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100% Renewable Energy Supply in Buildings

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PCP REQUEST FOR TENDERS

procuRE – Pre-commercial Procurement of Breakthrough Solutions for
100% Renewable Energy Supply in Buildings

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Procurers



KSSENA



AMB : Àrea Metropolitana
de Barcelona



NÜRNBERG

enerqaia
AGÊNCIA DE ENERGIA DO SUL
DA ÁREA METROPOLITANA DO PORTO



Municipality of Eilat



Supporting organisations



eurac
research



Abstract

The EU pre-commercial procurement project procuRE is calling for novel approaches to 100% Renewable Energy Supply in Buildings. Six procurers from six countries are providing up to 7.68 million Euros for breakthrough solutions to address the challenges they are facing in providing for 100% Renewable Energy Supply in Buildings.



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REVISION HISTORY

The revision history is kept as one changelog for all documents contained as a separate file in the archive of documents.

PREFACE

This Request for Tenders should be read in conjunction with other documents related to this Pre-Commercial-Procurement (PCP), listed hereunder:

Description	Documents
Central documents on conditions, content and challenge	TD1 Request for Tender (current document) TD2 Challenge Brief (includes Annex A-D) TD2a Challenge Brief - Annex E
Administrative Forms to be filled by tenderers	TD3a Declaration of Honour - Exclusion Criteria TD3b Declaration of Honour - On-off Award Criteria TD4 Power of Attorney
Application Templates to be filled by tenderers	TD5 Tender Application Template – Administrative TD6 Tender Application Template – Technical TD6a Tender Application Template - Technical – KPIs TD7 Tender Application Template - Financial
Contract Templates to be signed by successful contractors	TD8 PCP Framework Agreement TD9 PCP Specific contract for phase I-II-III

The files are ordered chronologically regarding when documents will typically be handled and / or assessed.

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1 General context and background

This procurement is a **pre-commercial procurement (PCP)**.

PCP means that public procurers challenge innovative players on the market, via an open, transparent and competitive process, to develop new solutions for a technologically demanding mid to long-term challenge that is in the public interest and requires new Research and Development (R&D) services.

PCP is characterised by the following **features**:

- Competitive development in phases to identify the solutions offering the best value for money
- Public procurement of R&D services
- Open, transparent, non-discriminatory approach – No large-scale deployments
- Sharing of Intellectual Property Rights (IPR) related risks and benefits under market conditions
- Exemption from EU public procurement directives, the World Trade Organisation (WTO) Government Procurement Agreement (GPA) and EU state aid rules
- Open Market Consultation (OMC)
- EU funding

Competitive development in phases to identify the solutions offering the best value for money

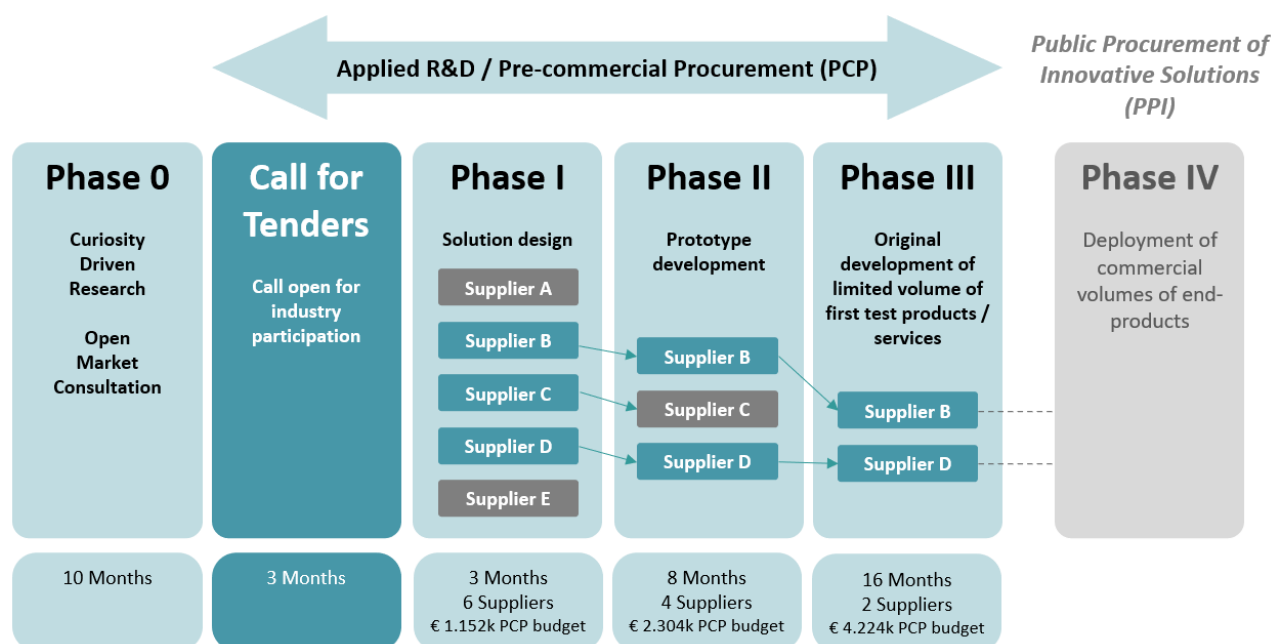
PCP targets situations that require radical innovation or R&D and for which there are typically no solutions on or close to the market yet. Different competing providers may have different ideas for solutions to the problem. As R&D is yet to take place, there is not yet any proof as to which of these potential alternative solutions would best meet customers' needs.

PCP therefore awards R&D contracts to a number of competing contractors at the same time, in order to compare different approaches to solving the problem. It thus offers innovators an opportunity to show how well their solution compares with others. It also allows a first customer test reference to be obtained from countries of the procurers that will test the solutions.

The R&D is split into **three phases** (solution design - Phase I; prototype development- Phase II; and original development of limited volume of first test products / services - Phase III). Evaluations after each phase progressively identify the solutions that offer the best value for money and meet the customers' needs. This phased approach allows successful contractors to improve their offers for the next phase based on lessons learnt and feedback from procurers in the previous phase. Using a phased approach with gradually growing contract sizes per phase also makes it easier for smaller companies to participate in the PCP and enables SMEs to grow their business step-by-step with each phase.

The preparatory Phase 0 has been already carried out including curiosity driven (market) research and a series of Open Market Consultation (OMC) events¹. The OMC outcomes that have informed the tender preparation are presented in Annex of the Challenge Brief (TD2).

¹ Participation in the OMC events is not a prerequisite for submitting a tender for this call

Figure 1. The PCP phases in procuRE


Procurers may or may not decide to follow-up the PCP with a public procurement to deploy the innovative solutions at large scale (PPI).

Public procurement of R&D services

PCP addresses mid to long-term public procurement needs for which either no commercially stable solutions yet exist on the market, or existing solutions exhibit structural shortcomings that require further R&D to resolve. PCP is a way for procurers to trigger the market to develop new solutions that address these shortcomings. PCP focuses on specific identified needs and provides customer feedback to businesses from the early stages of R&D. This improves the likelihood of commercial exploitation of the newly developed solutions.

PCP is explained in the [PCP communication COM/2007/799](#) and the associated [staff working document SEC/2007/1668](#). The R&D services cover research and development activities ranging from solution exploration and design, to prototyping, right through to the original development of a limited set of 'first' products or services in the form of a test series. Original development of a 'first' product or service may include limited production or supply in order to incorporate the results of field-testing and demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards. R&D does not include quantity production or supply to establish the commercial viability or to recover R&D costs.² It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements.

- At least 50% of the contracted R&D services are required to be performed in EU Member States or Horizon 2020 associated countries.
- At least 50% of the contracted R&D services are required to be staff related cost.

² See also Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the revised [WTO GPA 2014](#).

Open, transparent, non-discriminatory approach – No large-scale deployments

PCP is open to all operators on equal terms, regardless of the size, geographical location or governance structure. There is, however, a place of performance requirement that they must perform at least half of the contracted R&D services in EU Member States or Horizon 2020 associated countries.

Any subsequent public procurement of innovative solutions (PPI), for the supply of commercial volumes of the solutions, will be carried out under a separate procurement procedure. Providers that did not take part in this PCP (or were not chosen to go through as far as the last phase) will thus still be able to compete on an equal basis in any subsequent procurement looking for contractors to provide a solution on a commercial scale.

Sharing of IPR-related risks and benefits under market conditions

PCP procures R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development. Giving each contractor the ownership of the IPRs attached to the results it generates during the PCP means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a **financial compensation** for keeping the IPR ownership compared to the case where the IPRs would be transferred to the procurers (the tendered price must be the ‘non-exclusive development price’). Moreover, the procurers must receive rights to use the R&D results for internal use and licensing rights subject to certain conditions.

