

**Conditions for  
tendering procedure for a price  
premium for electricity generated by  
solar PV installations of less than 1  
MW**

1 March 2018

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- Appendix 2.1: Template concerning a demand guarantee [NOT ENCLOSED]

## **1. The contracting authority**

Danish Energy Agency  
Centre for Energy Resources  
Att.:  
Amaliegade 44  
1256 Copenhagen K, Denmark  
Tel.: + 45 33 92 67 00  
CVR no. (business reg. no.): 59 77 87 14  
[www.ens.dk](http://www.ens.dk)

All enquiries, including questions etc., must be submitted electronically during the tendering procedure on the tender portal via the following link:

[\*]

## **2. Regulation of tender for solar PV installations**

The Danish Energy Agency's tendering for solar PV installations and establishment of contract(s) on price premiums for electricity generated by solar PV installations in Denmark are not covered by the Danish Public Procurement Act<sup>1</sup>, the EU Concessions Contracts Directive<sup>2</sup> or the EU Utilities Directive.<sup>3</sup>

The Danish Energy Agency has decided to expose the contract(s) on price premiums to competition. The tendering procedure is therefore subject to the general principles of EU law in the TFEU Treaty<sup>4</sup>, e.g. concerning equal treatment, transparency, proportionality and non-discrimination on the grounds of nationality. Furthermore, the tender procedure will be organised in accordance with Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

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<sup>1</sup> Act no. 1564 of 15 December 2015 implementing Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

<sup>2</sup> Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts, cf. Danish Executive Order no. 1625 of 15 December 2015..

<sup>3</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC, cf. Danish Executive Order no. 1624 of 15 December 2015.

<sup>4</sup> The Treaty on the Functioning of the European Union

The rights and obligations of the Danish Energy Agency and of the winning tenderer under this tendering procedure are described in the contract on price premiums, cf. Appendix 2 to these tender conditions.

### **3. Decision on tender for solar PV installations**

In continuation of their meeting on 26 September 2017, the parties to the energy agreement (Venstre - the Liberal Party of Denmark, Liberal Alliance, the Conservative People's Party, the Danish People's Party, the Social Democratic Party, the Socialist People's Party, the Danish Social-Liberal Party and the Danish Red-Green Alliance) decided to invite tenders for price premiums for electricity generated by solar PV installations and to discontinue the solar photovoltaic power pool for 2017.

A total of DKK 105 million (2017 prices) has been set aside for the tender for solar PV installations.

The press release concerning the tender for solar PV installations is available in Danish on the Danish Energy Agency's website via the following link:

<https://ens.dk/service/aktuelle-udbud/soludbud-anlaeg-under-1-mw>

### **4. The tender documents**

The tender documents consist of:

- These tender specifications, which primarily contain guidelines for preparing tenders and requirements for tenderers etc.
- The templates concerning the tender letter and declarations (Appendix 1), containing: Appendix 1.1 - description of the installations covered by the tender letter and Appendix 1.2 - declaration of intent to provide a demand guarantee (Appendix 1.1 and Appendix 1.2 are to be completed in connection with the submission of tenders).
- Contract on price premium (in the following referred to as 'the contract on price premium'), (Appendix 2), containing: Appendix 2.1 - demand guarantee (not to be filled out upon submission of tenders). Furthermore, after contract establishment, Appendix 1.1, concerning the tender letter will be included as Appendix 2.2 of the contract.

The full tender documents are available via the Danish Energy Agency's website and in the tender portal via the following links:

<https://ens.dk/service/aktuelle-udbud/soludbud-anlaeg-under-1-mw>

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### **5. Content of the tender for solar PV installations**

### *5.1 General*

These tender conditions apply to a tender in 2018 of price premiums for electricity generated by solar PV installations (in the following referred to as 'the tender for solar PV installations') pursuant to [\*] of the Danish Promotion of Renewable Energy Act. The tender for solar PV installations covers new installations of less than 1 MW where work on the project has not yet started, and the tender does not cover solar PV installations grid-connected in self-consumption installations.

Solar PV installations that take part in the tender will be subject to requirements on mutual distance, cf. 5.9 below.

A contract on price premium for electricity generated by solar PV installations provides access to production aid in the form of price premiums for all electricity generated by installations covered by the contract and delivered to the Danish collective electricity supply grid, for 20 years from the date of grid connection.

