



CALL FOR TENDERS

N° FCH/OP/contract 180

**STUDY ON DEVELOPMENT OF BUSINESS CASES
FOR FUEL CELLS AND HYDROGEN APPLICATIONS
FOR EUROPEAN REGIONS AND CITIES**

TENDER SPECIFICATIONS

TYPE OF PROCEDURE: OPEN

REFERENCE NUMBER: FCH JU 2017 D4259

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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 Treaty on the Functioning of the European Union; and to all natural and legal persons established in Iceland, Norway and Lichtenstein, as per the EEA Agreement¹.

1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft framework and specific contracts, which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

A. **Description of the Framework Contract**

A framework contract is a legal agreement between two parties – in this case the FCH 2 JU and the contractor. It acts as the legal basis for the possible future purchase of services / supplies by the FCH 2 JU. The framework contract defines, amongst others, the scope of services / supplies that can be purchased, methodology for implementation, timing and fees to be respected by the contractor.

- **Important Note: The framework contract itself is not an order for services or supplies and does not constitute a financial commitment.**

Signature of the framework contract does not guarantee any actual purchase. The contracting authority is bound only by specific contracts implementing the framework contract.

B. **Implementation of the Framework Contract:**

Once the framework contract has been signed with the selected contractor, the FCH 2 JU may conclude specific contracts for the implementation of the tasks described in this document under Section 2.3, each specific contract covering one of the two phases of the framework contract, as follows:

- for the first phase (month 1 to 6) a first specific contract may be concluded covering tasks 1.1 and 2.1.;
- for the second phase a successive specific contract may be concluded covering tasks 1.2; 2.2 and 3.

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

The individual and successive Specific Contracts shall cover the period of validity of the framework contract and shall take the form of the document provided in Annex to the Draft Framework Contract.

Important Note: It is important to reiterate that no legal or financial commitment exists on behalf of either party until both parties sign a specific contract.

C. Duration of the contract:

The framework contract is intended to be signed for a period of 18 months.

The framework contract may be renewed up to one time, for a period of 6 (six) months only before expiry of the framework contract and with the express written agreement of both parties.

1.3. 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/EU².

1.4. 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 (a template Power of Attorney is attached as Annex 3 to the present document).

1.5. 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 subcontractors whose share of the contract is above 5%.

² 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).

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.

1.6. 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 3.1)

Part C: Selection (see section 3.2)

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.

Tenderer must clearly state the source of any information that would come in the tender from external sources. When tenderer uses extracts of documents, images, graphs, tables, data, etc. (print or electronic version) to develop its tender, it must mention the source. The full references must be shown by indicating the name of the author (or authors), title of document / graphics / tables, date, the Internet address if necessary, etc. in order to easily identify the source of the information.

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.

The tenderers should include in their financial offer:

- the **total price for all tasks** as described in Section 2.3 of this document,
- and
- a **breakdown of the total price requested for the first phase (covering tasks 1.1 and 2.1) and for the second phase (covering tasks 1.2; 2.2 and 3). In case of joint tenders and /or subcontracting, the breakdown shall also include the division of costs per consortium partner / subcontractor.**

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. Costs incurred in preparing and submitting the tenders are borne by the tenderer and shall not be reimbursed.

All documents submitted by tenderers become property of the Contracting Authority. These documents will be considered confidential.

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

Assessment of the price:

The **total price for all tasks** presented in the financial offer will be taken into consideration at the calculation of the tenderer's total score, in accordance with the ranking formula described in Section 3.4 of this document.

1.7. 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

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

2. TECHNICAL SPECIFICATIONS

2.1. General background and reference documents

The [Fuel Cells and Hydrogen 2 Joint Undertaking \(FCH 2 JU\)](#) is a unique public private partnership supporting research, technological development and demonstration (RTD) activities in fuel cell and hydrogen energy technologies in Europe. Its aim is to accelerate the market introduction of these technologies, realising their potential as an instrument in achieving a carbon-lean energy system.

Fuel cells, as an efficient conversion technology, and hydrogen, as a clean energy carrier, have a great potential to help fight carbon dioxide emissions, to reduce dependence on hydrocarbons and to contribute to economic growth. The objective of the FCH 2 JU is to bring these benefits to Europeans through a concentrated effort from all sectors.

The three members of the FCH 2 JU are the European Commission, fuel cell and hydrogen industries represented by Hydrogen Europe and the research community represented by Research Grouping N.ERGHY.

The FCH JU was established by a Council Regulation on 30 May 2008 as a public-private partnership between the European Commission, European industry and research organisations to accelerate the development and deployment of fuel cell and hydrogen technologies.

On 6th May 2014, the Council of the European Union decided³ to continue the Fuel Cells and Hydrogen Joint Technology Initiative, and mandates the FCH 2 JU, among others, to contribute to the implementation of the Horizon 2020 Research and Innovation Programme⁴. This phase (2014-20), will have a total budget of 1.33 billion euros, provided on a matched basis between the EU represented by the European Commission, industry, and research.

The second phase of the FCH JU (the FCH 2 JU) will reinforce this commitment to achieve a real, strong, reliable and committed European platform on fuel cells and hydrogen where industry, research, and local, national and European officials act to address, through the technology, major socio-economic and environmental challenges.

The projects under FCH 2 JU will improve performance and reduce the cost of products as well as demonstrate on a large scale the readiness of the technology to enter the market in the fields of transport (cars, buses and refuelling infrastructure) and energy (hydrogen production and distribution, energy storage and stationary power generation).