Exemption from EU public procurement directives, the WTO Government Procurement Agreement (GPA) and EU state aid rules

PCP procurements are exempted from the **EU public procurement directives** because the procurers do not retain all the benefits of the R&D (the IPR ownership stays with the contractors).³

They are also exempted from the **WTO Government Procurement Agreement (GPA)** because this Agreement does not cover R&D services⁴ (the PCP being limited to such services — and any subsequent PPI procurements relating to commercial-scale supply of such solutions not being part of the PCP procurement).

PCP procurements do not constitute state aid under the **EU state aid rules**⁵ if they are implemented as defined in the PCP communication⁶, namely by following an open, transparent, competitive procedure with risk- and benefit-sharing at market price. The division of all rights and obligations (*including IPRs*) and the selection and award criteria for all phases must be published at the outset; the PCP must be limited to R&D services and clearly separated from any potential follow-up PPI procurements; PCP contractors may not be given any preferential treatment in a subsequent procurement for provision of the final products or services on a commercial scale.

³ See Article 16(f) of Directive [2004/18/EC](#) (Article 14 of Directive [2014/24/EU](#)), Article 24(e) of [Directive 2004/17/EC](#) (Article 32 of Directive [2014/25/EU](#)) and Article 13(f)(i) of Directive [2009/81/EC](#).

⁴ See the EU's Annex IV of Appendix I to the [WTO GPA](#).

⁵ See Point 33 of the [Commission Communication on a framework for state aid for research and development and innovation](#) (C(2014) 3282).

⁶ [Commission Communication: Pre-Commercial Procurement: driving innovation to ensure sustainable, high quality public services \(COM\(2007\) 799\)](#) and [PCP staff working document](#) (SEC(2007)1668).

Open Market Consultation

Open Market Consultation (OMC) is a series of events which aims to inform potential suppliers (industry) about the pre-commercial procurement opportunities, explain in detail the pre-commercial procurement process, receive feedback about the requirements and common challenge from potential suppliers about the scope of procurement envisaged in procuRE (incl. technical specifications), and facilitate matchmaking among potential suppliers in need of support in the building of consortia capable of addressing the needs of the procurers in full.

The start of this PCP was preceded by an Open Market Consultation phase which was advertised online, through the publication of a Prior Information Notice (PIN document number 2021/S 036-090107).

The procuRE OMCs were held as online webinars on the following dates:

- OMC in Slovenia – 22.04.2021
- OMC in Spain – 28.04.2021
- OMC in Germany No. 1 – 29.04.2021
- OMC in Portugal – 05.05.2021
- OMC in Turkey – 27.05.2021
- OMC in Israel – 16.06.2021
- OMC in Germany No. 2 – 23.06.2021
- International OMC – 25.06.2021
- Global OMC – 09.07.2021

The OMCs were aimed at potential suppliers providing products and services for: construction, planning, architecture, RES, HVAC, storage, BEMS, BIM, energy efficiency ESCOs, finance, contractors etc. Other organisations interested in procuring the solutions were invited.

To complement the analysis, an online survey (OMC questionnaire⁷) has been prepared and published⁸ with the purpose to get knowledge about the already existing technologies, and to support potential tenderers in identifying partnerships through a matchmaking service⁹ offered by the project.

The OMCs events organised have attracted over 219 economic operators and stakeholders and several hundred views of the recordings available online. Via the OMC questionnaire they have provided further information about their state-of-the-art-technologies, which evidenced gaps, shortcomings, trends and implications, which were used to inform the development of the procuRE Challenge Brief. Participation in the OMC events is not a prerequisite for submitting a tender for this call.

All the proceedings of the [OMC events](#) and [Q&As](#) have been published on the website are consequently available to all OMC participants and other interested stakeholders.

⁷ Completing the questionnaire is not a prerequisite for submitting a tender for this call

⁸ <https://forms.office.com/r/8khsu3yh1E>

⁹ <https://procure-pcp.eu/matchmaking-platform/>

EU funding

This PCP is part of a project that is funded by the European Union's Horizon 2020 Research and Innovation Programme, under Grant Agreement No. 963648 – procuRE (see <https://procure-pcp.eu>).

PCP contracts are written to comply with the conditions of the EU grant.

Note: The EU is not participating as a contracting authority in this procurement.

2 Tender profile

2.1 Description of services to be procured

This procurement is for R&D services to develop original and innovative solutions to tackle the following challenge shared by the Buyers Group: provision of breakthrough solutions for 100% renewable energy supply in buildings. The PCP includes the purchase of a limited set of prototypes and first test products and services resulting from the R&D. The cost of products acquired for prototypes must be lower than the cost of R&D services.

2.1.1 PCP challenge

Background, current situation, expected demand

It is expected that 90% of the currently existing building stock will still be in service in 2050, the year in which many cities want to reach carbon neutrality. European policies and legislation are in place to accelerate the decarbonisation in the building sector, starting out, however, from a situation where renovation is making only a moderate contribution (0.4 to 1.2% of buildings per year) and the complete replacement of the existing stock is very slow (1-1.5% per year) and not desirable. To achieve our climate goals, renovation in Europe must be accelerated, lifting many more existing buildings to an optimal efficiency level as well as maximising the self-use of renewable energy.

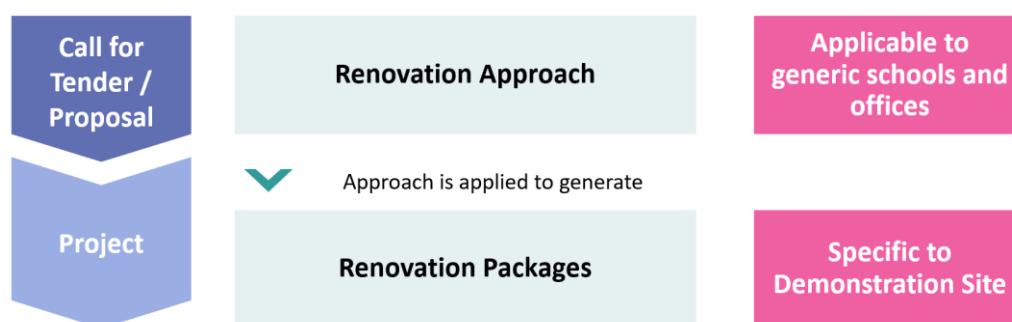
An increasing number of cities, regions and other owners of major building portfolios wish to achieve 100% renewable energy supply (RES) in their buildings. These actors are faced with barriers, such as individual constraints for adaptation for each building, provision of supply and storage, optimisation of operation and integration of solutions across technologies. Integration of the optimal selection of cutting-edge Renewable Energy technologies requires a level of expertise most owners and their planners cannot be expected to acquire. The construction sector is extremely fragmented, where more than 95% of manufacturers and professionals operate as Small and Medium-Sized Enterprises (SMEs), and most in separate national or local markets. Furthermore, investors have a natural preference for low-risk solutions and a scepticism to complexity.

Currently, there are no adequate products on the market which can deliver a 100% renewable building without undertaking invasive measures to the envelope. The Buyers Group alone operates 21,000 buildings; almost a dozen other procurers are already following the project with more expected. Their portfolios constitute ten-thousands of buildings with sufficient envelope quality to deploy the envisioned solutions. Procurers wish these buildings to be supplied by 100% local RES within a short timeframe. To make this possible, it is expected that suppliers will follow an “active approach”, optimising heavy loads in heating, ventilation, and air conditioning (HVAC) etc, adding intelligent (remote) control, energy production and storage while responding to specific usage requirements to optimise the entire building.

The common challenge

Suppliers are to design, develop, and test an innovative **Renovation Approach** capable of generating **Renovation Packages** delivering 100% renewable energy supply to any existing non-residential building with adequate envelope quality. The Renovation Approach is to be tested through generating and implementing Renovation Packages for specific non-residential buildings in Buyers Group portfolios, the **Demonstration Sites**.

Figure 2. From a generic Renovation Approach to specific Renovation Packages



A supplier's Renovation Approach is expected to constitute a complete set of methods, technologies, services and devices integrated in a well-documented toolkit which includes at least: building assessment framework, system design and control approach, RES production, interoperable integration of legacy devices, data management and data sharing, building control, storage solutions, finance and contracting models, life-cycle cost approach, continuous commissioning, behaviour-targeting education and training of occupants and professionals.

During Phase I and Phase II, suppliers adapt, extend, and apply their Renovation Approach to generate Renovation Packages for six specific buildings in Buyers Group portfolios with increasing level of detail. During these two phases, suppliers will apply their Co-Design procedure¹⁰ to facilitate information exchange, involvement, decision-making etc. Successful tenderers for Phase III will then implement the Renovation Packages in three allocated buildings, ensure performance and apply the Continuous Commissioning procedure. The initial delivery of the Renovation Package is to be turnkey-ready.

Starting with the proposal, all phases constitute R&D work on the supplier's Renovation Approach, resulting in continuous improvements based on lessons learnt during application and research.