Installations covered by the contract are considered as connected to the grid from when the installation supplies electricity to the Danish collective electricity supply grid for the first time. Electricity is considered to be delivered to the Danish collective electricity supply grid for the first time when the grid and transmission companies have registered the delivery for the first time in the register of master data (in Danish: stamdataregistret).<sup>5</sup>

The total number of contracts to be issued has not been determined. The intention is to conclude one or several contracts on the basis of the award criterion lowest price premium, cf. clause 6 below, until the total budget of DKK 105 million (2017 prices) has been spent, cf. clause 6.4 below.

### *5.2 Fixed price premium and aid period*

Aid is in the form of a fixed price premium in øre per generated kWh added to the electricity price.

The fixed price premium is provided for electricity generated by installations covered by the contract on price premium, for 20 years from the grid connection, cf. clause 5.1 above.

Aid is paid for the entire amount of actual electricity produced by installations covered by the contract on price premium and delivered to the Danish collective electricity supply grid for 20 years from the grid connection. The actual aid paid will not be affected by the Danish Energy Agency's calculation of budget allocation, cf. clause 6.4 below.

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<sup>5</sup> Cf. Executive Order no. 1729 of 26 November 2017 on control and inspection of payments of price premiums and other support to electric power generating plants etc.

Irrespective of the above, price premiums will not be granted for production during hours when the spot price for electricity is not positive. The spot price for electricity is the hourly price per kWh on the spot market for the relevant area (DK1 or DK2) stated by the Nordic Electricity Exchange, NordPool.

### *5.3 Projects at an advanced stage (late bidding)*

Prior to submission of tenders, tenderers are responsible for finding a suitable location for the installations covered by the tender and for obtaining all relevant permissions, approvals and possible dispensations for the establishment of the installations.

Tenderers who wish to bid for a fixed price premium for electricity generated by solar PV installations must submit with their tender a copy of an approved local development plan, including an EIA screening, dispensation and/or rural zone permit. For solar PV installations not subject to a requirement for an approved local development plan, including an EIA screening, dispensation and/or rural zone permit, the tenderer must submit with the tender a declaration from the municipal board or from the tenderer itself that there is no requirement for approval, dispensation or other authorisations under the Danish Planning Act and/or other relevant legislation.

### *5.4 Obligation to construct projects and connect them to the grid, and extension of the time limit for grid connection*

#### *5.4.1 Obligation to construct projects and connect them to the grid*

A winning tenderer is obligated to construct the solar PV installation(s) covered by the contract and to ensure the installation(s) are connected to the grid. Solar PV installations covered by the contract must be constructed on the geographical location stated in the tender from the winning tenderer.

Within two years of signing the contract, a winning tenderer must have connected to the grid solar PV installations covered by the contract, cf., however, clause 5.4.2 below on extending the time limit for grid connection.

The obligation to connect to the grid will be considered met when 95% of the installed capacity covered by the contract has been connected to the grid, cf. clause 5.1 above.

Payment of grid connection costs will be in accordance with the current regulations in force at any time.

#### *5.4.2 Extension of the time limit for grid connection*

A winning tenderer is entitled to an extension of the time limit for grid connection of the installations covered by the contract in the event of a delay caused by one or more of the following circumstances:

1. Circumstances relating to the Danish Energy Agency.

2. Circumstances arising for which the winning tenderer is without fault and over which the winning tenderer has no control, for example war, extraordinary natural events, fire, strikes, lockout or malicious damage.
3. Precipitation, low temperatures, strong winds or other weather conditions preventing or delaying work, where such weather conditions occur to a significantly greater extent than usual for the season and area in question.
4. Public orders or bans which are not caused by circumstances attributable to the winning tenderer.
5. Decisions by a board of appeal, or by another similar appeals body, to stay proceedings in connection with an appeal regarding an approved local development plan, dispensation from an approved local development plan/rural zone permit, rural zone permit, an EIA screening, an EIA approval, a construction licence or building permit, etc.
6. The winning tenderer does not obtain the required permits, dispensations and approvals from the authorities, although the winning tenderer has applied for such permits and approvals from the relevant authorities more than one year before the obligation to construct the project and connect it to the grid takes effect, cf. clause 5.4.1 above.
7. The grid company or the transmission company is not ready to connect the solar PV installations to the Danish collective electricity supply grid with their full capacity before the time limit for grid connection, cf. clause 5.4.1 above, because the winning tenderer has not been able to obtain the required permits, dispensations and approvals from the authorities although the winning tenderer has applied for such permits and approvals from the relevant authorities more than one year before the obligation to construct the project and connect it to the grid takes effect, cf. clause 5.4.1 above.
8. The grid company or the transmission company is not ready to connect the solar PV installation to the Danish collective electricity supply grid with their full capacity before the time limit for grid connection, and the winning tenderer has entered into an agreement on grid connection of the solar PV installation no later than 12 months before expiry of the time limit for grid connection, cf. clause 5.4.1.