Currently there is a clear trend towards setting increasingly ambitious targets for reduction of greenhouse gas emissions and air pollutants in the medium and even short term⁵. Examples include: the global *Paris Agreement*⁶(within the 2015 COP21, also known as the 2015 Paris Climate Conference) with pledges from signatory countries to curb emissions; the EU *2030 climate and energy framework*⁷, including EU-wide targets and policy objectives for the period between 2020 and 2030, now followed by the European Commission's *Proposal for an*

³ Council Regulation (EU) No 559/2014 of 6 May 2014 establishing the Fuel Cells and Hydrogen 2 Joint Undertaking (OJ L 169/108, 7.6.2014);

⁴ Regulation (EU) No 1291/2013 of the European Parliament and of The Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347/104, 20.12.2013);

⁵ See for example <http://www.euronews.com/2016/12/02/paris-madrid-and-athens-pledge-to-ban-diesel>

⁶ More information, including the full text of the Paris Agreement can be found here: http://unfccc.int/paris_agreement/items/9485.php

⁷ More information can be found here: <http://www.consilium.europa.eu/en/policies/climate-change/2030-climate-and-energy-framework/>

*Effort Sharing Regulation*⁸ with significant greenhouse gas (GHG) emissions cuts for individual Member States; the new Global Covenant of Mayors for Climate & Energy and the C40 Climate Leadership Group and their efforts to lead the fight against man-made climate change and urban pollution as well as the proposed ambitious European air quality legislation⁹.

All of these initiatives point to a massive level of penetration of intermittent renewable power sources generating green electricity to form the backbone of a sustainable future. In order to use that intermittent green power, energy storage solutions such as the use of batteries and hydrogen will be a clear requirement to power all needs and applications that society now takes for granted, from heating homes and businesses to transporting goods and people. Specifically for hydrogen, a number of products are entering the commercialisation phase, and can start proving their added value in contributing to the environment goals.

Considering that regions and cities are key drivers in the implementation of initiatives to decarbonise local energy and transport systems, the FCH 2 JU considers an enhanced coordination of priorities and activities with European regions and cities as a key step to achieve the JTI's goals. Besides this important aspect, it is clear that public authorities at the regional and local level¹⁰ represent an important market opportunity for a wide range of low or zero emission products, as many such authorities are becoming increasingly ambitious in their plans to decarbonise over the coming years and are looking for advanced products that will help them implement these plans. In this context, hydrogen and fuel cells are emerging as key enabling technologies, uniquely addressing the challenge of drastic reductions in CO2 emissions for final use in heating, power generation, industry and transport.

2.2. General and specific objectives

The main objective of the procurement is to develop business cases and implementation plans for various hydrogen and fuel cell solutions, in markets for which public authorities act as the primary demand.

To explore these market opportunities, the FCH 2 JU recently contacted a broad spectrum of stakeholders, specifically targeting public authorities at the local and regional level. As a result of this effort, on 23 November 2016, on the occasion of its Stakeholder Forum, the FCH 2 JU held a symbolic signing ceremony¹¹, with the participation of 20 cities and regions.

⁸ The full text of the proposal is available here: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:52016PC0482>

⁹ http://ec.europa.eu/environment/air/clean_air_policy.htm

¹⁰ In the context of this document and the broader study, “public authorities” may also include privately run entities that by their very nature may have heavy involvement of public authorities, such as port authorities, airports, etc.

¹¹ The ceremony related to the signature of Memoranda of Understanding between the FCH 2 JU and the cities/regions, setting the framework for an improved collaboration between the parties.

At that time, a total of 45 public authorities had confirmed their participation in the initiative, a number that has grown to 57 (see Annex 1) as of the time of this writing.

In parallel, Hydrogen Europe¹², the non-profit organisation representing about 100 industrial members involved in hydrogen and fuel cell technologies in Europe and co-founding member of the FCH 2 JU, has also reached out to its membership and has received substantial interest to participate in this initiative.

These two collective groups of entities represent respectively the demand and supply sides of a growing set of market opportunities.

It is recognised that, given the number of public authorities involved, there will be a range of ambitions in terms of level of deployment of hydrogen and fuel cell technologies. The FCH 2 JU anticipates that some of them will demonstrate the potential feasibility of using hydrogen and fuel cells to implement a comprehensive solution and demonstrate the complete value chain. Designated in different circles as hydrogen “valleys”, “communities”, “territories” or “regions”, this concept involves using renewable energy sources (wind, solar,...) to produce 100% green hydrogen that can then be used in a variety of stationary (e.g. energy storage, power production, heating, commercial and industrial uses,...) and transport applications (vehicle fleets for a variety of different uses) in a limited geographic area. The FCH 2 JU is already supporting such concepts through its funded projects.¹³ Such level of ambitious projects will ultimately demonstrate to key stakeholders that hydrogen and fuel cells can indeed act as key enabling technologies in a unique way. While likely beyond the scope of this procurement, the realisation and replication of such “Hydrogen Valleys” through large scale projects in Europe remains a key target of this procurement.

The objectives of the tasks for phase (months 1-6) are the following:

- Provide a first assessment at the business cases for all applications under consideration using the specific input from participating public authorities, in order to evaluate their future potential
- Obtain a ranking of these business cases according to criteria agreed upon by all participants
- Obtain buy-in from all participants in the coalition on the conclusions on the first phase and their commitment to participate in the second phase
- Identify suitable funding mechanisms available to public authorities and other potential partners in future projects

The objectives of the tasks for phase 2 (months 7-12) are the following:

- Identification of product/technology **needs** from participating public authorities, including specifics on performance, duty cycles, costs, future level of demand (indications on number of units over time), etc.