A dedicated document (TD2 – procuRE Challenge Brief) provides a detailed description of the expected scope and functionality of the procuRE solutions and is complemented with the description of the Demonstration Sites. This is a common challenge shared by all procurers in the Buyers Group.

2.1.2 Expected outcomes per phase

This procurement is organised in stages in accordance with the PCP instrument (see section 1).

Summary

The content of the proposal **lays the ground for the overall R&D effort** and prepares work to be conducted for the following competitive phases.

In their proposal, tenderers are requested to describe a **Renovation Approach** which can be applied to any school or office across the EU in response to the Challenge Brief (TD2). The Renovation Approach constitutes the set of methods, technologies, services and devices integrated in a well-documented toolkit with which suppliers tackle the 100% RES challenge in any specific building. During the project, tenderers are expected to apply their Renovation Approach in full to the

¹⁰ The Co-Design procedure constitutes part of the Renovation Approach as described in the Challenge Brief.

Demonstration Sites. In their proposal, suppliers are to apply the relevant part of their Renovation Approach on two hypothetical reference buildings and report on the expected resulting performance of those buildings. The proposal is rated according to the Weighted Award Criteria described in section 3.4.2.

In Phase I, six contractors apply their Renovation Approach and develop a specific **Renovation Package** for each of the six Demonstration Sites. The design level is schematic; planning and calculations are preliminary (for detail see description of D1.2 below). Contractors and procurers interact via the Co-Design procedure (such a procedure must be included in the Renovation Approach) to clarify detail and decision-making. This phase aims to verify the conceptual, technological, organisational, regulatory, safety and budgetary feasibility of the solutions.

In Phase II, four contractors refine and increase the level of detail of their designs and organise tests of all user-facing ICT-systems. The design level is as detailed as possible without the requirement to constitute construction drawings. Planning and calculations should be final (for detail see D2.2). The use of the Co-Design procedure should be intensified. This phase aims to turn the schematic design to detailed designs preparing all parties involved for rapid implementation; and to give future users the opportunity to test all ICT-systems.

In Phase III, two contractors implement their Renovation Packages at the three Demonstration Sites allocated to them. Designs are turned into construction drawings, the solutions are installed, made operational, maintained and performance data collected. Contractors and procurers interact via the Continuous Commissioning procedure (this must be included in the Renovation Approach) and demonstrate how O&M and contracting plays out in real-life. This phase serves to verify both the prototype Renovation Packages and the whole prototype Renovation Approach.

After the end of the project, it is the intent of procurers to continue the operation of the solutions at all Demonstrations Sites. To enable this, contractors will submit performance and O&M offers during Phase III based on the Renovation Package submitted. There is the possibility of a follow-up project (PPI) to ensure solutions can be scaled up depending on project success and whether service prices are, at this point, commercially competitive or require further support (see section 5.5).

The following graphic summarises each phase, described in detail below. For further detail on budgets see section 2.5, on timing see section 2.6, on award criteria and how they are linked to the Challenge Brief (TD2) and Technical Application Template (TD6) see section 3.4.2.

Figure 3. Summary of core information across procuRE phases

Process phase	Results and activities expected		Buildings addressed by each supplier	Timeframe	N. of contractors selected (min)	Financing to each contractor (max)
Call for Tender Proposal	Renovation Approach	Concept design of Renovation Packages	2 reference buildings in 2 climates	3 Months (+2M Evaluation)	Open	-
Phase I	Continuous development through co-design approach	Schematic design of Renovation Packages	6 Demonstration Buildings	M1-M3 (3)	6	€ 192,000
Phase II		Detailed design of Renovation Packages and small-scale tests	6 Demonstration Buildings	M4-M11 (8)	4	€ 576,000
Phase III	Continuous commissioning	Installation and operation of Renovation Packages	3 allocated Demonstration Buildings	M12-M27 (16)	2	€2,112,000
	Final Version					

Content creation and concept of living documents

Most expected content will be continuously developed following a “living document” approach. This enables efficient and productive work on high-quality documents relevant for both the procurers and contractors developing their product. The Renovation Approach and the relevant Renovation Packages are an integral part of the contractors’ offers during call-offs.

The Renovation Approach, first designed in the proposal, continues to be refined in deliverables D1.1, D2.1 and D3.1. The Renovation Packages, first designed during Phase I (D1.2), are improved in Phase II (D2.2) and documentation completed for allocated sites in Phase III (D3.2).

Further effort is kept to a minimum and often limited to documentation and reporting with the “living document” approach applied where possible.

Call for tender – Proposal

In the proposal, tenderers are requested to describe a **Renovation Approach** which can be applied to any school or office across the EU. It is to include a well-documented toolkit of methods, technologies, services and devices which suppliers intend to use to tackle the 100% RES challenge in any such building and will use during the project to deliver solutions to the Demonstration Sites. To demonstrate the potential, suppliers are to apply the relevant parts of their Renovation Approach to calculate the performance of two reference buildings. Results will be evaluated according to the Weighted Award Criteria described in section 3.4.2.

Phase I – Solution Design

In Phase I (Solution Design), six (6) contractors will begin to apply the Renovation Approach to all Demonstration Sites. For each of the six (6) buildings, contractors will develop a first version of the Renovation Package at schematic design level (content expected described below in D1.2).

Contractors will apply their Co-Design Procedure with all procurers. These exercises will help to iterate and improve the Renovation Approach to become part of the Technical Offer for Phase II. This phase aims to verify the conceptual, technological, organisational, regulatory, safety and budgetary feasibility of the solutions emerging from the application of the Renovation Approach.

The duration of Phase I is three (3) months with the last month reserved for assessment of offers, reporting and information of successful contractors.

Table 1. Phase I: Objectives, output, milestones, deliverables

Objectives	Refine Renovation Approach. Apply Renovation Approach and Co-Design to develop schematic designs of Renovation Packages for all demonstration sites. Organise and conduct a building diagnosis (HVAC system, building physics, opportunities etc.) of all demonstration sites, to verify building information and collect any missing information which is deemed to be necessary for the design process. Incorporate the recommendations made by the Buyers Group in their assessment of the bids.		
Output & results	Schematic Design Renovation Packages and application of Co-Design Procedure. Progress of the work is monitored in status calls. Written reports		
Milestones	By when?	How?	Output & results
M1.1 Application of Co-Design Procedure with procurers	One month before end of phase (see Section 2.6)	Meeting and Minutes	D1.2
M1.2 All schematic designs of Renovation Packages and revised Renovation Approach	One month before end of phase (see Section 2.6)	Reports	D1.1, D1.2, Offer
Deliverables	By when?	How?	Output & results
D1.1 Renovation Approach	1 month before end of phase (see Section 2.6)	Sent by email to the Lead Procurer This deliverable is rated with the corresponding award criteria.	Improved and extended sections of the Technical Tender (sections 1.1-1.3, 2.1, 3.1).
D1.2 Renovation Packages	6 Renovation Packages, one each for all sites 1 month before end of phase (see Section 2.6)	Sent by email to the Lead Procurer and relevant procurer. This deliverable is rated as part of award criteria T2 and CF1.	One Renovation Package report per demonstration site. The structure follows from the proposal in the Renovation Approach.

One schematic¹¹ Renovation Package per demonstration site is expected, each Package is to contain at least the following content. Contractors are entirely free with respect to format, presentation and process of generating the Renovation Packages.

- An Executive Summary including explanatory graphics of no more than two pages understandable by non-experts.*
- **Schematic Design level drawings** (plans and schematics) **sufficient to evaluate viability** of all technical systems (mechanical, electric, monitoring and control, architectural and structural, if subject of the Renovation Package)*
- The list and description of materials and components used for the retrofit, the guarantees and certifications on the materials and related aftersales services intended to be provided. Solutions must be included for heating & cooling which ensures hygrothermal comfort and air quality (Indoor Environment Quality - IEQ) inside the structures*
- The description of the systems for metering, measurement, control of energy flows and the identification of faults inside the buildings, allowing for monitoring and verification of performance, as well as easy access for operators*
- Preliminary installation work plan, including procedures for dealing with old materials, installation of new systems and with indicative Gantt charts of the activities.*
- Preliminary ordinary and extraordinary maintenance plans, including i) assignment of responsibilities and description of intervention flows, ii) intervention times after notification of failures, iii) maintenance status and useful life of the materials installed at the end of the (service) contract.*
- Assessment of the Renovation Package energy, environmental and IEQ performance, including at least on the KPIs specified in the Challenge Brief section 1.2 and reported following the format defined in the Technical Tender Application Template (TD6)*
- Economic plan including structure of contracts for energy and system-relevant facility management services, clarity on ownerships and responsibilities and a clear and concise summary of all costs for procurers per year of operation (e.g. annual fees, design, investment, operation and maintenance costs), including the use of incentives, contracting schemes and financing models as well as uncomplicated rule set for discretions from performance benchmark / KPIs induced by either party (see Challenge Brief section 2.1)**
- Annex with results from building audit, surveys, site visit.

