<sup>7</sup> Source: <http://nelhydrogen.com/about/> accessed March 2017

<sup>8</sup> More information on H2ME is available here: <http://www.fch.europa.eu/project/hydrogen-mobility-europe>

<sup>9</sup> More information on H2ME 2 is available here: <http://www.fch.europa.eu/project/hydrogen-mobility-europe-2>

<sup>10</sup> Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020). More information of H2020 is available here: <https://ec.europa.eu/programmes/horizon2020/en/what-horizon-2020>

<sup>11</sup> The full study report is available here: [http://www.fch.europa.eu/sites/default/files/HRS-finance\\_FinalReport\\_0.pdf](http://www.fch.europa.eu/sites/default/files/HRS-finance_FinalReport_0.pdf)

## **2.4. Tasks**

The contractor shall develop an HRS availability system for the HRS in Europe and demonstrate that system through a proof-of-concept. The installation per se of the HRS availability system and the maintenance is not the subject of this contract, but of a possible follow-up contract that will build on the results of this contract (please refer to section 2.5 for further details).

The development, preparation for roll-out and proof-of-concept shall be divided into the following tasks:

### **a) Task 1: Set-up and maintenance of a HRS data community**

In order to guarantee the adoption of the HRS availability system on a large basis, the contractor shall build a group of relevant stakeholders present at European scale that interact with HRS availability data: HRS providers, HRS operators and maintenance services, FCEV customers (existing and future) and HRS availability data users.

The contractor is responsible for:

- Reaching out to all HRS operators in Europe and show best efforts to secure the adoption of a common HRS availability system for all the HRS in at least Germany, Norway, Denmark, UK, Belgium and France.
- Create and animate a HRS data community notably by organising regular physical meetings throughout the duration of the contract.
- Maintain a registry of any new station adopting the HRS availability system and keep alive a list of actors involved in HRS data use.

### **b) Task 2: Definition of common parameters for HRS availability data**

As the level of understanding and the implications of a HRS availability data system varies considerably from one stakeholder to another, the contractor will develop the definition of common set of parameters for the availability data.

The definition of the common parameters must show consistency with those used under existing initiatives, for example in California or in Germany, so that it allows clear transparency for global FCEV customers. The quality of the data, based on the common parameters, is of paramount importance for the success of the HRS availability system.

The contractor is responsible for:

- Ensuring that the set of parameters gives at minimum a common understanding on: the acquisition points, measured values, units, collection frequency, and accuracy of the measure.
- Defining an HRS availability system that complies with the following requirements for the data of any participating HRS:
  - o Compulsory: provide at a frequency of 5 minutes or less, the status of the various dispensers (various pressure and FCEV type) available according to: Online / Offline / Limited, and in addition any other information relevant for the HRS customers such as planned maintenance and corresponding resuming date, exact location and payment means
  - o Recommended: Give other permanent information on the HRS and at least the, picture, operator, refuelling instructions, opening hours, and contact in case of problems.
  - o Optional: Any other data that are relevant for the overall purpose of the service.

### **c) Task 3: Data collection, storage and access platform**

The objective of the HRS availability system is to ensure that diverse data is efficiently and effectively collected, translated and registered in an open-source language, stored on a secured server, on a platform accessible to third party usage.

The platform must allow access to upload or download data:

- By HRS operator, so that information on the availability of the station (planned maintenance for example) or on any other relevant information (change of contact, opening hours, etc.) can be updated.
- By third party solution providers, for the development and functioning of smartphone Apps, FCEV on-board infotainment screens, satellite navigation, messaging systems, etc.