¹² More info at: hydrogeneurope.eu/

¹³ See project BIG HIT (www.bighit.eu and <http://www.fch.europa.eu/project/building-innovative-green-hydrogen-systems-isolated-territory-pilot-europe>)

- Following indications from FCH 2 JU industrial members, identify a portfolio of **solutions**, either available today or in development for the near future, including current status and future projections regarding key parameters identified above
- Establishment of **business cases** wherever possible, including specifics on value propositions. It should be understood that drivers for business cases may go beyond simple economics, and may include environmental, economic growth, value and job creation, etc... since we are dealing with public authorities.
- Development of **roadmaps**, agreed-upon between participating public authorities and industry, to reach goals that enable the value propositions to be realised. In this regard, demand agglomeration and scale creation are seen as critical, both within the timeline of the procurement and beyond.
- Recommendations for near term **projects** implementing the first steps in those roadmaps, i.e. implementation plans
- Identification of **financing/funding** needs and their sources to enable said roadmaps and near term projects, and recommendations for specific ways to combine them and maximise their impact
- Identify additional incentives or soft measures that may be taken by public authorities to ensure the fastest deployment of fuel cell and hydrogen technologies. These can be included in sensitivity analysis for the business cases.
- To foster **collaboration among public authorities and industry** actors to turn business models into practice. In particular, special attention should be paid to the potential for local industrial actors in the participating locations to become involved in hydrogen and fuel cell technologies, and at the same time to raise awareness within the local region about the potential for job creation, growth and economic development using the region's existing capabilities. To achieve this, the contractor will establish links to the Smart Specialisation strategy¹⁴ supported by the EC.

In addition, the following sub-objectives shall be addressed:

- Create alignment and buy-in between stakeholders (public authorities and industry) on:
 - A functional framework and assessment methodology for business cases for specific applications
- Create and maintain commitment of stakeholders to:
 - Provide the necessary input data to establish the business cases, both for public authorities and industrial partners
 - Actively participate in all the discussions leading to an agreement from both sides (supply and demand), leading to the establishment of business cases under an agreed upon set of assumptions.
 - Follow through and implement the established roadmap through future projects
- To increase the outreach and impact of this initiative by:
 - Developing a communication package and kit, to be used in public forums to increase the outreach and impact of the initiative.

¹⁴ <http://s3platform.jrc.ec.europa.eu/>

- Participating in key forums where more public authorities can be informed and engaged
- Engaging with local actors (public and private) to catalyse strategies and projects that will foster positive economic impact at local level

The **geographic scope** of all tasks will be limited to Europe. In this sense, it is meant to address market segments in which buyers are located in Europe, since the customers of these solutions are public authorities located in this area. It does not preclude potential suppliers of technology solutions being located outside Europe, although the European value chain shall be considered.

In terms of **potential applications** that should be part of the scope, these will depend on the stated interests on the part of public authorities. In this sense, it should be understood that fuel cell buses and mCHP for residential applications are **not** part of the scope of the study. The FCH 2 JU has supported commercialisation of these advanced market segments and continues to do so. Particularly in the case of urban buses, often within the remit of local public authorities, a study supported by the FCH 2 JU is ongoing to support newcomers looking to implement such solutions¹⁵. The FCH 2 JU will work with authorities interested in this application and will ensure that they receive the adequate level of support.

For residential mCHP, the FCH 2 JU also published a study on the business case¹⁶ and is currently supporting further work in the development of specific business models with the active participation of industry players. All other applications may in principle be considered, provided that a critical mass of final users is interested, as shown by the input of the public authorities to be consulted in the study. It is understood that when speaking about all applications, hydrogen supply solutions must be considered. There may be cases where hydrogen will not be the primary fuel, and others such as natural gas or biogas may be used instead.

Two studies commissioned by the FCH 2 JU are currently under way to examine (i) early business cases for power-to-hydrogen applications and (ii) business models for fuel cells in stationary applications. It is expected that the final results of these studies will be available by the time of the kick-off meeting. The winning bid will be asked to use these results, and those of the ongoing study on joint procurement for buses, as input to their work, so as not to duplicate work already done. The FCH 2 JU will use its best efforts to facilitate this exchange of information.

