

FREQUENTLY ASKED QUESTIONS

Invitation to tender N°ENER C2/2015-410 for a contract regarding Support to R&D strategy in the area of SET Plan activities for battery based energy storage contract notice in OJEU 2015/S 115-207548 of 17/06/2015

Last update: 28/07/2015

Question 1: Do the liability requirements at Article II.3.3 of the Service Contract prevent tenderers from submitting a bid if the organisation's statutes require to limit its liability (insofar as it can in law) to the value of the contract, whereas Article II.3.3 currently limits liability to three times the value of the contract.

Can this article of the service contract be modified?

Answer 1: In the case of an open call for tenders, it is not possible to modify the terms of the contract, including the clauses on the responsibility of contractor(s) vis-à-vis the European Union. Please refer to point 6 of the invitation to tender.

The responsibility clause vis-à-vis the European Commission will apply to contractor, or, in the case of a joint tender, contractors, but not to sub-contractors for whom the contractor(s) are fully responsible.

The contractors (and sub-contractors) might agree on a different division of responsibility among themselves. However, this different agreement would not be valid vis-à-vis the European Commission.

Question 2: There are recent technology trends in the battery industry to hybridize battery systems: for instance, Advanced Lead-Acid batteries will integrate super capacitors. Should the technology scope assumptions of the RD&D roadmap encompass battery hybridization options?

Answer 2: The section 3.2 states that: 'The battery should be the primary energy storage component in the system' and with the footnote 'in general, other energy storage technologies than batteries are dealt with in the service contract ENER C2 2014-642, Grid+Storage'. As the battery is identified as the primary energy storage component it also means that there could be other energy storage components in the system. So the technology scope encompass battery hybridisation options to the extent that they are not covered in the contract ENER C2 2014-642.

Question 3: Our proposed road-mapping process involves interactions with TSOs and DSOs associations for the end use of batteries: yet, one must be aware of the expected impacts of second-hand uses of batteries coming from electric vehicles and the interplay of uses between EV batteries and home batteries, as mentioned in the tender call: can industry

associations be called for joining our efforts to shape the data inputs from such adjacent massive battery uses?

Answer 3: The projects scope and associated activities make references to such interplay between EV and home batteries, e.g. the scope description in section 3.2.: *"The scope includes all types of stationary rechargeable batteries ..., including the necessary systems for, safety and final disposal/recycling"* in addition regarding activities under 3.4 3 *"To the extent necessary, outcomes of projects on e.g. automotive batteries, battery recycling or new materials for batteries should be taken into account"* and furthermore on the activities on improved European industrial capacity 3.4 5 *"To the extent that there are synergies between the battery systems defined in the scope of this tender and e.g. automotive batteries the contractors may propose measures under these activities that cover a wider range of batteries. This would also include secondary use of automotive batteries and recycling."* It is up to the tenderers how they will address these aspects and whether this should be done by involving the relevant organisations as contractors, subcontractors, letter of intent or other. In this regard we draw your attention to the award criteria in section 2.4. where, e.g. the tenderer's methodology and approach for stakeholder involvement and consultation will be assessed.

Question 4: In 3.4, p. 15 of the Tender Specifications it is said that the Contractor should build a web tool for best practice battery storage solutions "designed in a way that is the most practically informative for policy makers, utilities and citizens."

Could you please specify the requirements for this tool? Which specific features are expected? Who will be declared as creator and/or owner of the tool? Shall it be published on a website of the EC?

Answer 4: We expect that tenderers propose creative yet practical suggestions, enabling to achieve the objectives of the tender, as described in paragraphs 3.2 and 3.3 of the Tender Specifications.

The proposed solutions will be evaluated under award criterion 2, *Quality of the proposed methodology*, according to paragraph 2.4 of the Tender Specifications.

The EU will be owner of the tool, as of all the deliverables and reports to be produced under the contract.

The creatorship of the person who created the solution will not be affected, but the economic rights will belong to the European Union in accordance with article I.8.1 of the contract – *"Whereby the Union acquires ownership"*

For the publishing of the deliverables, please refer to article I.8.1 (b) of the contract.

Question 5: In 3.5, p. 18 of the Tender Specifications it is said that: “Every year the contractor and the Commission will discuss possible technical amendments to the work plan in order to address changing needs and new developments. None of these changes will have financial implications.”

We would like to know, how the decision about changes to the work plan will be made. Could you please specify the term “every year”?

Does this sentence imply that the Commission could extend the scope significantly at their discretion?

Answer 5: Requirements may change due to various factors as mentioned in the tender specifications quoted (*force majeure*). Therefore, changes in the work plan might be necessary or unavoidable. Every year means after every 12 months after the start of the contract.

As by the quote, *"none of the changes will have financial implications"*. Hence, neither the scope nor the objectives of the tender will change.

Question 6: A fundamental question about the scope of Task 5: Does this task really include "industrial implementation" of proposed technological measures? Or does it instead envision only concepts on how to implement the soft measure (developed solutions) together with the stakeholders?

Answer 6: No, the task does not include actual industrial implementation, but the tenderer must be able to prove that the proposed measures will work in practice. The more precise, more credible or well proven is the practical aspect of the measure, the higher would be the tenderer's score under award criterion 1.

Question 7: Clarification about the independence of consortium members concerning the potential conflict of interest resulting from their involvement in some of the past projects that are required to be analysed in Task 3: As the terms of reference (p.14) call for “a balanced and independent view on the technology options”, should we understand that the involvement of the team members of a consortium in one of these past projects to be examined can risk potential bias towards those projects thus impacting the recommendations about measures in Task 5?

Answer 7: The Commission requests that the tenderer has a balanced and independent approach to all tasks.

The tenderer has two main obligations: to inform the Commission of any risk of conflict of interest, e.g. a potential team member has previously worked for a project to be evaluated under the new invitation to tender. In addition, the tenderer must take measures to avoid the potential conflict of interest to actually occur – these measures have to be described in the tender, e.g. change of a team member, clear and actual segregation of functions in the team, etc.

It is up to the Commission to decide, whether the measures have been sufficient.

Please see also Annex II of the Tender Specification (declaration of honour), points (g) and (h).

Question 8: Clarification about the number of minimum workshops to be carried out in Task 1 last paragraph (page 13 of ToR): “The processes should be described in a deliverable contributing to the implementation plan and another deliverable contributing to the 10 year roadmap. The process for preparing each of them should involve at least one workshop in Brussels i.e. a minimum of 3 workshops”.

There are mainly two activities to be performed, so shouldn't the minimum number of workshops be 2 rather than 3?

Answer 8: The tender specifications read: "a minimum of 3 workshops"; this has to be interpreted as 3 or more workshops until consensus between experts is achieved.

Question 9: Clarification on Task 3 (page 14 of ToR) about the scope of stationary batteries. The terms of reference specifies “Mapping exercises of grid, storage integration and non-battery based energy storage projects should be taken into account to ensure appropriate mapping of hybrid storage systems and projects where stationary batteries are only partially included in the scope”. What does it mean "only partially included"? Do you mean where stationary batteries do not have primary importance? What would "fully included" mean/imply? A bit more explanation on this sentence would be appreciated.

Answer 9: Hybrid systems use different technologies with different properties so as to optimise the costs, the service, the reliability, the security, the performance, and many more parameters like the surroundings, the local market, the legislation the regulation, the customer acceptance, etc. The tenderers should find and propose an optimal balance for their analyses between hybrid and "traditional" systems.

The proportionate approach to projects involving hybridisation would raise the tenderer's score under award criterion 1.