The extension of the time limit will correspond to the actual delay caused by conditions in 5.4.2 claimed by the tenderer. If a winning tenderer considers that it is entitled to an extension of the time limit, the tenderer must immediately, and in writing, make a request for consent for an extension from the Danish Energy Agency. In connection with the request, the winning tenderer must document that the delay was caused by the circumstances claimed, and that the delay could not reasonably be avoided or limited.

However, irrespective of the above, price premiums will not be paid after 23 years from signing a contract on price premium. If a solar PV installation covered by a contract is

connected to the grid later than three years after establishment of the contract, irrespective of the reason, the period with price premiums will be reduced proportionately with the delay exceeding the three years.

## 5.5 Retention penalty and guarantees

### 5.5.1 Retention penalty

The right to price premium will lapse and a retention penalty (a contractual penalty) will be immediately payable upon demand:

- if, after the establishment of a contract on price premium for electricity generated by installations covered by the contract, a winning tenderer notifies the Danish Energy Agency in writing that, irrespective of the reason, it will not or cannot establish and/or connect to the grid installations covered by the contract;
- if the circumstances show that the winning tenderer will not or cannot establish and/or connect to the grid installations covered by the contract, cf., however, clause 5.4.2 on extending the time limit for grid connection; and
- if solar PV installations covered by the contract have not been connected to the grid by no later than two years after signing the contract, cf., however, clause 5.4.2 on extending the time limit for grid connection.

If one or more of the above conditions exclusively relates to part of the installed capacity covered by the contract, the retention penalty will be calculated proportionally.

The retention penalty depends on the size of the individual winning project and will be calculated as DKK 170 per MWh on the basis of the stated capacity in the tender and the Danish Energy Agency's estimated full-load hours per year for solar PV installations.

The size of the retention penalty for the individual winning project will therefore be calculated using the following formula, rounded to the nearest thousand:

$$\text{Retention penalty} = \text{capacity} * \text{full – load hours per year} * \text{DKK 170/MWh}$$

Tenderers will be requested to indicate MWp, which is the DC capacity of the photovoltaic panels used.

The calculation of the retention penalty will use the same number of full-load hours per year as the calculation of the budgetary allocation, cf. clause 6.4 below:

Solar PV<sup>6</sup>: 1,155 full-load hours per year.

Example:

For a contract on price premium with a capacity of 0.75 MWp, the retention penalty will amount to DKK 147,000.

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<sup>6</sup> Corresponding to full-load hours in the Danish Energy Agency's most recent technology catalogue, adjusted upwards with 10 %.



#### *5.5.3 Declaration of intent to provide a demand guarantee*

The tenderer must submit with the tender a declaration of intent, cf. Appendix 1.2, in Danish or English from a financial institution stating that said institution will provide a demand guarantee toward the Danish Energy Agency corresponding to the amount of the retention penalty. The tenderer must use the Danish or English template enclosed as Appendix 1.2. with the tender letter. The Danish version of Appendix 1.2 and the English version of Appendix 1.2 have equal status and have the same validity.

#### *5.5.4 Demand guarantee*

Immediately prior to signing the contract on a price premium, the tenderer must provide a demand guarantee in Danish or English from a financial institution for an amount corresponding to the size of the retention penalty. The tenderer must use the Danish or English template enclosed with the contract as Appendix 2.1. The Danish version of Appendix 1.2 and the English version of Appendix 1.2 have equal status and have the same validity.

If a winning tenderer is awarded several contracts on price premiums, security for the retention penalty must be provided for each of the contracts.

#### *5.5.5 Lapse of the demand guarantee*

The obligation to provide a guarantee will lapse when 95% of the installed capacity covered by the contract has been connected to the grid. Grid connection will be considered to have taken place as described in clause 5.1. above.