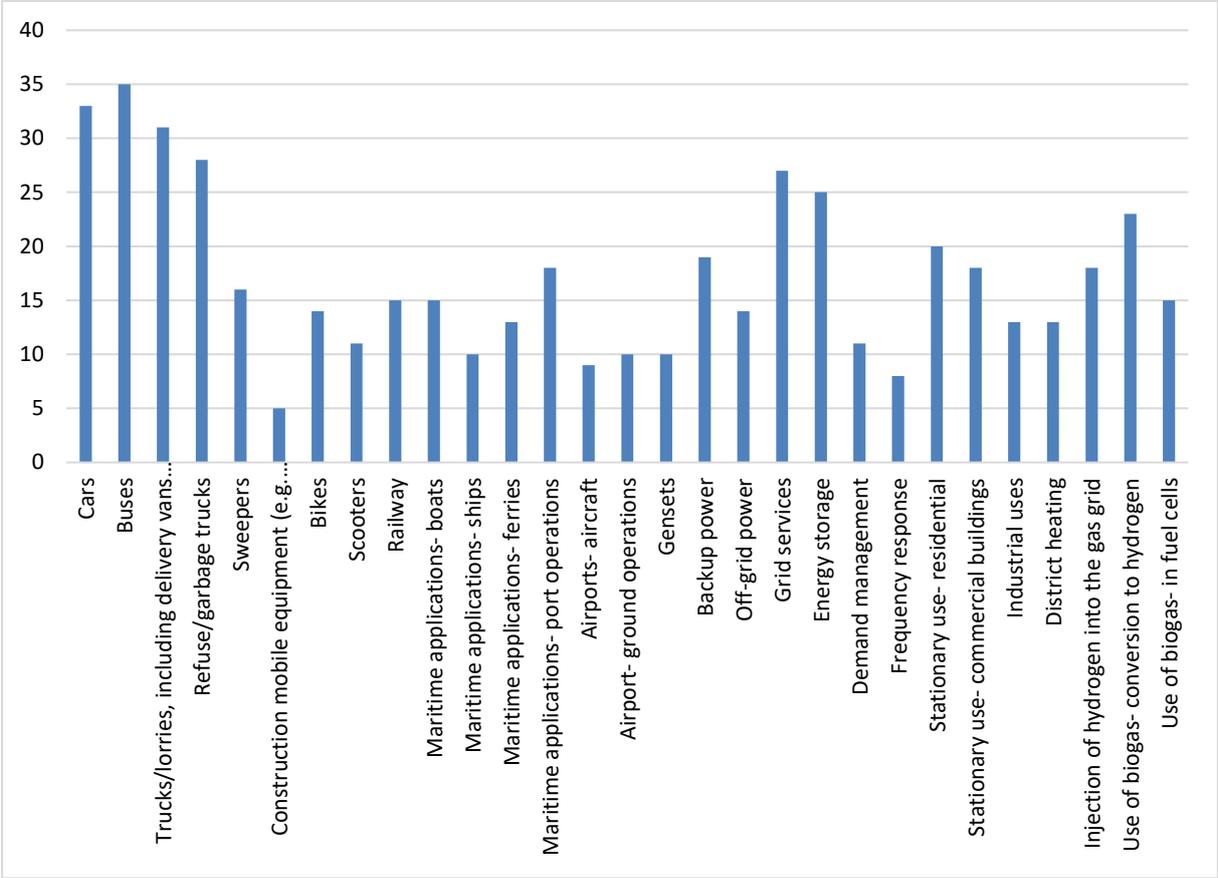
It may be possible to start work on organising Hydrogen Valleys for later implementation, as defined earlier in this document, within the timeline of this study. In this case, both buses and mCHP should be included as potential applications and relevant synergies between them and other applications duly considered.

¹⁵ More information can be found here:

http://www.fch.europa.eu/sites/default/files/Strategies%20for%20joint%20procurement%20of%20FC%20buses_0.pdf.

¹⁶ http://www.fch.europa.eu/sites/default/files/FCHJU_FuelCellDistributedGenerationCommercialization_0.pdf

The results of a preliminary survey conducted by the FCH 2 JU amongst the confirmed signatories of the MoU already identifies a number of applications as receiving the most interest. A total of 40 participants provided these responses, which are shown in the chart below.¹⁷



This list is meant to provide indication and to be used as a likely starting point for the working groups to be formed around each application. It is possible that more applications can be added during the implementation of a specific contract provided that enough interest is shown by participants, and this is agreed upon with the FCH 2 JU.

Bidders must show an effective methodology for dealing with the variety of applications envisaged, including changes or additions during the study itself. In addition, thought should be given to the use of potential synergies, whereby several applications could for example share the same hydrogen supply, thereby making the overall business case more attractive. Bidders are encouraged to propose solutions or approaches that may not have been mentioned or hinted at in this text, with sufficient explanation to understand the rationale in the proposal.

Due to the potentially wide scope of this portfolio of applications to be included, it is quite likely that some cities / regions will offer a much deeper level of knowledge and understanding than others, simply based on the accumulated experience that each of them

¹⁷ Kindly note that the full description of the 3rd and 6th categories in the chart read in full as follows: Trucks/lorries, including delivery vans Forklifts or other material handling vehicles & Construction mobile equipment (e.g. excavators,...), respectively.

may have. By way of illustration, the FCH 2 JU has already received requests to include a specific working group on port applications, which in many cases involve products for which there is little field experience with fuel cells and hydrogen; on the other hand, many regions/cities are also seeking car fleets for various uses (delivery services, taxis...), for which there are products already commercially available and a wealth of information publicly available. The tenderer should present in its offer a methodology for the selection of applications for the different users (regions/cities).

The following are our assessment criteria for a successful outcome in phase 1:

- a) A coalition of public authorities and private partners from various countries that remains aligned during phase 1 with a high level of commitment and participation
- b) A set of business cases for all applications are built on the basis of techno-economic figures and other criteria and agreed upon by all participants
- c) Funding streams are identified and their suitability initially assessed, already giving an indication of possibilities to be combined in effective ways
- d) A storyline is built on the outcomes of phase 1 that convinces key stakeholders to continue support for this initiative

The following are our assessment criteria for a successful study in phase 2:

