



## **CALL FOR TENDERS**

N° FCH / OP / CONTRACT 189

**Development of a Metering Protocol for Hydrogen Refuelling Stations**

# **TENDER SPECIFICATIONS**

TYPE OF PROCEDURE: OPEN

REFERENCE NUMBER: FCH JU 2017 D4398

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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 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 framework and specific contracts, which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, intellectual property 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 2.4. , as follows:

- for **Task 1** a first specific contract may be concluded for an indicative duration of 4 months;
- for **Task 2 and Task 3** a successive specific contract may be concluded for an indicative duration between 6 and 9 months.

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<sup>1</sup> 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.**

### **1.3. Contract Duration**

The framework 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 framework contract will have a maximum duration of 14 months from the date on which it enter into force; in case of unforeseen circumstances, it may be extended for an additional period of 10 months via written amendment.**

The framework 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 framework contract is estimated to be **no more than EUR 400,000.00** over the maximum possible duration of 24 months (14 months duration of the framework contract plus a possibility for extension for an additional period of 10 months through written agreement).

### **1.5. Variants**

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

### **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

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<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).

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 10% 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)

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.

The tenderers should include in their financial offer:

- the **total price for all tasks** as described in Section 2.4 of this document,

and

- **a breakdown of the total price requested for:**
  - **Task 1 and**
  - **Task 2 and Task 3 together**

**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.

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 4.4 of this document.

### **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 the Energy Union policies. Indeed, *Fuel Cell Electric Vehicles* – FCEV- are silent, release only water at the tailpipe, and travel over long distances (500km) with one single 3-minutes short refuel.

Since 2015, companies such as Toyota, Hyundai, Honda and Symbio FCell have put on the market their FCEVs, respectively the Mirai, Clarity, ix35 (FCEV model), and Kangoo ZE H2 which can be leased or purchased under commercial conditions. They have announced new models and new generations of their existing models. Other European car OEMs are developing their own 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 in 2021-2022, and Audi unveiled its h-tron (FCEV) at the 2016 Detroit Auto Show. There are currently 700 FCEV on the road in Europe and more than 1.000 in the USA. According to the International Energy Agency (IEA), by 2020 there will be ~520.000 FCEV in circulation in the world, of which ~350.000 in Europe<sup>4</sup>.

To nurture the use of the FCEV 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. One of these expectations, and in fact absolute needs as far as commercial operations are concerned, relates to the ability to measure accurately the amount of hydrogen dispensed.

Currently, HRS are able to measure hydrogen to within a 5% margin of error approximately. However, the recommendation is achieve lower margins of error. Specifically, OIML R-139 recommends that “ (...) *the maximum permissible errors on mass indications, positive or negative at type evaluation, initial verification and subsequent verification, are equal to:*

- *for the meter: 1 % of the measured quantity;*
- *for the complete measuring system: 1.5 % of the measured quantity.*

*Note: National Authorities may decide whether subsequent verifications should be conducted and whether a different maximum permissible error should be applied for subsequent verification.”*<sup>5</sup>

While this level of accuracy is not reached in operating HRS, several companies are working to achieve these levels and it is expected that they will be commercially available soon. However, this situation forces HRS operators to request from the relevant national authorities

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<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*”.

<sup>5</sup> <http://www.fuelcellstandards.com/oilmr139.htm>.

temporary exemptions until technical solutions become available. While in some countries, national authorities are granting such requests, this is not the case everywhere in Europe. For example, in Germany the PTB - the National Metrology Institute of Germany - does not accept these requests, which puts in jeopardy the commercial viability of currently operating and future HRS.

There is an additional need of a suitable methodology for testing and certifying HRS<sup>6</sup> as regards their ability to measure hydrogen accurately according to an agreed upon protocol across Europe. While EU Member States have flexibility on applying different methodologies, it is clear that HRS operators and equipment manufacturers commercialise their products in many EU countries, and the potential to comply with one testing protocol would simplify the permitting process and reduce costs. It should be noted that the ISO Technical Specification 19880-1 takes a first step towards the worldwide standardisation of specifications for HRS<sup>7</sup>.