#### *5.6 Joint and several liability*

If the Danish Energy Agency establishes a contract on price premium with a consortium, all members of the consortium will be jointly and severally liable for all obligations covered by the contract.

If the tenderer is an undertaking that has not yet been established, the establishing undertakings will have to assume joint and several liability with the tenderer on the date of conclusion of the contract.

Any claim arising pursuant to the contract may therefore be directed towards 1) any of the participants in the consortium, and 2) any of the establishing undertakings in situations in which the tenderer is an undertaking that has not yet been established.

Joint and several liability will only be enforced to the extent that the winning tenderer is in breach of the contract on price premium and if such a breach is not remediated by the winning tenderer on demand from the Danish Energy Agency. Joint and several liability only applies to claims by the Danish Energy Agency.

#### *5.7 The capacity of installations and their mutual distance from each other*

Installations covered by a tender must have an installed capacity of less than 1 MW. Installations with a joint connection to the Danish electricity supply grid are understood as a single installation.

Winning solar PV installations in the tendering procedure for solar PV installations must be placed at a mutual distance of at least 500 meters from each other, cf. clause [6] below. The distance will be measured as the distance from the points where the installations are closest to each other according to their location stated in Appendix 1.1.

## **6. Award criterion, ranking, flexibility mechanism and budget allocation**

### *6.1 Award criterion*

Within the budget framework mentioned in 6.4, the Danish Energy Agency will enter into contract(s) on price premium(s) for electricity generated by installations covered by the winning tender on the basis of the award criterion **lowest price premium**, which will be assessed as follows:

- **The amount of the offered price premium in øre per kWh for electricity production for 20 years from grid connection**

Tenders above 15.00 øre per kWh will not be accepted.

### *6.2 Ranking*

A contract on price premiums will be awarded to one or more tenderers that submit a tender with the lowest price premium in accordance with the price premium offered in each of the accepted tenders, and which can be contained within the budget, cf. clause 6.4 below. Each contract will therefore contain the price premium, expressed as øre per kWh, at which price the winning tenderer, through its tender, has offered to establish the installations covered by the contract (pay as bid).

The price premium offered is to be a fixed øre amount (constant in current prices) and will not be indexed. The size of the price premium is to be stated as an amount in øre per kWh with max. 2 decimal places.

If several tenders contain the same price premium, the tenders in question will be ranked according to the capacity offered in kWp, from the largest to the smallest.

If several tenders, each of which can be contained within the budget, contain the same price premium and offer the same capacity, the tenders in question will be ranked through drawing lots to the extent that it is not possible to award a contract to all of them within the budget framework.

If two tenders concern installations with a mutual distance from each other of less than 500 meters, only the tender containing the lowest price premium will be awarded a contract. If two tenders concern installations with a mutual distance from each other of less than 500 meters and with the same price premium, a contract can only be awarded to the tender that concerns the largest capacity in kWp. If two tenders concern installations with a mutual distance from each other of less than 500 meters that have the same capacity in kWp, and if the tenders contain the same price premium, a contract on price premiums will be awarded through drawing lots.

### 6.3 Flexibility mechanism

If the marginal tender<sup>7</sup> exceeds the budget of the tendering round, the Danish Energy Agency will offer the tenderer the opportunity to scale down the project to a size that can be contained within the remaining budget but at the price premium originally offered.

If the tenderer does not want to deliver the project in question in accordance with the remaining budget and there are no other tenders with the *same* price premium as the marginal tender and which can be supported within the framework of the remaining budget, the remaining budget will not be used.

If the tenderer does not want to deliver the project in question in accordance with the remaining budget and there are other tenders with the same price premium as the marginal tender, these tenders will be considered in the order from highest to lowest expected production. Projects that exceed the budget will be offered the opportunity to scale down the project, while projects that do not exceed the budget will be awarded a contract. This procedure will be used until the total budget has been spent. This rule will *only* be applied if several projects have submitted a bid for the same price premium as the marginal tender.

### 6.4 Budget allocation

The tendering procedure for solar PV installations of less than 1 MW in 2018 has an overall budget of DKK 105 million (2017 prices).

Tenderers are to submit a price premium per kWh and the project's capacity in MWp, which is the DC effect of the photovoltaic panels used.

Expected annual production will be calculated on the basis of the assumed number of full-load hours per year, i.e. the Danish Energy Agency will calculate an expected annual production and aid to be paid and, thus, the share of the budget that is absorbed by the tender.