The contractor is responsible for:

- Designing a flexible platform capable to accept the operating data (availability and maintenance) from the HRS in different data formats and structures (xml, json, etc.), in diverse access directions (push, pull, periodic imports), and in multiple forms (http, ftp, etc.) for the incoming data. In developing such a platform, the contractor must ensure compatibility for the integration with existing solutions such as HIT in Germany, Uno-X Pay in Scandinavia and any other HRS data collection currently under development in Europe.
- Using open-source formats (language and software) for the outgoing data on HRS availability, so that it is usable by the widest community of third party users.
- Ensuring that the data handling from collection to storage and subsequent access from a server is fully secured and follow strict access rights. Access and changes to HRS data must happen in a protected IT environment.
- Informing the third party solution providers about the location of the data.
- Setting-up the platform to allow for the use of its own data by the data owners and provide basic tools (statistics, graphs, visuals, etc.) for added value usage of the data collected, for maintenance or availability monitoring for example.
- Putting in place a system for regular update to allow of timely inclusion of any new HRS that comes online.

### **d) Task 4: Define a business model**

To facilitate the uptake of the HRS availability system in Europe by stakeholders, the FCH 2 JU is considering to provide financial support for its implementation through a follow-up contract. This follow-up contract would have an indicative duration of 12 months. The FCH 2 JU would like to ensure that beyond that period the HRS availability system remains active outside any financial support as well.

For this reason, the contractor is responsible for:

- Delivering a plan on the required financing to put in place the HRS availability system and maintain it for all HRS in Europe.
- Presenting business models for reaching financial self-sustainability of the HRS availability data system. This plan shall discuss the benefits of several financing options

(such paid membership, contribution per HRS or data access, fees for third parties, etc.) allow for implementation at the end of 2018.

## **2.5. Possible follow-up**

Further to the conclusion of the work under this contract, and based on its results, the FCH 2 JU may launch at the end of 2017 / beginning of 2018 a subsequent public procurement procedure for the installation and maintenance of an HRS availability system in Europe.

The contractor shall provide the FCH 2 JU with all the preliminary work mapping of the needs from the HRS community and a common agreement on data parameters, system functionalities and data handling process, to allow for the deployment of the HRS availability system in Europe.

As an indication, the follow-up action may include:

- Primarily accompany and support the development of solutions together with the HRS operator/builder, when a HRS is not equipped for the collection and transmission of data according to the agreed common parameters. Indeed, one of the key aspects of the HRS availability system shall be its flexibility to integrate existing or nascent data streams developed internally by HRS builders/operators. Whenever possible, non-intrusive solutions shall be favoured.
- Secondly, propose the integration of existing data collection solutions (hardware and/or software) and equip the HRS with them, provided that acceptance by the HRS operator is confirmed.
- Keep in operation and supervise the correct functioning of the HRS availability system, including distance and on-site maintenance if needed. The HRS availability system shall be operational at all time.
- Development of an end-user solution (such as App, webpage or weblink).

## **2.6. Deliverables and reporting**

### **2.6.1. Reports**

The contractor shall submit two reports. The reports shall be drafted in English, and submitted in electronic format.

1<sup>st</sup> Interim report is due for 16<sup>th</sup> October 2017. This report shall:

- Review in detail the existing HRS availability systems worldwide and stress their key success factors making rapid deployment of a similar system possible at European scale.
- Analyse the state of progress and technical maturity of similar HRS data systems developed by the HRS manufacturers present in Europe.
- Provide the list of agreed parameters for HRS availability data – see Task 2.
- Update on the activities listed under Task 1.
- Present the first elements of the platform designed under Task 3.
- Deliver the methodology (including a plan on the required financing) to install the HRS availability system and maintain it for all HRS operating in Europe and all HRS that will be in operation until 2020, according to regional, national or European plans – see Task 4.

Final report is due at the end of the contract. This report shall:

- Update on the activities listed under Task 1.
- Deliver the business models for self-financing of the HRS availability system – See Task 4.
- Deliver the platform and additional features for the data collection, storage and access – See Task 3.

The final report shall be publishable and construed as indicated in Section 3 of this document.

### **2.6.2. Demonstration through a proof of concept**

The contractor shall demonstrate the functioning of the HRS availability system through the proof-of-concept on a subset of HRS in Europe at the FCH 2 JU Stakeholder Forum, foreseen in November 2017. The proof-of-concept shall include HRS from at least 4 Member States, built by at least 4 different operators.

