



# **TENDER SPECIFICATIONS**

**Invitation to tender n° FCH JU-2011Negotiated  
procedure**

**Subject of the tender: "Leasing (Availability) of a Hydrogen  
powered Fuel Cell cars for the Fuel Cells and Hydrogen Joint  
undertaking"**

## **Introduction**

**The Fuel Cells and Hydrogen Joint Undertaking (FCH 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-clean energy system.**

The three members of the FCH JU are the European Commission, fuel cell and hydrogen industries represented by the New Industry Grouping and the research community represented by the Research grouping.

The FCH JU is a unique organisation because of its diverse and complementary composition (Industry, Research, European Union represented by the Commission); its unique mission in the Fuel Cells and Hydrogen debate; and global reach. Long-term and focused, it support European, national, regional and local activities. It therefore has the opportunity to become *the* authoritative European voice on Fuel Cells and Hydrogen.

**For more information:** <http://www.fch-ju.eu/>

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. They will allow renewable energy technology to be applied to transport, facilitate distributed power generation, and help Europe cope with the intermittent character of renewables such as wind power. Established in May 2008, the objective of the FCH JU is to bring these benefits to Europeans through a concentrated effort from all sectors.

The FCH JU supports long-term and breakthrough-orientated research, research and technological development, as well as demonstration and support actions, including pre-normative research, following open and competitive calls for project proposals.

**In order to promote FCH technologies towards EU policy makers and citizens, the FCH JU would like to have a Hydrogen fuel cell car available for testing by Members of the European Parliament, Commissioners, EU Officials and other policy makers at their convenient time and therefore consider it appropriate to lease one vehicle for a duration of about/minimum 6 months.**

## **1-SERVICES REQUESTED:**

The FCH JU wishes to lease a hydrogen fuel cell car to be used in Brussels and Belgium.

The objective is to experiment driving a hydrogen fuel cell car and discover its reliability, performance and the progress made in this type of new vehicles powertrain or for any demonstration opportunity FCH JU could consider necessary.

### **Warning**

**The FCH JU is fully aware that leasing a FCH car is not similar to leasing an ordinary vehicle. For numerous reasons, it is a complex task: potential contractors only have a (very) limited number of vehicles, they may not be able to dedicate 100% of the use of a vehicle to FCH JU, they may not have a specialised technical and maintenance permanently located team in Belgium, etc.**

**The requirements below describe what would constitute optimal services. FCH JU is nevertheless aware that applicants may not be able to fully comply with them. This should not prevent them from applying. In evaluating the proposals received, the FCH JU will assess which offer(s) come(s) the closest to the “optimal services”.**

### **Uses of the car:**

- FCH JU would like to have the car at its full disposal and the FCH JU staff should be able to use the car at their convenience. That car could be used for demonstration activities. Therefore when the car is used by non FCH JU staff (e.g. European policy makers), users should be able to drive the car independently with or without a representative of the FCH JU. The insurance shall cover all the aspects related to this specific use of the car.
- The service offered should include introduction material for the FCH JU staff and other users to properly understand the FCH technology, including a practical guide for the use of the car (e.g. driving the car, refilling procedure, safety concerns,...)
- Examples of planned events where the FCH JU would like put the car at the disposal of EU policy makers include:

Confirmed actions/requests for FCH vehicle demonstration and usage		
Date	Activity	Location
22 Sept 2011	H2 station opening	Brussels
29 & 30 Sept 2011	EU high level meeting	Italy
3 to 6 Oct 2011	Parliament Exhibition	Brussels
22 Nov 2011	EU High level meeting	Netherlands
22 & 23 Nov 2011	FCH JU Stakeholders General Assembly	Brussels
Other events are likely to be organised		

- Beyond these highly visible events, FCH JU will use its close connection with other EU institutions to offer individual Members of Parliament and other Policy makers the opportunity to experiment driving a FCH car at their convenient time (evenings, weekends,...).

### Hydrogen refilling:

Tenderers are not required to provide a refilling service. Indeed the FCH JU will have access to a 350 bars refilling station on private grounds. However, the selected contractor will be required to provide the refilling technical specifications in order to prepare the appropriate communication protocol between the car and the refilling station.

