

# Appendix B

## Additional information

### Open procedure

This appendix contains additional information that the tenderer should note when participating in the tender procedure.

#### **1. ADDITIONAL INFORMATION REGARDING COMMUNICATION AND QUESTIONS FOR THE CONTRACTING AUTHORITY**

As stated in paragraph 3 of the tender specifications, questions must be submitted not later than 24 March 2017.

Questions asked after this deadline will be answered if they are received in time for the contracting authority to provide the information required and communicate the answers not later than six days before expiry of the tender deadline.

Questions received later than six days before the expiry of the tender deadline cannot expect to be answered.

The contracting authority may change the procurement documents. If the contracting authority makes substantial changes to the procurement documents, the deadline for submission of tender stipulated in paragraph 1 of the tender specifications will be extended.

The contracting authority is not permitted to change essential elements of the procurement documents, including the award criteria.

Changes of the procurement documents will be communicated to all via <https://ens.dk/service/aktuelle-udbud>.

#### **2. THE TENDER MUST BE FINAL AND COMPLETE**

The contracting authority is not allowed to negotiate the tenders submitted with the tenderers. The tender should therefore be drafted so that the contract can be entered into without prior negotiations between the tenderer and the contracting authority.

Hence, when filling in/completing the appendices, the tenderer should to the extent possible use wording of legal obligations and not wording such as “this might pertain to ...”, “one might also consider to ...” or “usually is used ...”, “we have often successfully ...”, “one might also envisage ..” or “this might be solved by ...”. Phrasing not suitable for legal obligations may, in the given circumstances, be treated as reservations with ensuring implications, see paragraph 3 below.

It is the responsibility of the tenderer to ensure that the tender is complete and drafted in accordance with the guidelines set out in the procurement documents.

### **3. RESERVATIONS IN THE TENDER**

Reservations to minimum requirements or essential elements in the procurement documents must not be included in the tender. Reservations to minimum requirements or essential elements in the procurement documents will cause the tender to be rejected.

Several reservations to elements of the procurement documents that are not essential may lead to the reservations, overall, constituting a reservation to essential elements.

If the tenderer is uncertain about how to fulfil the descriptions or in case of doubt as to whether a reservation will cause the tender to be rejected, the tenderer is encouraged to submit written questions, see paragraph 3 of the tender specifications.

### **4. CONFIDENTIAL INFORMATION IN THE TENDER**

Documents or information in the tenderer's tender may be covered by the rules on access to documents. This means that competitors etc., can petition for access to tenders submitted. According to the practice of the Danish Complaints Board for Public Procurement (*Klagenævnet for Udbud*), petitions for access to documents from other companies or legal entities also participating in the tender procedure must be granted by the contracting authority, typically after consulting the company or companies or legal entities of which the information is concerning. However, in the assessment of whether to grant access to documents, the contracting authority will include considerations as to whether the entity has asked that part of the tender be treated confidentially and has indicated which information/elements of the tender to be kept confidential.

If the tender contains information or elements which, for business reasons, are desired to be exempted from access to documents, the tenderer is urged to state so in its tender. However, irrespective of the tenderer's requests for confidentiality, the contracting authority will be entitled to and obliged to give right to access to documents to the extent required by law.

### **5. OPENING AND EVALUATION OF TENDERS**

The contracting authority will open the tenders after expiry of the tender deadline.

The tenderers are not authorised to attend the opening of tenders.

After opening the tenders, the contracting authority will initially check whether the tenders comply with the formal requirements of the procurement documents, i.e. whether the tender is conditional. The contracting authority may use the procedure of section 159(5) and (6) of the Danish Public Procurement Act (*udbudsløven*) if the tender does not comply with the formal requirements of the procurement documents.

Regardless of the use of the words "must" or "shall" in the procurement documents, the contracting authority reserves the right to obtain further information within the scope of the above-mentioned provisions.

However, the contracting authority is not obliged to obtain further information or documentation from the tenderers.

The contracting authority may furthermore clarify possible ambiguities in the tenders within the scope of the Danish Public Procurement Act.

The contracting authority will furthermore evaluate whether the tenders are compliant. The tenders will then be evaluated as described in Appendix A. If a tender is not compliant the Danish Energy Agency is entitled to and obliged to disregard the tender.

After deciding on the award of the contract, the contracting authority will notify all tenderers of the award decision. The notification of the tenderers who have submitted a compliant tender but who are not awarded the contract will include a brief statement of the relevant grounds for the decision, including the characteristics and advantages of the successful tender as compared to the unsuccessful tenders, the name of the successful tenderer, plus information about the date of expiry of the stand still period.

## 6. OTHER INFORMATION

The contract is not divided into lots. The different analyses and tasks to be performed by the Supplier are interrelated and would cause a considerable administrative burden and loss of synergies for the contracting authority if the contract should be divided into lots. Additionally, the contract is not dividable as there is not various subjects of contract and a division would neither result in a larger competition nor affect the competition positively. A division of the contract would be meaningless in relation to the market considerations and solving of the task per se.

*Expenses to the preparation of the tender documents etc.*

The tenderer's expenses in connection with the present invitation to tender, including preparation and submission of the tender as well as any subsequent enquiries etc. shall be of no concern to the Danish Energy Agency.

The Danish Energy Agency reserves the right to keep the submitted documents.

The information in the tender documents is the Danish Energy Agency's property.

*Time schedule for the tender:*

Deadline	Activity
28 February 2017	The contract notice is published in TED (Tenders Electronic Daily), i.e. the online version of the "Supplement to the Official Journal" of the EU
24 March 2017	Deadline for submission of questions

<b>7 April 2017</b>	Deadline for submission of tender
<b>Week 20 2017</b>	Expected information of the result of the evaluation
<b>Week 22 2017</b>	Expected contract signing and kick off meeting

The Danish Energy Agency reserves the right to make changes in the time schedule.