### **2.7. Cooperation with FCH 2 JU and methodology**

The contractor shall present a methodology to implement the HRS availability system. The rationale behind the proposed methodology must be duly explained and justified.

The FCH 2 JU will provide the list of the public HRS for FCEVs it has financially supported and their corresponding contact persons.

The FCH 2 JU will facilitate the adhesion of its running projects to this HRS availability system, if necessary by the implementation of amendments to the grant agreements of these projects.

The contractor shall also interact closely with the FCH 2 JU. A regular feedback shall be provided by a monthly telco and meeting in persons, as it will be agreed depending on the necessity.

## **3. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES**

The contractor must deliver the deliverables as indicated below.

### **3.1. Final report (publishable)**

The final study report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, in English;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

*“The information and views set out in this report are those of the author(s) and do not necessarily reflect the official opinion of the FCH 2 JU. The FCH 2 JU does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person*

*acting on the FCH 2 JU's behalf may be held responsible for the use which may be made of the information contained therein."*

### **3.2. Publishable executive summary**

The publishable executive summary must be provided in English and must include:

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

*"The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the FCH 2 JU. The FCH 2 JU does not guarantee the accuracy of the data included in this study. Neither the FCH 2 JU nor any person acting on the FCH 2 JU's behalf may be held responsible for the use which may be made of the information contained therein."*

## **4. EVALUATION AND AWARD**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The tenders will be assessed in the order indicated above. Only tenders meeting the requirements of one step will pass on to the next step.

### **4.1. Verification of non-exclusion**

**All tenderers must provide a declaration on honour (see Annex I), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.**

In case of joint tender, **each member of the group must provide a declaration on honour** signed by an authorised representative.

In case of subcontracting, **all subcontractors whose share of the contract is above 10 % and/or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour** signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The **successful tenderer** must provide the documents mentioned as supporting evidence in the declaration on honour **before signature of the contract** and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose share of the contract is above 10% .

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

## **4.2. Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

### **4.2.1. Declaration and evidence**

The tenderers (and each member of the group in case of joint tender) and subcontractors **whose share of the contract is above 10 %** must provide the declaration on honour (see Annex 1), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually. For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

**This declaration is part of the declaration used for exclusion criteria (see section 4.1) so only one declaration covering both aspects should be provided by each concerned entity.**

The Contracting Authority **will evaluate selection criteria on the basis of the declarations on honour and evidence required in Section 4.2.** Nevertheless, it reserves the right to require

other evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

#### **4.2.2. Legal and regulatory capacity**

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. **The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:**

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

#### **4.2.3. Economic and financial capacity criteria**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- **Criterion F1:** Turnover of the last two financial years above EUR 160,000.00; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.

##### **Evidence to be provided:**

- Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned legal entity;



- Failing that, appropriate statements from banks;

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

#### **4.2.4. Technical and professional capacity criteria and evidence**

##### **A. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

- **Criterion A1:** The tenderer must prove experience in technical solutions for transport or renewable energy as well as in data collection, data analyses, drafting reports and recommendations.

**Evidence A1:** the tenderer must provide references for 3 projects delivered in these fields in the last three years with a minimum value altogether of €80,000.00.

- **Criterion A2:** The tenderer must prove capacity to work in minimum 2 EU official languages including at least English and German.

**Evidence A2:** the tenderer must provide references for 3 projects delivered in the last three years showing the necessary language coverage.

- **Criterion A3:** The tenderer must prove capacity to draft reports in English.

**Evidence A3:** the tenderer must provide one document of at least 10 pages (report, study, etc.) in this language that it has drafted and published or delivered to a client in the last two years. The verification will be carried out on 5 pages of the document.

##### **B. Criteria relating to the team delivering the service:**

The team delivering the service should include, as a minimum, the following profiles.

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

**B1 - Project Manager:** At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict

resolution experience in project of a similar size (at least € 90,000.00), with experience in management of team of at least 2 people.