* Evaluated as part of award sub-criterion T2; ** Evaluated as part of CF1

D1.3 Report on Co-Design Procedure with procurers	1 month before end of phase (see Section 2.6)	Sent by email to the Lead Procurer and relevant procurer.	Documentation (minutes, actions etc.) of Co-Design procedure. The progress is expected to influence D1.2. Lessons learnt are expected to be incorporated in D1.1.
D1.4a Project abstract	Start of Phase (see Section 2.6)	In the format required by the EU for publication Sent by email to the Lead Procurer	Written report (template will be provided)

¹¹ The term is not universally defined. The following is to be considered an indication: Schematic design is a rough construction drawing that offers a general overview of a project's basic features and construction cost estimates, allowing the team to determine if a concept fits within the project budget, is compliant and fits regulations. With schematic designs, the team turns ideas into physical for further editing to help craft the construction project and prepare the team for the next phase of the architectural plan. Schematic design is the first phase of the architectural design process, which includes design development, construction documents, bidding, and construction administration.

D1.4b End of phase report	End of phase (see Section 2.6)	In the format required by the EU for publication Sent by email to the Lead Procurer	Written report (template will be provided)
<p>Each end-of-phase report shall contain:</p> <ul style="list-style-type: none"> • a project abstract (in the format required by the EU for publication) to be published on the website. • a summary of the main results achieved by each contractor and conclusions from the phase (in the format required by the EU for publication) • a description of any Results generated • a section that explains the measures taken by the contractor to protect the Results (IPR) • a declaration of the resources expended, broken down as in the offer. Due evidence of the resources deployed shall be appended to the report. • a list of names and location of personnel that carried out the R&D activities and a declaration that at least 50% of the work was carried out within the EU27 or a country associated to Horizon 2020 			
Other	By when?	How?	Output & results
O1. Offer for Phase II	1 month before end of phase (see Section 2.6)	Sent by email to the Lead Procurer	Improved and extended sections of Technical Tender not included in D1.1 (sections 1.4; 2.2, 3.2/3.3)
Optional	By when?	How?	Output & results
3 Summary Slides for communication of the project	2 weeks after the start of the period (see Section 2.6)	Sent by email to the Lead Procurer	PPT (or JPG or PDF) to be used in dissemination publication and presentations (each occasion to be agreed)
Presentation at event targeting interested procurers	1 month before end of phase (see Section 2.6)	Participation at online webinar	Brief PPT

Phase II – Development of Prototypes

In Phase II (Development of Prototypes), four (4) contractors continue to extend and develop the prototype Renovation Approach and Renovation Packages to reach a final design at the end of the phase whilst applying and streamlining the Co-Design Procedure with all procurers. Testing of ICT-systems supports these activities providing evidence and experience. This phase aims to turn a schematic design focused on viability to a detailed design and to give future users opportunity to test all ICT-systems.

Contractors develop working prototype IT-systems with end-user access (e.g. procurer interface, BEMS, apps) as well as the learning and training platforms for operators and occupants. These systems are tested remotely in two versions (v1 and v2). In version 1 remote access is provided to key system components; in version 2 system-wide operation is to be demonstrated. User tests are conducted remotely.

Optionally, contractors, who described in their earlier Offers that they need to develop working prototypes of selected components critical to the Renovation Approach will test these in a limited and controlled environment setting. Any requirement of hardware testing should be limited to “missing-link” technologies which are core to the overall Renovation Approach and accordingly described and justified therein.

The duration of Phase II is eight (8) months with the last month reserved for assessment of offers, reporting and information of successful contractors.

Table 2. Phase II: Objectives, output, milestones, deliverables

Objectives	Develop Detailed Design of Renovation Packages whilst applying Co-Design Procedure Develop, demonstrate, test and validate end-user facing IT-system as well as education and training prototypes remotely Optionally, develop, demonstrate, test and validate “missing-link” technologies in limited and controlled environment		
Output & results	Renovation Packages are completed for all sites utilising the Co-Design procedure IT-systems, education and training, services and “missing-link” components are tested in two versions (v1 and v2). Version 1 may include detached sub-systems and not fully functional prototypes. Version 2 demonstrates fully functional integration of all systems and provision of all languages . Testing will take place according to agreed protocols. Progress of the work is monitored in status calls. Updates of living documents, presentations and written report.		
Milestones	By when?	How?	Output & results
M2.1 Prototype system v1 ready	5 months before end of phase (see Section 2.6)	Presentation of prototypes of key system components	D2.4a/b
M2.2 Prototype system v2 ready	1 month before end of phase (see Section 2.6)	Presentation of all functional prototypes, demonstrating component behaviour and system-wide interaction	D2.5a/b
M2.3 All detailed designs of Renovation Packages and revised Renovation Approach	One month before end of phase (see Section 2.6)	Reports	D2.1, D2.2, Offer
Deliverables	By when?	How?	Output & results
D2.1 Renovation Approach	4 months before end of phase (see Section 2.6)	Sent by email to the Lead Procurer	Improved and extended version of D1.1.
	1 month before end of phase (see Section 2.6)	This deliverable is rated along with the offer O2 with the corresponding award criteria.	
D2.2 Renovation Packages	6 Renovation Packages one each for all sites 4 months before end of phase (see Section 2.6)	Sent by email to the Lead Procurer and relevant procurer.	Improved and extended version of D1.2.
	6 Renovation Packages, one each for all sites 1 month before end of phase (see Section 2.6)	This deliverable is rated as part of award criteria T2, CF1 and T3.	
One updated, extended and detailed Renovation Package per demonstration site is expected, each Package is to contain at least the following content:			

- An Executive Summary including explanatory graphics of no more than two pages understandable by non-experts.*
- **Detailed Design** (plans and schematics) with high detail of all technical systems (mechanical, electric, monitoring and control, architectural and structural, if subject of the Renovation Package)*
- The list and description of materials and components used for the retrofit, the guarantees and certifications on the materials and related aftersales services intended to be provided. Solutions must be included for heating & cooling which ensures hygrothermal comfort and air quality (Indoor Environment Quality - IEQ) inside the structures*
- The detailed description of the system adopted for metering, measurement and control of energy flows and the identification of faults inside the buildings, allowing for monitoring and verification of performance, as well as the easy access for operators *
- Final, detailed installation work plan, including procedures for dealing with old materials, transportation flows, stocking on site, installation of new systems and realistic Gantt charts of the activities under the assumption of retrofitting three buildings in parallel.
- Final ordinary and extraordinary maintenance plans, including i) assignment of responsibilities and description of intervention flows, ii) intervention times after notification of failures, iii) maintenance status and useful life of the materials installed at the end of the (service) contract.
- Detailed assessment of the Renovation Package energy, environmental and IEQ performance, based at least on the KPIs reported in the Technical Tender Application Template and calculated at least on a daily basis (TD6)*
- Final detailed economic plan including structure of contracts for energy and system-relevant facility management services, clarity on ownerships and a clear and concise calculation of all costs for procurers at least on yearly basis (e.g. annual fees, design, investment, operation and maintenance costs), including the use of incentives, contracting schemes and financing models as well as uncomplicated rule set for discretions from performance benchmark / KPIs induced by either party**
- Training and education measures which will be implemented on site (Description of necessary measures to achieve 100% RES operation and how measures should best be deployed based on use and users of the building)***
- Annex with results from building audit, surveys, site visit.

* Evaluated as part of award sub-criterion T2; ** Evaluated as part of CF1; *** Evaluated as part of T3

D2.3 Report on Co-Design Procedure with procurers	6 procures by 1 months before end of phase. (see Section 2.6)	Sent by email to the Lead Procurer and relevant procurer.	Documentation or exports generated by Co-Design procedure. The progress is expected to influence D2.2. Lessons learnt are expected to be incorporated in D2.1.
D2.4a Presentation of initial prototypes of key systems	5 months before end of phase (see Section 2.6). Procurers welcome an earlier presentation potentially enabling earlier invoicing (see Section 5.5).	Online presentation to each procurer on a widely available web platform. On-site demonstration to EURAC where required. Also sent by email to the Lead Procurer	Presentation of initial prototypes, first training materials and test bench.

The D2.4a presentation and/or report includes:

- Description of all IT-systems, services and components and systems to be tested
- Description on where above listed items are tested and the test protocol – Smaller devices can be sent to technical partner EURAC, for larger installations EURAC staff would visit contractor labs for v1
- The status of IT-systems and materials may not be complete or only partially functional.

