

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: 15/07/2015

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.