The missing capabilities are:

1. Flow meter capable of measuring the quantity of H<sub>2</sub> accurately enough
2. HRS capable of ensuring the required level of accuracy
3. Testing equipment capable of certifying flow meters and HRS
4. Harmonised testing protocol in Europe

As mentioned, the first 3 points laid out herein above are already being addressed by a number of companies that are in the process of developing and obtaining certification for next generation flow meters, as well as testing equipment that can be used for certification purposes. A fully harmonised testing protocol at EU level for HRS to enable their certification takes quite some time to develop (several years), and an intermediate solution must be found. This last point is the focus of this procurement.

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

Since its creation, the Fuel Cells and Hydrogen 2 Joint Undertaking (FCH 2 JU) has supported the deployment of FCEV 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 2 JU. Other FCH 2 JU funded projects are addressing the main technical hurdles of HRS: compression systems, modular design, safety, footprint, energy consumption, etc.

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<sup>6</sup> There is also a recognised need to have a similar need for flow meters. However, this aspect falls outside the main scope of this tender

<sup>7</sup> ISO/TS 19880-1:2016 recommends the minimum design characteristics for safety and, where appropriate, for performance of public and non-public fuelling stations that dispense gaseous hydrogen to light duty land vehicles (e.g. Fuel Cell Electric Vehicles).

<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>

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**

The FCH 2 JU would like to contract the services of one or several contractors (working together) to develop an intermediate methodology for the certification and approval of HRS as regards their ability to measure the amount of hydrogen accurately enough.

This methodology must be implemented through a specific testing protocol **that is accepted and used by the appropriate national authorities in all Member States deploying HRS in Europe** and possibly worldwide. Within the duration of the framework contract, **this methodology must be validated through the necessary field tests in operating HRS in Europe.**

The successful tenderer must closely follow the status of the ongoing certification processes elsewhere. In particular, the FCH 2 JU is aware that (i) in Germany there are flow meters and a HRS testing equipment that are undergoing such processes; and (ii) a new project - MetroHyVe EMPIR – will start in June 2017 to address these issues. The availability of certified testing equipment is vital to achieve task 2 (and subsequently task 3).

The tenderer should propose an alternative methodology to speed up certification efforts, in case such certified equipment is not available when needed.

### **2.4. Tasks**

The contractor(s) shall develop a methodology for testing and certifying the accuracy of measurement of the amount of hydrogen in HRS, validate it through the required testing campaign in operating HRS and obtain the agreement from the relevant authorities in Member States deploying HRS to apply this methodology in the near term.

The work is divided into the following tasks:

#### **Task 1. Development of a testing protocol for HRS regarding compliance with OIML R-139**

It is imperative to develop a simplified testing protocol for the approval of HRS. This protocol should bridge the gap between the current situation and the implementation of a fully developed protocol years from now. This testing protocol should count with the active participation of the national institutes for metrology or other similar agencies charged with approval of HRS at Member State level. It should give them a high level of confidence that the flow meters and specially the HRS is compliant with OIML R-139.

The contractor is responsible for:

- Forming a working group or task force with the relevant national institutes, representing a minimum of 3 Member States out of the main countries where HRS are operated
- Coordinating the efforts to develop a testing protocol for the temporary approval of flow meters and HRS

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<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)

- Obtaining agreement from all participants within the first 4 months of the work on said protocol
- Ensuring that this simplified protocol achieves the proper balance for the following requirements:
  - o Cost effectiveness
  - o Confidence in its reliability and its accuracy
  - o Feasible to implement as easily as possible (simplicity of equipment and time)

The indicative duration of this task is up to 4 months.

### **Task 2. Design and implementation of a test campaign**

Following the acceptance of the protocol, this will need to be validated through a series of tests in operating HRS.

The contractor is responsible for:

- Devising a testing campaign with the agreement of the national institutes. This should involve a statistically significant sample of HRS in Europe, representing a minimum of 3 Member States
- Carrying out or supervising (if done through subcontractors) the testing campaign
- Ensuring that the results are shared regularly with all national institutes that participated in the drafting of the protocol and with the FCH 2 JU
- Ensuring a high quality and reliability of results, including demonstrating the necessary replicability.

The indicative duration of this task is 4-6 months.

### **Task 3. Agreement from relevant national authorities/institutes**

Once the testing campaign is finalised, it is imperative that the contractor obtain an agreement from national institutes from as many Member States as possible, with a minimum of 5 new ones in addition to those represented in task 1, to apply the simplified protocol over the next few years until a fully developed protocol is in place.