<ul style="list-style-type: none"> With regard to user-facing IT-systems, permissions for remote online testing by procurers and selected users (operators and occupants) is provided in English language- procurers will recruit users for testing With regard to training and learning tools, provision of or access to training and learning tools (online and offline) provided in English language – procurers will recruit users for testing 			
D2.4b Protocol of testing v1	4 months before end of phase (see Section 2.6)	Sent by email to the Lead Procurer	<p>Protocol of testing v1: test bench and test procedure, verifiable data sheets etc.</p> <p>Lessons learnt, improvements and critical data etc. are expected to be incorporated in D2.1 and calculations in D2.2 updated accordingly.</p>
D2.5a Presentation of functional prototypes, demonstrating component behaviour and system-wide interaction	2 months before end of phase (see Section 2.6)	<p>On-site presentation to EURAC and procurers</p> <p>Also sent by email to the Lead Procurer</p>	Presentation of functional prototypes and training material.
<p>The D2.5a presentation and/or report includes:</p> <ul style="list-style-type: none"> Description of all IT-systems, services and components and systems to be tested Description on where above listed items are tested and the test protocol – Smaller devices can be sent to technical partner EURAC, for larger installations EURAC staff would visit contractor labs for v2 The status of IT-systems and materials is to be complete and fully functional. With regard to user-facing IT-systems, permissions for remote online testing by procurers and selected users (operators and occupants) is provided in all procurer languages - procurers will recruit users for testing With regard to training and learning tools, provision of or access to training and learning tools (online and offline) provided in all procurer languages – procurers will recruit users for testing 			
D2.5b Protocol of testing v2	1 month before end of phase (see Section 2.6)	Sent by email to the Lead Procurer	<p>Protocol of testing v2, verifiable data sheets etc.</p> <p>Lessons learnt, improvements and critical data etc. are expected to be incorporated in D2.1 and calculations in D2.2 updated accordingly.</p>
D2.6 GDPR compliance report	End of phase	Sent by email to the Lead Procurer	Presentation of conformance of the solutions with GDPR
D2.7a Project abstract	Start of Phase (see Section 2.6)	<p>In the format required by the EU for publication</p> <p>Sent by email to the Lead Procurer</p>	Update of D1.4a (template will be provided)
D2.7b End of phase report	End of phase (see Section 2.6)	Sent by email to the Lead Procurer	<p>Written report</p> <p>See D1.4 for detail. (template will be provided)</p>
Other	By when?	How?	Output & results

O2. Offer for Phase III	1 month before end of phase (see Section 2.6)	Sent by email to the Lead Procurer	Improved and extended O1
Optional	By when?	How?	Output & results
3 Summary Slides for communication of the project	2 weeks after the start of the period (see Section 2.6)	Sent by email to the Lead Procurer	PPT (or JPG or PDF) to be used in dissemination publication and presentations (each occasion to be agreed)
Presentation at event targeting interested procurers	2 months before end of phase (see Section 2.6)	Participation at online webinar	Brief PPT

In addition, by the **end of Phase II** the contractors need to be able to demonstrate the developed prototypes to the European Commission (possibly as part of technical reviews in the projects). At the end of Phase III, contractors shall provide a summary of overall lessons learnt and results achieved from the PCP.

Phase III – Development and Testing of Pilot Systems

In Phase III (Development and Testing of Pilot Systems), two (2) contractors implement the Renovation Packages in the 3 (three) Demonstration Buildings allocated to them by the procurers. Contractors finalise the construction drawings and costs analysis of the Renovation Package for each of the assigned buildings. Each contractor implements the Renovation Package incl. all necessary hardware for field testing. Each contractor supplies at least one school and at least one office. The implemented Renovation Packages are fully operational within three months of the beginning of the phase. The normal operation of the buildings is not impeded by implementation and installation work.

During operation, the full feature set and performance of each solution, in real-world conditions, is assessed and procurers provide feedback to contractors for their prototype's continuous development. All procurers will have the opportunity to interact with and test the solutions installed at other sites.

The duration of Phase III is sixteen (16) months. At least 12 months of data must be collected. Sufficient time must be foreseen for data collection, analysis and the presentation of results in deliverables and reports.

Table 3. Phase III: Objectives, output, milestones, deliverables

Objectives	<p>Phase III consists in the implementation of the Renovation Packages in the Demonstration Sites:</p> <ul style="list-style-type: none"> • Development of pilot systems for an extended test under real-life conditions at the allocated procurer sites. • Pilot systems turnkey installed, performance verified in each pilot site. • Operation maintained in parallel at full quality. • Help service and maintenance response team set up and operated by contractors. • Pilot systems evaluated using a common protocol and metrics.
Output & results	<p>Contractors install the pilot systems at each site in close collaboration with the respective site partner. System introduction covers installation of central components, user training, and preparation of user devices, if any, for roll-out. Before the pilot trial, on-site testing is done to reveal problems arising from the particular situation of</p>

	<p>equipment, the networks used and the organisational environment in which staff work, to eliminate problems in the full pilot.</p> <p>Operation of all systems at each site in parallel is maintained at full quality.</p> <p>Continuous Commissioning is applied and linked measures (e.g. mitigation, performance contracting etc) deployed.</p> <p>Suppliers set up and operate a help service and a maintenance response service to address problems faced by occupants, operators, procurers and other staff involved at the sites. Help and support is provided at each site.</p> <p>Progress of the work is monitored in status calls.</p> <p>Update of living documents and written reports.</p>		
Milestones	By when?	How?	Output & results
M3.1 Pilot systems ready	3 months after start of phase	Renovation Packages are deployed tested, and performance verified	Systems are installed and tested
M3.2 Pilot operations start	4 months after start of phase	All systems are operational, and training of core staff is nearly completed	Systems are operational and users trained
M3.3 Provision of access to IT-systems (e.g. BEMS)	4 months after the start of the phase	Procurement equipped receive customer access; all other partners receive a guest access to the BEMS and/or BIM system to view and download data	Access provided
M3.4 One year of operational data	2 months before the end of phase	Data export and summaries as part of Renovation Package.	Collected evidence of performance data including contractor assessments and calculations
Deliverables	By when?	How?	Output & results
D3.1 Renovation Approach	8 months after the start of the phase 2 months before end of phase (see Section 2.6)	Sent by email to the Lead Procurer	Improved and extended version of D2.1.
D3.2 Renovation Packages	Updated documentation and on-site testing of systems 3 months after start of the phase for equipped sites (see Section 2.6). Final and complete documentation 2 months before the end of the Phase (see Section 2.6)	Detailed on-site presentation of pilot systems to procurers Sent by email to the Lead Procurer and relevant procurer.	Improved and extended version of D2.2. Annexes: Exports and full data from tools (e.g. BIM); exports and full data on system performance etc.
<p>During the first months, contractors deliver the Renovation Package in each of the assigned building.</p> <p>The Renovation Package is revised in detail and updated based on actual implementation and extended with:</p> <ul style="list-style-type: none"> • Construction drawings (plans and schematics) of all technical systems (mechanical, electric, monitoring and control, architectural and structural, if subject of the Renovation Package) 			

<ul style="list-style-type: none"> • Documentation of all verification procedures and their results • Inclusion of the Continuous Commissioning reports and decisions including <ul style="list-style-type: none"> ○ Energy indicators measured from the field and benchmarked with the assessed indicators ○ Environment indicators measured from the field and benchmarked with the assessed indicators ○ Costs of installation, building operation and management costs • As an Annex, the logbook and/or export from BIM or similar software • In case of discrepancy between assessed and measured performance, suppliers shall provide improving actions to reduce the gap. 			
D3.3 Report on Continuous Commissioning Procedure with procurers	To take place at two points in time: 8 months after the start of the phase 2 months before end of phase (see Section 2.6)	Sent by email to the Lead Procurer and each participating procurer	Documentation or exports generated by procedure. Lessons learnt are expected to be incorporated in D3.1. The progress is expected to influence D3.2.
D3.4 Provision of service contracts	4 months before end of phase (see Section 2.6)	Sent by email to the Lead Procurer and allocated procurers	Contracts include O&M and all other eventual services laid out in the Renovation Approach
D3.5a Project abstract	Start of Phase (see Section 2.6)	In the format required by the EU for publication Sent by email to the Lead Procurer	Update of D2.7a (template will be provided)
D3.5b Final report (end of phase report) including commercialisation plan	End of phase (see Section 2.6)	Sent by email to the Lead Procurer	Written report (template will be provided)
In addition to the content described in D1.4, The final report shall include: <ul style="list-style-type: none"> • an updated assessment of procurer benefits and updated information on the evidence on which this assessment is made, including evidence generated by the contractor in Phase III of PCP implementation. • an updated commercialisation plan based on an improved and extended version of section 2.3 from O2. 			
D3.6 Summary of the lessons learnt, and the results achieved by each contractor during the PCP for publication	End of phase (see Section 2.6)	Sent by email to the Lead Procurer	Written report
Optional	By when?	How?	Output & results
Presentation at event targeting interested procurers	4 months before end of phase (see Section 2.6)	Participation at online webinar	Brief PPP List of bilateral follow-up discussions with other procurers
Presentation at Open Pilot day	4 months before end of phase (see Section 2.6)	Representative at pilot site	Presentation

During Phase III, deployment into buildings and testing of the solution with procurers, operators and occupants is planned to be carried out **in parallel** in the different testing sites allocated to the contractor and should be reflected in the tenderer's resource planning.