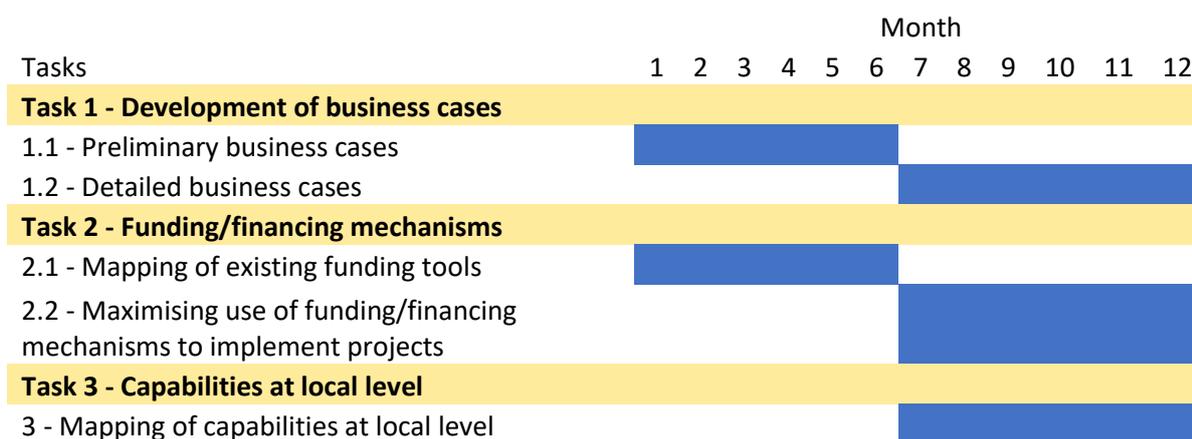
- a) A coalition of public authorities and private partners from various countries that remains aligned during the project period around the goal to jointly commercialise hydrogen and fuel cell products in an agreed upon timeline for each application
- b) Specific roadmaps are agreed upon for each application by all involved
- c) Funding and financing sources are identified and specifically proposed to combine in such a way so as to enable the implementation of the roadmaps
- d) Follow up from a large share of participants regarding implementation of projects beyond the duration of the procurement

The contractor should organise the work as a platform for dialogue between the public authorities representing the regions /cities and the industry partners. The overall approach is that of an iterative process whereby business cases are built on the basis of solid input data both for present and future solutions that allow roadmaps to be agreed upon by both suppliers and final users. The iteration should involve an input and feedback process that allow all parties to vet and challenge assumptions so as to ultimately agree on them, thus building confidence amongst all participants.

2.3. Tasks

There are **three main tasks** within this study.

These are **divided into subtasks** and are **split in two phases**, as shown in the Gantt chart below:



The **first phase covers months 1-6**, while the **second phase goes from month 7-12**.

The following are the main tasks that are to be carried out by the consultant:

TASK 1: Development of business cases and accompanying roadmaps

The main driver of this procurement is the definition of attractive business cases for a variety of applications for which public authorities represent the demand or have a strong input.

It is expected and understood that **business cases** for different applications may reach different levels of detail in their development. As stated in the previous section, in addition to the figures that support the business cases, in all cases it is critical to obtain the commitment and buy-in from the stakeholders that participate in the discussions that lead to these business cases. One additional factor in this aspect is the different stages of development for the various industrial actors participating in the study.

Another aspect that must be acknowledged is the substantial heterogeneity of public authorities:

- Some have developed detailed decarbonisation plans or strategies while others may be only starting to develop them. It is therefore quite likely that some may be able to clearly outline the specific products they are looking for as well as detailed key performance indicators (KPIs) for them, while others will be unable to do so;
- Some may not have any experience with hydrogen and fuel cell technologies while others may have already carried out a number of advanced projects ;
- Some may be looking to maximise the use of EU funding/financing mechanisms and may not be able to implement future projects without these, while others may have a higher level of purchasing power on their own;
- Regions generally set policies for transport and energy but do not normally act as end users to the same degree as cities, which run more services and purchase products and services for them ;

In addition, certain countries have seen significant progress by regions in their involvement with hydrogen and fuel cell technologies. As an example, in 2016 the French Government launched a call for Hydrogen Territories, with a final selection of 29 projects out of 100 submitted¹⁸, far surpassing the expectations of the call. The FCH 2 JU is aware of significant efforts by national associations or similar groups in some countries to raise the awareness about the technologies and increase the interest from public authorities to participate in such types of projects. It will be a requirement for the winning bid to propose an approach to work closely with such efforts in order to complement and enhance them as much as possible. The target is to establish an efficient liaison between such efforts and this activity.

Likewise, participating industries will likely exhibit various degrees of development and capabilities. While recognising that some companies lag behind others in their development curve, the study should strive to push “best-of-class” solutions, rather than averaging values from participating companies, a process that can give a negative idea of the technology solution versus its actual status.

Hydrogen Europe, as a founding member of the FCH 2 JU, has already approached its membership in regards to this study and significant interest has been expressed by its members. While this level of participation may provide sufficient input particularly as regards hydrogen and fuel cell technologies, potential contractors should demonstrate the capability to complement this input with needed information from OEMs that normally act as integrators of hydrogen and fuel cell components into final products and who are not part of Hydrogen Europe.

The successful contractor and in particular the team it staffs to this study is expected to have a high level of specialised technical knowledge in hydrogen and fuel cells technologies in order to provide an assessment of input data and assumptions provided by the coalition members. It is expected that the contractor will challenge assumptions put forth by industry members whenever necessary to obtain an objective assessment of the costs involved in the present and future.

Specific provisions for the methodology to treat data and come up with cost assumptions must be addressed in the tender offers.

Due to the large number of applications, it is not envisaged to use a so-called clean room process for the development of business cases. The successful contractor is expected to rely on its knowledge, expertise and access to latest data to come up with cost estimates, present and future, in close collaboration with industry partners that are part of the study. The use of non-confidential data (data provided by coalition members that they have explicitly designated as non-confidential) is encouraged wherever possible. These data may be discussed both bilaterally between the consultant and the data provider and multilaterally in the study working groups. For each working group and application, the concerned coalition members will decide on a consensual basis the most appropriate data treatment.