**Evidence:** CV

**B2 - Language quality check:** at least 2 members of the team should have at least C1 level in the Common European Framework for Reference for Languages<sup>12</sup> in English and German.

**Evidence:** a language certificate or past relevant experience.

**B3 - Specialist in IT:** Relevant higher education degree or equivalent professional experience and at least 3 years' professional experience in the field.

**Evidence:** CV

**B4 - Team for data collection:** collectively the team should have knowledge of the following EU languages – English, French, German, and proven experience of 3 years in data collection techniques.

**Evidence:** CV and a language certificate or past relevant experience.

#### **4.3. Award criteria**

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria.

The maximum total quality score is 100 points.

- **General understanding of the global project (32 points – minimum score 50%)**

Sub-criterion 1.1 (8 points – minimum score 50%):

- Shows an understanding of the general objective of the contract and of the working practices with the FCH 2 JU and the HRS data providers and users.

Sub-criterion 1.2 (8 points – minimum score 50%):

- Shows an understanding of the issues and already defines what success means

Sub-criterion 1.3 (8 points – minimum score 50%):

---

<sup>12</sup> See [http://www.coe.int/t/dg4/linguistic/Cadre1\\_en.asp](http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp)

- Already shows analysis and provides first insights that are used in the approach

Sub-criterion 1.4 (8 points – minimum score 50%):

- Adds own aspects/views – has added unexpected elements that are meaningful to achieve success

- **Quality of the proposed methodology** (48 points - – minimum score 50%)

Sub-criterion 2.1 (8 points – minimum score 50%):

- Provides a detailed description of project organisation and management

Sub-criterion 2.2 (6 points – minimum score 50%)

- Specifies clearly the collection and treatment of data

Sub-criterion 2.3 (8 points – minimum score 50%)

- Clearly defines scope, milestones and deliverables of work done

Sub-criterion 2.4 (10 points – minimum score 50%):

- Clearly articulates approach/methodology to achieve objectives

Sub-criterion 2.5 (8 points – minimum score 50%):

- Quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Sub-criterion 2.6 (8 points – minimum score 50%):

- Identifies potential risks and convincingly proposes effective ways to mitigate them

- **Organisation of the work and resources** (20 points – minimum score 50%)

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. It is not a budget requested as part of the financial offer.

**Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 60% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.**

#### 4.4. Ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 60/40 is given to quality and price.

score for tender X	=	cheapest price	*	100	*	40%	+	total quality score (out of 100) for all award criteria of tender X	*	60%
		price of tender X								

**The tender ranked first after applying the formula will be awarded the contract.**

**ANNEX 1 :**

**DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA**

The undersigned [*insert name of the signatory of this form*], representing:

<p>(<i>only for natural persons</i>) himself or herself</p>	<p>(<i>only for legal persons</i>) the following legal person:</p>
<p>ID or passport number:  (‘the person’)</p>	<p>Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:  (‘the person’)</p>

**Situation of exclusion concerning the person**

	YES	NO
<p>(1) declares that the above-mentioned person is in one of the following situations:</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:</b></p>		
<p><b>(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;</b></p>	<input type="checkbox"/>	<input type="checkbox"/>

<b>(ii) entering into agreement with other persons with the aim of distorting competition;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(iii) violating intellectual property rights;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(d) it has been established by a final judgement that the person is guilty of the following:</b>		
<b>(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:</b>  <b>i.facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</b> <b>ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</b>	<input type="checkbox"/>	<input type="checkbox"/>

<p>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</p> <p>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
---	--	--

**Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person**

*Not applicable to natural persons, Member States and local authorities*

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
<b>Situation (c) above (grave professional misconduct)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Situation (d) above (fraud, corruption or other criminal offence)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Situation (e) above (significant deficiencies in performance of a contract)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Situation (f) above (irregularity)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person**

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
<b>Situation (a) above (bankruptcy)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Situation (b) above (breach in payment of taxes or social security contributions)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Grounds for rejection from this procedure**

(4) declares that the above-mentioned person:	YES	NO
<b>(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.</b>	<input type="checkbox"/>	<input type="checkbox"/>