While user recruitment for Phases II and III is in the overall responsibility of the procurers, contractors support the process (e.g. by providing leaflets with more information in respective language about the solution, visuals, training, etc.). The procurers are responsible for evaluation. Contractors support the evaluation, e.g. by integrating questionnaires into the system, analysing raw data about the use of the interfaces, etc.

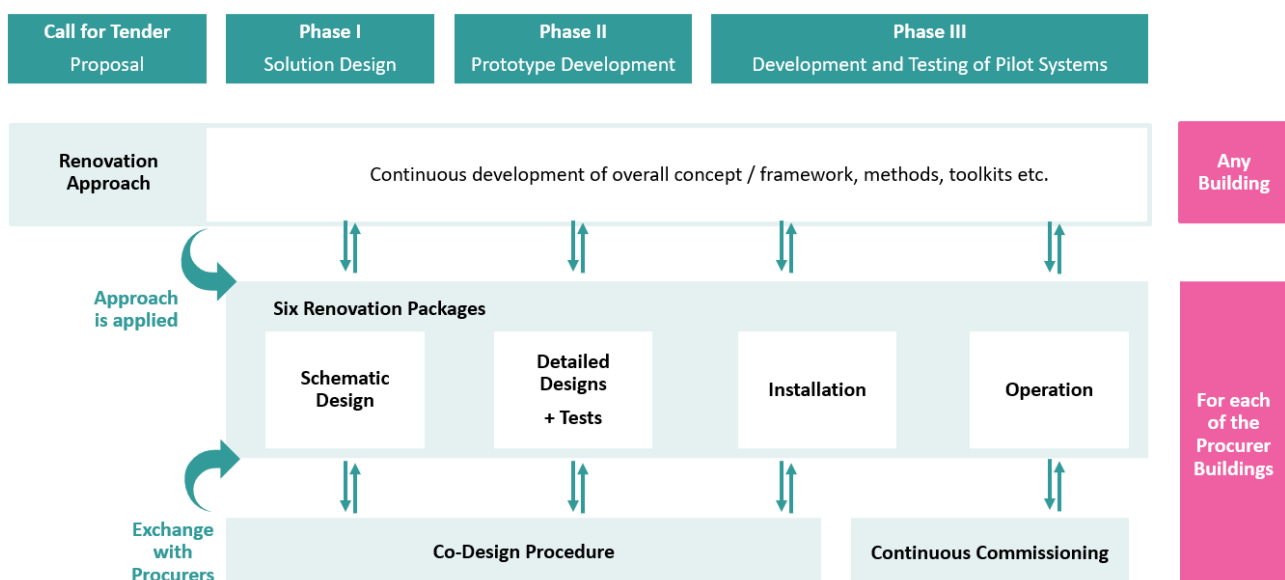
The procuRE project is planning for Open Pilot Days for public demonstrations to media, other procurers, public and the EU towards the end of the phase.

At the end of Phase III, contractors must be prepared to provide a final demonstration to the EU of the final products or services developed during the 3 phases.

Summary of core activities per phase

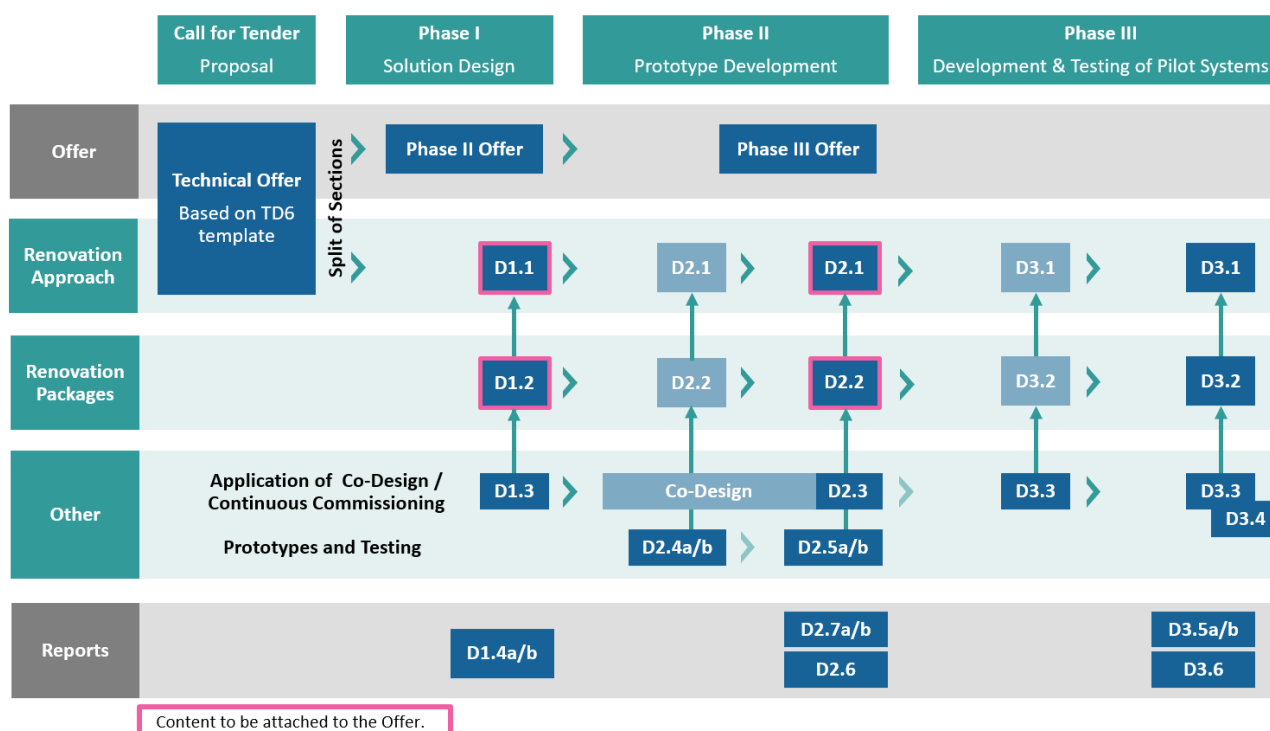
The following graphic summarises core activities and developments expected throughout the project. Renovation Packages are based on the Renovation Approach and aided by the exchange with procurers during Co-Design and later Continuous Commissioning. Lessons learnt in prototyping any Renovation Packages are fed into the Renovation Approach and applied to the other Packages.

Figure 4. Summary of core activities per phase



Summary of expected outcomes per phase

The following graphic summarises all deliverables and how they evolve throughout the project starting with the technical offer which is to follow the Tender Application Template (TD6). Deliverables with a coloured frame are to be assessed with Weighted Award Criteria.

Figure 5 Summary of expected outcomes per phase


The Technical Tender Application Template (TD6) for the call-offs during Phase I and II may differ from the current version. Such changes will be based on learning from exchange with suppliers. This implies that additional content might be requested for the Renovation Approach deliverables (D1.1, D2.1, D3.1), Renovation Packages (D1.2, D2.2, D3.2) and Offers (O1, O2). Contractors will be informed at the beginning of each Phase about changes in writing and during a meeting.

Remarks across all phases

“Sent by email to the Lead Procurer” refers to the final and official version relevant for contractual monitoring etc. Other forms of access for (current) versions are neither required nor discouraged but any solution should be consistent with the Renovation Approach and linked Co-Design Procedure.

Templates for “Project abstracts” and “Phase reports” will be provided at the beginning of Phase I.

2.2 Tender closing time

Tender closing time is 22nd of February 2022, 17:00 Ljubljana local time, UTC+2:00.

2.3 Procurers and other parties involved in the PCP

This procurement relates to a joint PCP that will be carried out by the following **Lead Procurer**: ENERGY AGENCY OF SAVINJSKA, ŠALEŠKA AND KOROŠKA REGION, [KSSENA], Slovenia¹².

¹² Official name: ENERGY AGENCY OF SAVINJSKA, ŠALEŠKA AND KOROŠKA REGION
National registration number: SI58743359
Postal address: Koroška cesta 37A, Velenje 3320, Slovenia

The Lead Procurer is appointed to coordinate and lead the joint PCP, and to sign and award the Framework Agreement and the specific contracts for all phases of the PCP, in the name and on behalf of the following **Buyers Group**:

- ÀREA METROPOLITANA DE BARCELONA [AMB], Spain
- STADT NÜRNBERG [NUREMBERG], Germany
- ENERGAIA – ENERGY AGENCY SOUTH OF THE PORTO METROPOLITAN AREA [PORTO], Portugal
- MUNICIPALITY OF EILAT [EILAT], Israel
- ISTANBUL METROPOLITAN MUNICIPALITY [IMM], Turkey

The Lead Procurer is part of the Buyers Group. All legal names and registration numbers of the members of the Buyers Group can be found in the [procuRE Prior Information Notice](#).