This task will be developed in two separate subtasks:

¹⁸ See announcement of 3 November 2016: <http://www.developpement-durable.gouv.fr/Segol%C3%A8ne-Royal-et-Christophe.html>

SUB-TASK 1.1: Preliminary assessment of business cases (from month 1 to month 6)

In the first phase, a **preliminary assessment of business cases** will be made.

For this sub-tasks the contractor should:

- Develop techno-economic requirements for applications: general requirements for power, energy, operation and lifetime.
- Provide a rough estimation of the feasibility of using fuel cell and hydrogen technologies to substitute conventional technologies used in said applications. This estimation must consider the ‘willingness to pay’ aspect from participating public authorities, i.e. the level of willingness to consider purchasing the new products using fuel cells and hydrogen at a premium cost.
- Assess the level of readiness of fuel cells and hydrogen-based solutions
- Rank the various applications considered for future work in the following subtask (task 1.2). Proposers should suggest criteria for this ranking exercise.

SUB-TASK 1.2: Detailed development of business cases (covering from month 7 to month 12)

In the second phase, a more **detailed development of the business cases** is expected. The contractor should cover at a minimum the following elements:

- More detailed definition of standard operation scenarios: duty cycles, power and energy requirements, operational aspects such as refuelling time and others...
- Current and future status of the technology solution vs. agreed goals
- Roadmap to achieve competitive solutions, including ramp up of products and taking into account the development pathway of the various OEMs
- Low CO₂ hydrogen supply & refuelling options
- Economics (Total Cost of Ownership – TCO – as well as financial indicators) of the specific product
- Risks and obstacles, with proposals to overcome them
- Mapping and assessment of soft measures and policies available at national, regional and local levels that may be considered as strong input to positively affect the general demand and take-up of fuel cells and hydrogen technologies

One of the aspects expected to be covered in this task 1.2 is the possibility of using joint procurement of certain products to spur demand aggregation and cost reductions. The consultant should also consider, to the extent possible, the use of synergies amongst different applications (where, for example, hydrogen supply/refuelling could be shared). These two aspects as well as the soft measures and policies the contractor identifies as most relevant to be taken into consideration by public authorities should also be considered as part of the sensitivity analysis within the business cases.

TASK 2: Examination and mapping of existing funding and financing mechanisms that will be critical in the implementation of future roadmaps

SUB-TASK 2.1: financing/funding mechanisms (covering between month 1 and month 6)

The contractor is expected to provide a simple, easy to follow list of suitable tools available to public authorities that allow them to implement projects from their conception to completion. Consideration should also be given to constraints (e.g. limits on double funding, state aid, etc.). It should allow any public authority to quickly identify the best mechanisms at its disposal for the implementation of projects, maximising the effectiveness of funding at EU, national and regional levels.

Active engagement with public authorities will be critical, as it is expected that, as work progresses, questions will arise about the potential for implementing specific projects (see task 2.2). The contractor is expected to work closely with such requests to tailor the funding/financing tools available to maximise the chances of success (i.e. implementable project) at the lowest possible net cost to the implementing party.

SUB-TASK 2.2: Maximising use of funding / financing mechanisms to implement projects (covering from month 7 to month 12)

Specific examples of combination of funding and financing mechanisms should be built for potential projects under discussion within this task. These specific examples must illustrate in different regions/cities how funding streams at all levels (EU, national, regional, local) may be combined to maximise the leverage of the investment coming from the public authority(ies), and should in principle consider the implementation of as broad a range as possible of hydrogen and fuel cell applications.

TASK 3: Mapping of existing actors at local level that can participate in future projects and/or development of new products, as well as engagement with local authorities to identify necessary elements to implement projects:

(month 7 to month 12)

It is considered likely that some regions may not be aware of the potential for involvement of currently existing actors in their areas (industry, services, research, universities, etc.) in the framework of future projects stemming from this initiative. Raising this awareness can identify potential actors in the value chain and create opportunities for local/regional development, economic growth and job creation.

In this regard, active collaboration with existing initiatives such as the Smart Specialisation platform will be expected. For the specific example of Smart Specialisation, the FCH 2 JU is already in the process of establishing collaborations with relevant actors that are coordinating actions at European level and will work with the consultants to establish the necessary contacts.

Note: While there might be inherent overlaps between the three tasks that the contractor should take into consideration when preparing their offer, the tasks presented above are organised in two phases organised over two periods of time:

- from month 1 to month 6: tasks 1.1 and 2.1
- from month 7 to month 12: tasks 1.2; 2.2 and 3

and are subject to individual successive specific contracts.

In order to carry out all of these tasks, proposers must address and describe a successful approach to manage a large coalition of stakeholders. This should address how to accommodate the expectations and inputs of all participants to achieve a successful outcome, as well as communication issues. **This aspect is considered essential to the success of the project.**

2.4. Input by the Contracting Authority

The FCH 2 JU will provide a list of participating regions, cities and industries, along with contact information, as well as any new contacts made during the study from other interested parties.

The FCH 2 JU will further work with the consultant to provide available contact information with those agencies or teams that are working at European level on issues of interest to the study, such as funding/financing programmes (e.g. Cohesion and Regional Funds,...), Smart Specialisation, but the contractor is expected to have a good level of understanding of these...

2.5. Intermediate outputs and deliverables

An intermediate progress report that includes the status of work halfway through the implementation of each specific contract shall be completed and submitted.