The aid will be granted to the lowest tenders until the total budget of DKK 105 million (2017 prices) has been spent, cf. however clause 6.3 above.

The budget allocation for the individual project will be calculated using the following formula:

$$\begin{aligned} & \text{Budget absorbed} \\ &= \sum_{year=0}^{year=20} \frac{\text{price premium} * \text{capacity} * \text{full - load hours per year}}{\text{index of consumer prices}_{year}} \end{aligned}$$

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<sup>7</sup> The 'marginal tender' means the tender which, assessed on the basis of the price premium offered, meets the criterion for award of a contract but which will lead to the Danish Energy Agency's total budget framework being exceeded.

The price premium offered and the project's capacity must appear from the individual tender, cf. Appendix 1.1. In connection with the evaluation of tenders, calculations will include the production assumption stated below:

Solar PV: 1,155<sup>8</sup> full-load hours per year.

The calculation of the budget allocation for the individual tender will be based on the assumption that installations covered by the contract will be grid-connected from 1 January 2020. The calculation of the budget allocation is intended for use in deciding the tendering procedure and will not affect the actual aid payment, the date of grid connection or similar.

The index of consumer prices has been projected by the Danish Ministry of Finance. The index is shown in the table below for the individual year:

Table. Index of consumer prices

2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
1	1.0144	1.0306	1.0478	1.0678	1.0885	1.1096	1.1313	1.1539	1.1771	1.2007

2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
1.2246	1.2488	1.2740	1.2996	1.3257	1.3523	1.3793	1.4068	1.4348	1.4633	1.4924

Source: Danish Ministry of Finance, updated 2025 scenario, [August 2017].

### **Example:**

A solar PV project of 0.75 MWp with a tender price of 13.00 øre/kWh (corresponding to DKK 130.0/MWh) will result in a total budget allocation of DKK 1.8 million:

	2019	2020	2021	...	2039
<i>DKK 1.8 mill.</i> =	0	$+$ $\frac{130.0 * 50.0 * [1,155]}{1.0306}$	$+$ $\frac{130.0 * 50.0 * [1,155]}{1.0478}$	$+$ ...	$+$ $\frac{130.0 * 50.0 * [1,155]}{1.4924}$

## **7. Tender, declarations and documentation**

### *7.1 The tender*

A tender must contain one tender price (the price premium offered), which is to be binding for the tenderer.

Tenderers are not entitled to make reservations in their tender, including in respect of the tender documents.

The tender must contain a description of the tenderer. The description must contain

<sup>8</sup> Corresponding to full-load hours in the Danish Energy Agency's most recent technology catalogue, with the addition of 10 %.

the following elements:

The name and address of the tenderer:

- The name of a contact person, if the tenderer is a company
- The registration number of the company, if the tenderer is a company (e.g. CVR no. (business reg. no.))
- The national identification number of the person if the tenderer is a natural person (e.g. CPR no.)
- Telephone number of the tenderer or of a contact person
- Email address of the tenderer or of a contact person.

The tender letter template in Danish or English, cf. Appendix 1, which the tenderer must complete when submitting the tender, is available at the tender portal:

[\*]

Furthermore, the tender must include a description of the installations which the tender concerns, cf. Appendix 1.1 to the tender letter, and a declaration of intent to provide a demand guarantee, cf. Appendix 1.2 to the tender letter.

The description of the installations, cf. Appendix 1.1., must contain the following elements:

- The installed capacity of each installation and all the installations together. The installed capacity is to be stated in whole kW and is the largest active power the installation is constructed to supply continually.
- The DC capacity of the photovoltaic panels used in each installation and all installations combined. The DC capacity should be stated in kWp without decimals.
- The planned geographical location of each installation.

Tenderers may submit a total tender with several installations at different geographical locations or a tender for each installation. Tenderers may submit more than one tender.

All installations covered by a tender must be located in Denmark, including on the Danish continental shelf, except for the Faroe Islands and Greenland.

The tenderer bears the full commercial risk for the kWh price premium offered.