The procurers in the Buyers Group operate over 21,000 buildings:

- KSSENA is responsible for procurements in 14 municipalities, 42% of buildings are educational. The GHG target is a 70% reduction by 2030.
- AMB operates 2,000 buildings and structures joint procurements for 36 cities. The next decade focusing on reducing operational costs in schools. AMB is key driver in the Covenant of Mayors with 100% RES target for 2050.
- NUREMBERG owns 1,900 buildings with 50% of operational costs in schools and offices. The city aims for carbon neutrality by 2035.
- ENERGAIA operates and procures for 2,000 buildings in the region in and around Porto. Climate targets are aligned with the EU.
- EILAT is a leading smart city in the region and aims to increase RES significantly.
- IMM operates 15,000 buildings with a currently high average of energy consumption per square meter. Climate ambitions target existing structures.

The following entities are participating in the PCP, but without being part of the Buyers Group:

- OZYEGIN UNIVERSITY, [OZU], Turkey
- EURAC RESEARCH, [EURAC], Italy
- EMPIRICA GESELLSCHAFT FÜR KOMMUNIKATIONS- UND TECHNOLOGIEFORSCHUNG MBH, [EMPIRICA], Germany

These entities are granted access to information shared during the PCP, if they need this information in order to implement the procuRE Grant Agreement. They are bound by an obligation of confidentiality. They have no rights to results or IPRs from the PCP.

EURAC provides technical management and is responsible for all tasks related to technical evaluation of the solutions for the retrofit of the buildings and to accompanying the procurers through elaborating, devising and evaluating their tenders. EMPIRICA supports procurers throughout the PCP process and leads work on requirements elicitation, evaluation of the project results and dissemination.

OZU supports the Istanbul Metropolitan Municipality (IMM) in project activities. This support includes ensuring that the work steps are completed on time, providing the communication between the IMM and project management team together with R&D experts of the project, consulting the IMM about the energy efficiency measures and application of the renewables.

The project will continuously inform other procurers having expressed interest in the project¹³. Suppliers will be given opportunity to present their solutions as events with interested procurers. Interested procurers are not granted any rights.

2.4 Contracting approach

The PCP will be implemented by concluding a **Framework Agreement** with each successful tenderer and **Specific Contracts** for each of the three R&D phases.

A Framework Agreement and a specific contract for Phase I are planned to be awarded to six contractors.

A call-off will be organised for Phase II, with the aim of awarding a minimum of four Phase II contracts. Only offers from contractors that successfully completed Phase I will be eligible for Phase II. The procurers will validate the Phase II prototypes via face-to-face or remote demonstration meetings and remote online testing of IT-Systems etc and, if applicable, for any hardware either on contractors' premises or the lab at EURAC.

A second call-off will be organised for Phase III, with the aim of awarding a minimum of two Phase III contracts. Only offers from contractors that successfully completed Phase II will be eligible for Phase III. Phase III field-testing is expected to take place at the Demonstration Buildings of the procurers – in Velenje (Slovenia), Barcelona (Spain), Nuremberg (Germany), Vila Nova de Gaia (Portugal), Eilat (Israel) and Istanbul (Turkey). Each contractor will be assigned three Demonstration Buildings at the discretion of the Buyers Group including at least one school and at least one office. Only one contractor will be active in each Demonstration Building.

The Framework Agreement sets conditions for the entire duration of the PCP (covering all the phases). There will be no renegotiation. The Framework Agreement will be signed before the start of Phase I and will remain binding for the duration of all phases for which contractors remain in the PCP. **Tenderers that are awarded a Framework Agreement will also be awarded a Specific Contract** for Phase I (evaluation of tenders for the Framework Agreement and Phase I are combined). Tenderers are therefore asked not only to submit their detailed offer for Phase I, but also to state their goals, and to outline their plans (*including price conditions*) for Phases II and III – thus giving specific details of the steps that would lead to commercial exploitation of the R&D results.

The call-offs between Phases I – II and II – III require binding offers for the next respective phase, which are requested with the end-of phase deliverables for the previous phase

2.5 Total budget and budget distribution per phase

The total budget for the PCP is €7,680,000. Suppliers that participate in all three Phases can receive a total budget of up to €2,880,000.

The maximum budget available for Phase I is €1,152,000.

The maximum budget available for Phase II is €2,304,000.

The maximum budget available for Phase III is €4,224,000.

¹³ <https://procure-pcp.eu/preferred-partners/>

The expected minimum number of specific contracts to be awarded under the procuRE PCP is six specific contracts for Phase I, four specific contracts for Phase II, and two specific contracts for Phase III.

For Phases I and II, offers will be accepted until the remaining budget is insufficient to fund the next best tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of tenders passing the evaluation. As leftover budget from the previous phase will be transferred to the next phase, the total budget available for Phases II and III may eventually be higher than stated here (but the maximum budget per contractor for Phases II and III will remain the same). The lower the average price of tenders, the more contracts can be awarded. However, the total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

Based on procurer assessments for appropriate resourcing of each phase, including reductions due to IPR arrangements, the maximum allowed prices for each tender and phase are:

Type	Phase I	Phase II	Phase III
Maximum total budget per phase	€1,152,000	€2,304,000	€4,224,000
Expected minimum number of contractors to be funded	6	4	2
Maximum budget per contractor	€192,000	€576,000	€2,112,000
Duration of the phase (months)	3	8	16

The offer is subject to value for money (see section 0).

Since all suppliers will be paid by the Lead Procurer (centralised payments), and Energy Agency of Savinjska, Šaleška and Koroška Region is the Lead Procurer in the procuRE PCP, the valid Slovenian and EU VAT legislation will be applied in the project. These provisions also apply to suppliers from Turkey, Israel, and other countries outside of EU VAT legislation.

2.6 Time schedule

Date	Activity
First tender procedure (framework agreement and Phase I contracts)	
22.02.2021	Publication of prior information notice in TED
22.11.2021	Publication of contract notice in TED
13.01.2022	Deadline for submitting questions about tender documents
24.01.2022	Deadline for lead procurer to publish replies to questions (Q&A document)
22.02.2022	Deadline for submission of tenders
23.02.2022	Opening of tenders
22.03.2022	Tenderers notified of decision on awarding contracts
22.03.2022 – 31.03.2022	Standstill period
23.03.2022	Contracts sent for signature by tenderers
30.03.2022	Deadline for receipt of signed contracts

31.03.2022	Date of signature by Lead Procurer
08.04.2022	Signed contracts sent to tenderers
12.04.2022	Publication of contract award notice in TED
Implementation of Phase I	
01.04.2022	Start of Phase I
04.04.2022	Names of winning Phase I contractors and their project abstracts to be sent to EU and published on procuRE PCP project website
02.05.2022	Visit of Phase I contractors to the premises(s) of the procurer(s) to learn about the operational boundary conditions governing the design of targeted solutions
30.05.2022	Deadline for Phase I core milestones / deliverables
16.06.2022	Phase I contractors notified as to whether they have completed this phase satisfactorily and successfully (invoices can be sent)
30.06.2022	Reports and Summary of the results and conclusions achieved by each contractor during the phase sent to EU
30.06.2022	End of Phase I
Second tender procedure (call-off for Phase II)	
11.05.2022	Launch call-off for Phase II (only offers from contractors that successfully completed Phase I are eligible)
20.05.2022	Deadline for submitting questions on Phase II call-off documents
25.05.2022	Deadline for lead procurer to circulate replies to questions to Phase II tenderers
30.05.2022	Deadline for submitting Phase II offers
02.06.2022	Opening of Phase II offers
10.06.2022	Contractors notified of decision on awarding Phase II contracts
10.06.2022 – 30.06.2022	Standstill period
13.06.2022	Contracts sent for signature by tenderers
27.06.2022	Deadline for receipt of signed contracts
30.06.2022	Date of signature by Lead Procurer
11.07.2022	Signed contracts sent to tenderers
Implementation of Phase II	
01.07.2022	Start of Phase II
06.07.2022	Names of winning Phase II contractors and their project abstracts to be sent to EU and published on procuRE PCP project website
31.10.2022	Deadline for Phase II first version milestone(s)/deliverables
31.01.2023	Deadline for Phase II final milestone(s)/ deliverable(s)
10.02.2023	Phase II contractors notified as to whether they have completed this phase satisfactorily and successfully (second invoice on phase can be sent)
28.02.2023	Reports and Summary of the results and conclusions achieved by each contractor during the phase sent to EU
28.02.2023	End of Phase II
Third tender procedure (call-off for Phase III)	
03.01.2023	Launch call-off for Phase II (only offers from contractors that successfully completed Phase I are eligible)
10.01.2023	Deadline for submitting questions on Phase II call-off documents