The contractor is responsible for:

- Contacting all relevant national institutes from EU Member States
- Making them aware of the scope of the work and the details on the simplified protocol, particularly if they were not involved in task 1
- Updating them periodically (about every 2 months during the duration of the task) on the results from the testing campaign
- Convincing them on the need and the added value of the proposed approach
- Ensuring a formal agreement is reached

The indicative duration of this task is 2-3 months.

Tasks 2 and 3 need not follow on from each other in a purely sequential manner. Rather, **it is expected that the contractor will devise a work plan that takes into account tasks 2 and 3 taking place in parallel to some degree in order to carry out the work more effectively.**

## **2.5. Intermediate outputs and deliverables**

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

For the first specific contract implementing Tasks 1, there is no intermediate report required.

For the second specific contract implementing Tasks 2 and 3:

- 1<sup>st</sup> interim report is due at the end of the second month of work from the beginning of the contract. This report shall:
  - Detail the first set of results from the testing campaign, and assess them
  - Explain the progress made on achieving an agreement to implement the protocol, including the specific steps taken, the obstacles encountered to that point and the measures taken to overcome them.

## **2.6. Final output and deliverable**

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

For the first specific contract implementing Tasks 1:

- The final report is due at the end of the specific contract. This report shall:
  - Provide a detailed description of all subtasks performed and explain the conclusions of Task 1 in full, including the potential changes that may have been added following the results of the testing campaign
  - State the meetings that have taken place up to that point with national institutes to develop the protocol, with specific scope and outcome for each
  - Specify the testing protocol that has been agreed to.
  - Detail the testing campaign to be done: HRS locations, dates, resources, supply of data, etc...
  - Explain status of engagement and agreement with national institutes and likelihood of implementation after the work is finished.

For the second specific contract implementing Tasks 2 and 3:

- Provide a detailed description of the results of the testing campaign in Task 2 and in a format usable by the FCH 2 JU
- State the level of agreement reached on the implementation of the protocol for the next few years amongst the national institutes in EU Member States for the approval of HRS, and how it was reached. Reasons for not agreeing with the implementation of the protocol should also be given, in case there are such instances.
- the contractor shall build and provide to the FCH 2 JU a database with the data sets from the testing campaign.

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

The contractor must deliver the deliverables as indicated below.

### **3.1. Content**

#### **3.1.1. Final reports**

The final reports for each specific contract 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.”*

#### **3.1.2. Publishable executive summary**

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

- 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 Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’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 500.000; 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 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 regulatory or permitting issues regarding refuelling stations.

**Evidence A1:** the tenderer must provide references for 3 projects/studies 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/French.

**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 at least € 200,000.00, with experience in management of team of at least 2 persons.

**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/French.

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

**B3 - Expert in Regulations, Codes and Standards:** Relevant higher education degree or equivalent professional experience and at least 3 years' professional experience in the field of RCS.

**Evidence:** CV

**B4 - Team for refuelling tests:** collectively the team should have knowledge of the following EU languages – English, French, German, and proven experience of at least 3 years regarding the day-to-day operation of hydrogen refuelling stations.

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

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

### **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 (36 points – minimum score 50%)**

Sub-criterion 1.1 (9 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 (9 points – minimum score 50%):

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

Sub-criterion 1.3 (9 points – minimum score 50%):

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

Sub-criterion 1.4 (9 points – minimum score 50%):

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

- **Quality of the proposed methodology (36 points - minimum score 50%)**

Sub-criterion 2.1 (6 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 (6 points – minimum score 50%)

- Clearly defines scope, milestones and deliverables of work done

Sub-criterion 2.4 (6 points – minimum score 50%):

- Clearly articulates approach/methodology to achieve objectives

Sub-criterion 2.5 (6 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 (6 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 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	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	*	40 %	+	total quality score (out of 100) for all award criteria of tender X	*	60%
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**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:

<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:	<input type="checkbox"/>	<input type="checkbox"/>
<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>	<input type="checkbox"/>	<input type="checkbox"/>
<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>	<input type="checkbox"/>	<input type="checkbox"/>
<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>		
<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>	<input type="checkbox"/>	<input type="checkbox"/>

(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(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: 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;	<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>		
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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
<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]

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<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,

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<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.