### *7.2 Declarations*

In the tender letter (Appendix 1), the tenderer must declare that:

- 1) it has accommodated any demands to repay aid which, in a previous decision, the European Commission has declared illegal and incompatible with the internal

market;

- 2) it is not an undertaking in difficulty. An undertaking is considered to be in difficulty when, without intervention by the State, it will almost certainly be condemned to going out of business in the short or medium term, as defined in the Communication from the Commission on Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty (2014/C 249/01),
- 3) it will not receive any other aid than the price premium for electricity from installations pursuant to the contract. It should be noted that the provision of guarantee pursuant to the current rules on the guarantee fund in the Danish Promotion of Renewable Energy Act is not considered other aid in this context;<sup>9</sup>
- 4) it does not have unpaid due debt of DKK 100,000 or more to public authorities regarding taxes, duties or contributions to social security schemes pursuant to Danish legislation or legislation in the country in which the tenderer is established<sup>10</sup>; and
- 5) work on the project to construct installations covered by the tender has not started.<sup>11</sup>

### 7.3 Documentation

The tenderer must also submit the following documentation with the tender letter:

- An approved local development plan, including an EIA screening, dispensation and/or rural zone permit, cf. clause 5.3 above. For solar PV installations not subject to a requirement for an approved local development plan, including an EIA screening, dispensation and/or rural zone permit under the Danish Planning Act and/or other relevant legislation, a declaration from the municipal board or the tenderer that there is no requirement for approval, dispensation or other authorisations under the Danish Planning Act and/or other relevant legislation, cf. clause 5.3. above.

### 7.4 Incomplete tenders

Tenders in which the information pursuant to clauses 7.1-7.3 above is missing will not be considered.

## 8. Tender deadline and formal requirements

The deadline for receipt of tenders is

**[[\*] 2018, at 12:00 noon**

<sup>9</sup> Please refer to section 21 of the Promotion of Renewable Energy Act, cf. Consolidating Act no. 1288 of 27 October 2016.

<sup>10</sup> Please refer to the principles in section 135(3) of the Public Procurement Act.

<sup>11</sup> The definition of when a project has been commenced is given in section 5(1), no. 6, of the Promotion of Renewable Energy Act, cf. Consolidating Act no. 1288 of 27 October 2016.

Tenders received after this date and time will not be considered.

A tender must contain:

- a completed and signed template in Danish or in English for the tender letter and declarations (Appendix 1), cf. clause 7.1 above;
- a completed template with a description of installations covered by the tender (Appendix 1.1) in Danish or in English, cf. clause 7.1 above;
- a declaration of intent from a financial institution for the provision of a demand guarantee (Appendix 1.2) in Danish or in English, cf. clause 7.1 above;
- an approved local development plan, including an EIA approval or screening, whatever is relevant, dispensation and/or rural zone permit, construction licence, a declaration from the municipal board or the tenderer itself, cf. clause 7.3 above.

All communication must take place electronically. The tenders are to be submitted via the tender portal, which can be accessed directly from the following link:

[\*]

Tenders cannot be submitted in any other way, including by email.

If the tender portal is down due to technical reasons up to one week before the deadline for the receipt of tenders, the Danish Energy Agency reserves the right to prolong the deadline.

If a tenderer finds parts of the tender material to be unclear, the tenderer is invited to submit substantiated questions concerning this, cf. clause 15 below.

## **9. Language**

The tender, including appendices, must be in Danish or English, cf. Appendix 1.

The Danish Energy Agency has prepared the tender documents in Danish. The tender documents will also be made available in an English translation.

In the event of any discrepancy between the Danish version of the tender conditions, including appendices, and the English translation of the tender conditions, including appendices, the Danish version of the tender conditions, including appendices, prevails, cf., however, clauses 5.7.3 and 5.7.4.

## **10. Award**

When the Danish Energy Agency has assessed whether the tenders received are compliant, and which tenders have the lowest tender prices within the budget framework, the Danish Energy Agency will notify all tenderers of whether their tenders have been accepted. With

regard to tenderers that are not awarded a contract, the notification will also contain a brief account of the relevant grounds for the decision.

The Danish Energy Agency reserves the right to cancel the tendering procedure without awarding contracts if there are objective reasons to do so.

Notification of the award decision to the tenderers does not mean that the contract has been concluded. The contract will not be considered concluded (and the tendering procedure finally completed) until the contract has been signed. The contract cannot be signed until after expiry of a period of ten calendar days calculated from the day after the day when the Danish Energy Agency submitted notifications concerning the award decision.

It is a condition for the Danish Energy Agency's signature to the contract that the guarantee covering the maximum retention penalty has been provided, cf. clause 5.7.4 above.