For the first specific contract implementing Tasks 1.1 and 2.1 an intermediary progress report is expected by the end of September 2017, while for the second specific contract (all other tasks), this progress report is due by end of March 2018.

These intermediate deliverables should already contain preliminary conclusions regarding:

1. For the first phase (month 1 to month 6)
 - Attractive business cases for some applications (subtask 1.1),
 - First set of funding/financing tools and approaches to combine them (subtask 2.1)
 - Level of commitment from outside participants

2. For the second phase (month 7 to month 12)
 - Draft business cases and accompanying roadmaps for applications selected in phase 1
 - Draft proposal(s) for combination of available funding sources to implement representative potential projects under discussion
 - First draft of the map of actors at regional/local level (task 3).

2.6. Final output and deliverable

The following deliverables must be completed and submitted by the end of the implementation of each specific contract:

- A **comprehensive final report** at the end of the specific contract that includes all of the outputs and conclusions on:

For the first phase (month 1 to month 6)

- All the business cases under study (subtask 1)
- The funding tools identified, their characteristics and proposals for maximising their use (subtask 2.1)

For the second phase (month 7 to month 12)

- Detailed business cases and individual roadmaps for each application under consideration (subtask 1.2)
- Specific examples of potential implementable projects that utilise the funding/financing tools identified (subtask 2.2) and a comprehensive mapping of capabilities at local level (task 3)

The reports should further include prioritised recommendations for actions that would most benefit the sector.

The reports are to be approved by the coalition before submission to the FCH 2 JU

- The **electronic file(s) supporting the business cases**, including the modelling tools and input data for both the first and second phase, running from month 1 to month 6 and from month 7 to month 12, respectively
- A **communication package** (PowerPoint presentation and other suitable means) that allows the FCH 2 JU and coalition members to:
 - successfully reach out to members of the local communities and convince them to take the next steps (future projects) and
 - engage new local and regional authorities and illustrate the potential market segments in a convincing way.

Tenderers are invited to consider splitting or merging deliverables in any way they deem suitable and explain their reasoning behind their proposal.

2.7. Details on deliverables

Except where noted elsewhere, all deliverables shall be written in English and be delivered in electronic format.

The communication package shall be delivered in both English and French. Furthermore, each final report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- 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.”

2.7.1. Publishable executive summary

The publishable executive summary must be provided both in English and French 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.”

General Delivery Time:

The indicative duration of phase and the tasks to be undertaken in each phase is presented in the GANTT chart on page 15 of this document. The duration of the tasks will be specified in each individual specific contract and will be based on the timeline shown in the GANTT chart. This period is calculated in calendar days. Execution of the tasks may only begin after the signature of the specific contract by both parties.

In principle, the deadlines set out in the specific contract are not extended. The Contractor is deemed solely responsible for the delays occasioned by subcontractors or other third parties, with the exception of cases of *force majeure*.

2.8. Guidance on methodology

The expected methodology involves the formation of working groups around specific applications where business cases and roadmaps are discussed. Tenderers are requested to explain how these groups should be formed and structure their work based on the information provided in this tender document; amongst other aspects, proposers may suggest agglomerating certain applications within a working group. In any case, the rationale behind the proposed approach must be duly explained and justified. In addition, a specific body of work on funding/financial tools is expected.

The kick-off meeting is foreseen on Tuesday, 16 May 2017 at the FCH 2 JU premises in Brussels. Tenderers must clearly state their availability for the full team to be present on that day and start the work. All public authorities having agreed to participate will be invited to that meeting.

2.9. Structure of the Coalition and Project Governance

Working groups

It is expected that the coalition will be structured into a number of Working Groups (WGs) facilitated by the consultant. It is expected that the WGs will meet regularly, in order to review and guide the outputs from the study. The WGs will convene to agree on key aspects of the study both in terms of inputs and outputs. They will agree on data sets to be provided, review outcomes of the analysis carried out by the consultant and agree on messages for the report. It is expected that the working groups will be composed of members from the regions/cities and interested industrial players. Public authorities and industrial players may participate in one or more working groups.

It is expected that each WG will select one or two representatives from public authorities and industries to form a Steering Committee (SC) for each. Ideally, each WG should have between 2-5 members in its SC.

Overall Steering committee

An overall Steering Committee will oversee and provide governance for the work of the overall coalition. Depending on the number of WGs, at least one member of each WG SC should participate in this SC, and have adequate representation from public authorities and industry, plus the FCH 2 JU as contracting authority.

The overall Steering Committee will convene regularly and be responsible for taking the daily decisions within the scope of the contract. This Steering Committee will review the study outputs, ensure alignment across the working groups, monitor progress and lead external communication. Decision-making will preferably be by consensus within the Steering Committee. Under the exceptional circumstances that this Steering Committee is unable to reach a decision by consensus, decision-making will be by majority voting across the Coalition (one vote per organisation).

General Assembly

On regular basis (e.g. every 6 weeks) a General Assembly (GA) of all the coalition members will be convened to ensure a support to the process from all members and develop a sense of community among the members. In this spirit, fundamental decisions will be submitted to the GA for approval. Decision-making will preferably be by consensus. If the GA is unable to reach a decision by consensus, decision-making will be by majority voting across the Coalition (one vote per organisation).

The FCH 2 JU

The FCH 2 JU will sit on the SC and the GA and will provide the final escalation level for conflict resolution.

Involvement from members of the Programme Office of the FCH 2 JU, the technical committees of Hydrogen Europe and the European Commission is expected during the study, as outcomes may provide valuable input into ongoing and future strategic discussions.