### Insurance:

The contractor service should ideally provide an "Omnium package" including civil liability insurance for all drivers, fire, material damages and theft and all the other special provisions required by the specificity of the FCH car technology.

### Assistance:

The service should ideally include

- Remote monitoring of the car by the owner if required.
- In case of defect, a road assistance programme to bring the car to secure location and the driver home; technical assistance in the shortest period of time (ideally within 1 week).  
The possibility to benefit from a backup car is considered as an advantage.

## **2- CONTRACTUAL OBLIGATIONS**

The contract will be a bilateral contract between the FCH JU and the winning tenderer which is expected to be the car owner or its representative or possibly a leasing company. In drawing up the tender, the tenderer should bear in mind the provisions of template contract attached to these Specifications.

The Contractor shall be bound by the provisions of Directive 95/46/EC of the European Parliament and of the Council of 24/10/1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The contractor must perform this contract to the highest professional standards.

The contractor will have the sole responsibility for complying with all legal obligations incumbent on him, notably those arising from employment law, tax law and social legislation.

## **4- DURATION OF THE CONTRACT**

The contract shall last for a period of 6 months. With the agreement of both parties it can be prolonged for an additional 6 months. Nonetheless, the car must not necessarily be available 100% of the time during the contract. Upon a justified request, the FCH JU may agree to give back the car for a short period of time.

The lease of the car is expected to start by 15 September 2011.

## 5- PRICE

The price for the tender must be quoted in euro.

The price should be expressed in the form of a monthly rate which consists of a fixed amount, not subject to revision and including all charges incurred directly or indirectly by the contractor.

Prices should be quoted free of all duties, taxes and other charges, including VAT, as the FCH JU is exempt from such charges under the Protocol on the privileges and immunities of the European Union; the amount of VAT should be shown separately.

The total price for the services for a period of 6 months cannot exceed **25 000 EUR** (including insurance and the other measures requested).

## 6- LEGAL SITUATION OF THE TENDERER/ EXCLUSION CRITERIA

Tenderers shall be excluded from participation in the present procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities financial interests;
- f) Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations. Tenderers shall be excluded from awarding if during the present procurement procedure:
- g) they are subject to a conflict of interest;
- h) they are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

**In their tenders, tenderers shall provide a declaration on their honour (based on the Model attached), duly signed and dated, stating that they are not in one of the situations listed above.** The FCH JU has the right to verify all information contained in the declaration by requiring further the documents. The tenderer is also aware of the possible consequences that may arise from any false declaration in providing the information required by the awarding authority in order to take part in the contract.

## 7- SELECTION CRITERIA

The tenderer has to have the necessary technical, professional, economic and financial capacity to execute the contract.

## 8. AWARD CRITERIA AND AWARD OF THE CONTRACT

The selection of the proposals will be based on the quality/price ratio where quality and price will have the same weighting. The following formula shall be used:

$\text{Score for proposal X} = \frac{\text{Cheapest price}}{\text{Price of candidate}} * 40 + \frac{\text{Q of candidate}}{\text{Q of best candidate}} * 60$
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The quality of the proposal is assessed according to the following criteria (weighing out of a total of 100 points):

- Criteria 1 (35 points) flexibility ( times and conditions) in the use of the car
- Criteria 2 (35 points) technical aspects of the vehicle: level of the technology development, safety, ergonomics, capacity (number of passengers ), driving range
- Criteria 3 (30 points) technical support for the vehicle: maintenance, repair, support & support team availability, repair intervention time, back up vehicle.

The contract will be awarded to the most economically advantageous tender, provided that in the technical evaluation the tender has at least attained 50% of the maximum score in each award criterion and at least 60% of the maximum overall score.

In case the maximum budget (i.e. 25.000 euros) would be enough to finance the lease (availability) of more than one car, the FCH JU may select more than one proposal.

## 9. CLAIMS AGAINST THE FUEL CELLS AND HYDROGEN JOINT UNDERTAKING

The claims against the FCH JU are non-transferable.

## 10. APPLICABLE LAW AND JURISDICTION

Any contract arising from this call for tenders will be governed by the law of Kingdom of Belgium.

Any dispute between the Fuel Cells and Hydrogen Joint Undertaking and the contractor or any claim by one party against another under any contract arising from this call for tenders that cannot be settled by the contracting parties out of court shall be brought before the Brussels Courts.