#### **11. Period of validity and costs of participation**

Tenderers are bound by their tenders until signing of the contract(s), however for no longer than three months from expiry of the deadline for submitting tenders (period of validity).

The tenderer's costs in connection with the tendering procedure, including any costs associated with obtaining the necessary permits and dispensations, are of no concern to the Danish Energy Agency.

#### **12. Processing of tenders**

The Danish Energy Agency will treat all tenders with confidentiality.

However, the Danish Energy Agency reserves the right to publish anonymised statistics about the tendering round.

The Danish Energy Agency is, however, obliged to publish information about the winning price premiums. Furthermore, the Danish Energy Agency may be obliged to grant access to documents pursuant to the rules on access to documents in the Danish Public Information Act, the Danish Public Administration Act and the Act on Environmental Information.

The Danish Energy Agency is not obliged to return tenders to the tenderers.

In the evaluation of the tenders and the other documentation, the Danish Energy Agency reserves the right to use external assistance if necessary.

The Danish Energy Agency considers it important that the tendering procedure creates effective competition between the tenderers and that all tenderers are treated equally.

#### **13. Changes to the composition of the tenderer during the tendering procedure**



Furthermore, as a rule, a tenderer cannot be replaced or supplemented during the tendering procedure with one or more economic operator(s), for instance in order to form a consortium. If a tenderer should nevertheless wish to do so, this requires the prior written consent of the Danish Energy Agency. When deciding if a request for a change is acceptable, the Danish Energy Agency will assess relevant law at the time of the request and the general nature and extent of the change.

#### **14. Checklist**

Has the tenderer enclosed with the tender:

1. A tender letter (Appendix 1) containing:
  - a. a price premium per kWh for 20 years from grid connection;
  - b. a declaration on the obligation to construct and connect to the grid specified installations;
  - c. a solemn declaration that the tenderer does not have unpaid, due debt to public authorities exceeding DKK 100,000.00;
  - d. a solemn declaration that the tenderer has complied with any and each requirement to repay aid which the tenderer may have received and which, in a previous decision, the European Commission has declared illegal and incompatible with the internal market;
  - e. a solemn declaration that the tenderer is not an undertaking in difficulty;
  - f. a solemn declaration that it will not receive other aid for the project covered by the contract, except for any provision of a guarantee pursuant to the current rules on the guarantee fund in the Danish Promotion of Renewable Energy Act; and
  - g. a declaration that the work on the project has not started.
2. A completed template for the description of installations covered by the tender (Appendix 1.1).
3. A declaration of intent to provide a demand guarantee (Appendix 1.2).
4. An approved local development plan, including an EIA screening, dispensation and/or rural zone permit concerning solar PV installations. For solar PV installations not subject to a requirement for an approved local development plan, including an EIA screening, dispensation and/or rural zone permit under the Danish Planning Act and/or other relevant legislation, a declaration from the municipal board or the tenderer that there is no requirement for approval, dispensation or other authorisations under the Danish Planning Act and/or other relevant legislation.

The tender letter must clearly identify the company or the consortium submitting the tender.

#### **15. Questions concerning tender documents**

The tenderer can submit written questions regarding the tender documents. Questions may be submitted in Danish or in English. All answers to questions will be published in Danish as well as in an English translation.

It is essential to the Danish Energy Agency that all tenderers are able to submit relevant tenders within the framework of the tender conditions. All potential tenderers are therefore encouraged to use the opportunity to submit written questions on the tender materials, pointing out conditions which the tenderers find unclear or inappropriate. The Danish Energy Agency reserves the right to make changes to the tender documents during the tendering procedure if this is deemed appropriate in the light of questions received or if it turns out to be necessary due to other reasons. Such changes will however not concern fundamental elements.

Questions should be submitted via the tender portal at the following link:

[\*]

All written questions (anonymised) and answers to these will be published in the tender portal. Direct access to the tender portal is via the following link:

[\*]

Questions received by no later than [date set to three weeks before the deadline for the submission of tenders] will be answered by no later than six days before the deadline for submitting tenders. However, tenderers are encouraged to submit questions well before this date.

Questions that are received later than six days before expiry of the time limit for submitting tenders cannot be expected to be answered.

## **16. Information on the tendering procedure**

All information about the tendering procedure, including answers to questions and any changes to the tender material, will be published at the website of the Danish Energy Agency:

<https://ens.dk/service/aktuelle-udbud/soludbud-anlaeg-under-1-mw>