2.10. Performance and quality requirements

The consultant must achieve a very high level of quality in its work and the deliverables that are part of the study. This will in large part be determined by the level of agreement and consensus achieved within the coalition on the final outcomes.

2.11. Delivery time and maximum number of progress meetings planned with the Contracting Authority if any

As stated in section 2.8, regular meetings are expected with the coalition at large. In addition, regular updates with the FCH 2 JU, potentially channelled through the Steering Committee are expected and must be planned in advance. These should be stated in the proposal.

Tenderers must note that the first GA and kick-off meeting is planned for Tuesday, 16 May, 2017 at the FCH 2 JU premises in Brussels, as indicated earlier.

3. 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.

3.1. Verification of non-exclusion

All tenderers must provide a declaration on honour (see Annex 2), 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, **subcontractors whose share of the contract is above 5 % 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 5%. 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 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.

3.2. 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.

3.2.1. 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 5 % must provide the declaration on honour (see Annex 2), 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 3.1) 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 3.2. 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 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.

3.2.2. 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.

3.2.3. 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.

- **Turnover of the last two financial years above EUR 2 million;** 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 FCH 2 JU reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.4. 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 evidence must be provided only on request.

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 the field of fuel cells and hydrogen applications as well as in data collection, statistical analyses, drafting reports and recommendations.

Evidence A1: the tenderer must provide references for five projects delivered in these fields in the last three years with a minimum value for each project of € 100.000.

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

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

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 10 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 € 500.000) and coverage (at least 5 countries covered), with experience in management of team of at least 5 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 Languages¹⁹ in English and French

Evidence: a language certificate or past relevant experience.

B3 - Expert in key areas of fuel cells and hydrogen technologies: At least 10 years of professional experience. Relevant higher education degree or equivalent professional experience and at least 5 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.

3.3. 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 industry supply and cities/regions demand.

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%):

- 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

¹⁹ See http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp

- **Quality of the proposed methodology** (40 points - – minimum score 50%)

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

- Provides a detailed description of project organisation and management, including the collection and treatment of data

Sub-criterion 2.2 (8 points – minimum score 50%)

- Clearly defines scope, milestones and deliverables of work done

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

- Clearly articulates approach/methodology to achieve objectives

Sub-criterion 2.4 (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 2.5 (8 points – minimum score 50%):

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

- **Organisation of the work and resources** (28 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 request as part of the financial offer.

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 70% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

3.4. 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	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	total quality score (out of 100) for all criteria of tender X
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The tender ranked first after applying the formula will be awarded the contract.

ANNEXES:

ANNEX 1: LIST OF REGIONS/CITIES

1	Aberdeen City Council
2	AKERSHUS
3	Alimos
4	Aragon
5	Assen
6	Baden-WÜRTTENBERG
7	Birmingham
8	Bulgarian Ports
9	Cantabria
10	Castilla - La Mancha
11	Centre-Val de Loire
12	Cornwall
13	Emmen
14	Flanders
15	Gavleborg
16	Grenoble
17	Groningen
18	Guldborsund
19	Hamburg
20	Helsinki
21	Hydrogen Region Rhineland with the Cities Hürth, Brühl and Cologne
22	Ierapetra
23	Ilm-Kreis
24	Kokkola
25	Kozani
26	Kreis Steinfurt
27	Lazio
28	Leeds
29	London -Greater London Authority
30	Mariestad
31	Milos
32	More and Romsdal
33	Newcastle
34	North Rhine Westphalia
35	Occitanie-Phyrenees
36	Oppland County Municipality
37	Orkney Islands Council
38	Oxfordshire
39	Pays de la Loire
40	Puertollano
41	Recklinghausen
42	Reykjavik

43	Riga
44	Skive
45	Sofia
46	Sogn og Fjordane
47	South Tyrol
48	Split
49	Split-Dalmatia County
50	Swindon and Wiltshire Local Entrpris
51	Tallinn
52	Toscana
53	Trutnov
54	Valencia Port
55	Velenje
56	Vrilissia
57	Western Macedonia

ANNEX 2 : DECLARATION OF HONOUR TEMPLATE

DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA

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

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

Situation of exclusion concerning the person

	YES	NO
(1) declares that the above-mentioned person is in one of the following situations:		
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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:		
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of	<input type="checkbox"/>	<input type="checkbox"/>

distorting competition;		
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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:	<input type="checkbox"/>	<input type="checkbox"/>
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;		
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;		

iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; 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 v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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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
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<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
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Grounds for rejection from this procedure

(4) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<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:

Document	Full reference to previous procedure
<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
(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;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial capacity criteria indicated in section 4.2.3 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional capacity criteria indicated in section 4.2.4 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(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.	<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 3 : POWER OF ATTORNEY TEMPLATE – FOR JOINT TENDERS

POWER OF ATTORNEY²⁰

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]²¹

[official registration No]²²

[official address in full]

[VAT number],

as consortium leader of consortium²³, 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]

[official legal form]²⁴

²⁰ Please use the headed paper in national language of the consortium member who gives mandate.

²¹ Delete if the consortium leader is a natural person or a public-sector body.

²² 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.)

²³ Indicate the name of the consortium, if any.

[official registration No]²⁵

[official address in full]

[VAT number],

as consortium member of consortium²⁶, 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,
 - (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.

²⁴ Delete if the consortium member is a natural person or a public-sector body.

²⁵ 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.)

²⁶ Indicate the name of the consortium, if any.

(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.