### **Remedial measures**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

### **Evidence upon request**

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

**For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.**

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<b>Document</b>	<b>Full reference to previous procedure</b>
<i>Insert as many lines as necessary.</i>	



## Selection criteria

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
<b>(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 4.2.2 of the tender specifications;</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(b) It fulfills the applicable economic and financial capacity criteria indicated in section 4.2.3 of the tender specifications;</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(c) It fulfills the applicable technical and professional capacity criteria indicated in section 4.2.4 of the tender specifications.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
<b>(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature

## ANNEX 2 : POWER OF ATTORNEY TEMPLATE – FOR JOINT TENDERS

### POWER OF ATTORNEY<sup>13</sup>

NB: In case the tender is submitted by a consortium, a power of attorney shall be filled in for each consortium member, then duly signed and dated by the legal representative of the consortium member and consortium leader.

We, the undersigned

[full official name] [ACRONYM]

[official legal form]<sup>14</sup>

[official registration No]<sup>15</sup>

[official address in full]

[VAT number],

as consortium leader of consortium .....<sup>16</sup> represented for the purposes of signature of this power of attorney by [name, forename and function]

of the one part,

and

[full official name] [ACRONYM]

---

<sup>13</sup> Please use the headed paper in national language of the consortium member who gives mandate.

<sup>14</sup> Delete if the consortium leader is a natural person or a public-sector body.

<sup>15</sup> Delete if the consortium leader is a public-sector body. (For natural persons, also indicate the number of their identity card or use, failing that, of their passport or equivalent.)

<sup>16</sup> Indicate the name of the consortium, if any.

[official legal form] <sup>17</sup>

[official registration No<sup>18</sup>

[official address in full]

[VAT number],

as consortium member of consortium .....<sup>19</sup>, represented for the purposes of signature of this power of attorney by [name, forename and function]

of the other part,

having the legal capacity required to sign the present power of attorney,

for the purposes of the call for tender no. FCH/OP/contract 180 published by the Fuel Cells and Hydrogen 2 Joint Undertaking (hereafter referred to as the “FCH 2 JU”),

HEREBY AGREE AS FOLLOWS:

1. The consortium member hereby designates the consortium leader and authorises him to submit the tender on behalf of the consortium for the above mentioned call. By way of his signature, the consortium leader declares that it accepts the designation.
2. The consortium member grants to the consortium leader all the necessary powers to act on his behalf in connection with the tender. In case the contract is awarded to the consortium,
  - (a) the consortium leader shall sign the framework contract, the specific contracts and any other contractual documents (in particular amendments) and issue any invoices related to the services on behalf of the consortium,
  - (b) the consortium leader shall act as single point of contact for the FCH 2JU relating to the services to be provided under the contract. It shall co-ordinate the provision of the services by the consortium members to the FCH 2 JU and ensure the proper administration of the contract,
  - (c) all the consortium members shall be jointly and severally liable towards the FCH 2 JU for the performance of the contract,

---

<sup>17</sup> Delete if the consortium member is a natural person or a public-sector body.

<sup>18</sup> Delete if the consortium member is a public-sector body. (For natural persons, also indicate the number of their identity card or use, failing that, of their passport or equivalent.)

<sup>19</sup> Indicate the name of the consortium, if any.

- (d) all the consortium members shall comply with the terms and conditions of the contract and ensure the proper execution of their respective share of the services.
  - (e) payments by the FCH 2 JU related to the services shall be made to the consortium leader's bank account, he shall distribute it corresponding to the part of the service provided by the consortium partners, based on their agreement.
3. This power of attorney shall expire when all the contractual obligations of the consortium towards the FCH JU in connection with the services to be provided under the contract have ceased to exist.
  4. The signed original of this power of attorney shall be part of the offer and shall form an integral part of it.

SIGNATURES

For the consortium leader

For the consortium member

[name/forename/function]

[name/forename/function]

[signature]

[signature]

Done in [place], [date]

Done in [place], [date]

In triplicate in English.