



**Invitation to tender ENER C2/2014-642 for a supply contract regarding  
Support to R&D strategy in the area of SET Plan activities in smart grids and  
energy storage**

**Contract notice in OJEU S [268970 of 07/08/2014]**

**QUESTIONS & ANSWERS**

**Latest update [18/9/2014]**

**Question 1:**

On internal review we feel that we are unable to work with the commercial terms, as described in Article I.4 – Payment Arrangements. I am writing to you to enquire if there is any flexibility there to change these Payment arrangements.

Being an SME, it will be very difficult for us to manage the cash flow for the first year until the first payment is received. We are hoping that the commission would consider changing the payment arrangements to three payments instead of one - one on appointment, one at end of Y1 and one at end of Y2.

**Answer 1:**

"At this moment, we are not considering a change to the payment conditions.

The contractor will be entitled to an interim payment of 50% of the price agreed in the contract after one year, beginning with the entry into force of the contract.

Potential tenderers are, in order to better suit the financing conditions, and (if needed) in order to comply with the selection criteria as described in paragraph 2.3 of the Tender Specification, entitled to establish a consortium and/or engage sub-contractors. Please see paragraphs 1.3 and 1.4 of the Tender Specifications."

**Question 2:**

Due to summer holidays, we faced some difficulties in convincing our partners and obtaining the requested information.

In order to prepare a high-quality technical and financial proposition, we would thank you if you could accept to extend the deadline to 15th October 2014.

**Answer 2:**

"It is not possible to extend the deadline for an already published tender specification due to summer holidays"

**Question 3:**

In the context of the call for tender N° ENER C2/2014-642, we would like to ask the Contracting Authority to clarify the specifications of the service contract on the following point:

Foot note 3 on page 10 of the tender specifications writes: “Energy storage as specified in Horizon 2020 Energy work programme 2014-15 p 59, **but excluding battery storage** which will be dealt with in a separate tender”.

There are already large scale projects in Europe of grid connected battery systems (see for instance

[http://www.terna.it/default/home\\_en/the\\_company/about\\_terna/Terna\\_Storage\\_en.aspx](http://www.terna.it/default/home_en/the_company/about_terna/Terna_Storage_en.aspx)).

Does the footnote mean that such solutions involving batteries are not in the scope of the work to be performed by the service providers which include a 10-year R&I road mapping of grid connected storage solutions?

**Answer 3:**

It is clear that such projects, when realized affect operation and planning of smartgrids. The impact of such projects may be taken into account e.g. to assess the market needs for other types of grid connected energy storage technologies (e.g. pumped hydropower storage, heat). It should be done in a technology agnostic way. The battery related Research and Innovation aspects do not need to be addressed.

**Question 4.1:**

Could the Contracting Authority clarify whether the transfer of Intellectual Property Rights as set forth in article II.10.2 of the service contract is exclusive, meaning that the Contractors would only be allowed to re-use the results delivered in the performance of the service contract following prior agreement of/authorization from the Contracting Authority ? Or should the service contract be interpreted as allowing as such re-use by Contractors of the delivered results?

**Answer 4.1:**

Pursuant to Article II.10.2, the Commission owns the results as from the moment of their acceptance. In principle, the reuse of Commission documents is free. There are however some exceptions (e.g. confidential data, software, documents covered by industrial property rights) and conditions may apply: the obligation for the reuser to acknowledge the source, not to distort the original meaning or message of the documents, the non-liability of the Commission for any consequence stemming from the reuse.

**Question 4.2:**

If the provisions of the service contract do not allow re-use of the delivered results by the Contractors, could the Contracting Authority confirm that it shall agree/authorize Contractors requesting it to re-use the delivered results to comply with specific legal obligations imposed to them, such as article 8.3 (a) and article 9(2) of Regulation (EC) No 714/2009?

**Answer 4.2:**

Please see the answer 4.1.