19.01.2023	Deadline for lead procurer to circulate replies to questions to Phase II tenderers
31.01.2023	Deadline for submitting Phase II offers
03.02.2023	Opening of Phase II offers
13.02.2023	Contractors notified of decision on awarding Phase II contracts
13.02.2023 – 28.02.2023	Standstill period
13.02.2023	Contracts sent for signature by tenderers
21.02.2023	Deadline for receipt of signed contracts
28.02.2023	Date of signature by Lead Procurer
10.03.2023	Signed contracts sent to tenderers
Implementation of Phase III	
01.03.2023	Start of Phase III
06.03.2023	Names of winning Phase III contractors and their project abstracts to be sent to EU and published on procuRE PCP project website
31.05.2024	Deadline for Phase III final milestone(s)/ deliverable(s)
31.05.2024	Final demonstration of products/services developed during Phase III (<i>including to EU representatives</i>)
14.06.2024	Phase III contractors notified as to whether they have completed this phase satisfactorily and successfully (second invoice in phase can be sent)
28.06.2024	Reports and summary of the results and conclusions achieved by each contractor during the PCP sent to EU for publication purposes.
30.06.2024	End of Phase III

Notes:

- *The time schedule is indicative. The Buyers Group reserves the right to adjust it.*
- *The standstill period for each phase begins from the award decision and notification and lasts until date of signature by the Lead Procurer (see section 5.7).*
- *The list does not include Co-Design procedure to be organised at the start of each phase as well as the payment schedule and monitoring described in 5.5.*
- *All work shall complete at the latest two months before end of the procuRE Grant Agreement.*

2.7 IPR issues

Ownership of results (foreground)

Each contractor will keep ownership of the IPRs attached to the results they generate during the PCP implementation. The tendered price is expected to take this into account.

The ownership of the IPRs will be subject to the following:

- the Buyers Group has the right to:
 - access results, on a royalty-free basis, for their own use
 - grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results under fair and reasonable conditions (without the right to sub-license)
- the Buyers Group has the right to require the contractors to transfer ownership of the IPRs if the contractors fail to comply with their obligation to commercially exploit the results (*see below*) or use the results to the detriment of the public interest (*including security interests*).

Commercial exploitation of results

Combined, the procuRE procurers represent attractive national markets, as well as an overall market. They represent six countries and are responsible for 21,000 non-residential buildings, the majority of which in need of energetic retrofits to achieve climate ambitions.

The contractors are expected to start commercial exploitation of the results at the latest four years (4) after the end of Phase III.

The contractors are obliged to prepare in good time for exploitation as follows:

- If extension or modification of existing standards, or new standards, are required for or would promote exploitation, contractors must take any opportunity to offer their contributions to the relevant standards bodies.
- To provide brief slide decks and presentations at events targeting other interested procurers recruited by the procuRE project and at the Open Pilot Day. This does not imply sharing IPR.
- Support the project's communication efforts to promote (own) R&D results and the procuRE project among other private and public procurers.

Given the expected, attractive business case (positive cost-benefit relation), procurers intend to procure operational systems. The commercial exploitation of the results includes confirming offers to all members of the Buyers Group to deliver an operational system – without additional cost for IPR - at a price equal to or less than the total cost of ownership documented in the Phase III offer "Phase III total offered price". This price may only be exceeded by an increase in price for third party components agreed for inclusion in Results.

Procurers will promote the R&D results among other procurers and assist in widely disseminating the results of the contract.

The feasibility of the business plan to commercially exploit the R&D results will be assessed as part of the award criteria (see section 3.4.2).

Declaration of pre-existing rights (background)

The ownership of pre-existing rights will remain unchanged.

In order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom), a complete list of all Background and planned Sideground must be provided with the Tender, including its ownership and the commercial conditions for use of Background and Sideground for any Member of the Buyers Group a) to use the Results and the proposed solution for their own purposes b) to exploit the Results as provided for in the Framework Agreement.

The estimated price for any use of third-party Background and the full annualised charge for the tenderers' own Background and Sideground must be fully included in the calculation of total cost of ownership for procurers.

Ownership and obligations regarding Background and Sideground is further specified in the Framework Agreement.

3 Evaluation of tenders

3.1 Eligible tenderers, joint tenders and subcontracting

Participation in the tendering procedure is **open** on equal terms to **all types of operators from any country**, regardless of their geographic location, size or governance structure.

Tenders may be submitted by a **single entity** or in collaboration with others. The latter can involve either submitting a **joint tender** (see 3.1.1) or **subcontracting** (see 3.1.2), or a **combination** of the two approaches.

Note: There are requirements relating to the place of performance of the R&D services as well as to the share of personnel costs in R&D services.

At least 50% of the total value of R&D activities covered by the framework agreement must be performed in the EU Member States or H2020 associated countries. The principal R&D staff working on the PCP must be located in the EU Member States or H2020 associated countries.

Single tenderers or members of a group of tenderers may not participate in more than one tender. The Buyers Group reserves the right to exclude any tender in breach of this provision.

Participation in the open market consultation is not a condition for submitting a tender.

For Phases II and III, participation is limited to tenderers that successfully completed the preceding phase.

3.1.1 Joint tenders

It is required for joint tenders that:

- each member of the group of tenderers assumes joint and several liability for the performance of the contract;
- the group of tenderers must mandate one of them with the power to sign the Framework Agreement and specific contracts provided in their name and on their behalf (“Lead Contractor”).

To meet these requirements, each of the members of a group of tenderers except the Lead Contractor must provide with the tender an originally signed power of attorney conforming to the template provided (TD4).

There may be no change in the composition of a group of tenderers that tendered at the beginning of the PCP procedure.

Changes in the composition of a group of tenderers

The Buyers Group may exceptionally authorise changes in the composition of a group that tendered at the beginning of the PCP procedure (during the proposal selection) and/or the formation of a new group different from the one that tendered at the beginning of the tendering process. Nevertheless, any such authorisation, to be provided in writing at the discretion of the Buyers Group, shall not apply if:

- It implies the entry of new participants different from those tendering individually or jointly at the beginning of the PCP procedure, or of participants previously withdrawn or excluded

from said procedure or in default under the Framework Agreement or under a Specific (phase) Contract.

- It leads to a reduction of the number of Specific Contracts in a phase below the minimum numbers set in Section 2.5.
- It leads, according to an independent legal report, to IPR/confidentiality issues (i.e. if associated participants selected for Phase I decide to continue as individual entities or to join other consortia).
- The new bidder resulting from the change no longer meets the selection criteria required under section 3.3.
- It occurs during the execution of a specific (phase) contract, except in the event of the insolvency of one of the members of the consortium, corporate restructuring operations affecting one or several of the members of the tendering group or the merger, take-over, transformation or assignment of a company or business unit.

3.1.2 Subcontracting

Subcontracting refers to any contract or agreement between the tenderer and any third party whereby that third party agrees to provide services to the tenderer to enable or assist the tenderer to provide all or any part of the services offered to the Buyers Group in the tender, including implementation and operation of solutions at Demonstration Sites.

Note: Local contractors needed to implement Renovation Packages at any of the six sites can be added during the call-off in Phase II; further detail below.

The selection of a subcontractor to provide more than 10% of the work to be performed under any Specific Contract is subject to the approval of the Buyers Group unless such subcontractor was identified in the tender or in the tenderer's offer for a phase as the entity to deliver the work concerned.

The tenderer remains fully liable to the Buyers Group for the performance of the framework agreement and each Specific Contract.

Before subcontracted work begins in any Specific Contract, the tenderer must provide the Buyers Group with an originally signed agreement with the subcontractor including a clear description of the work to be subcontracted and a declaration that the subcontractor:

- agrees to be bound vis-a-vis the tenderer by the provisions of the Framework Agreement and Specific Contract (in particular in relation to IPR) mutatis mutandis,
- meets the qualification requirements for the subcontracted services,
- has placed the required resources at the tenderer's disposal for the full duration of the specific contract,
- agrees to be bound by and complies fully with obligations imposed on subcontractors under the procuRE Grant Agreement, including those relating to the place of performance, the definition of R&D services, confidentiality, results and IPRs, the visibility of EU funding, conflicts of interest, language, obligation to provide information and keep records, audits and checks by the EU, the processing of personal data, liability for damages and ethics and security requirements,
- will not subcontract any of the work so subcontracted.

Addition or replacement of subcontractors

If, subsequently, the tenderer needs to change or add new subcontractors (Phases 1 through 3), these new subcontractors must observe the requirements described in the above section and following the same form. The tenderer must inform the Buyers Group at least 5 days before any work or service is to be conducted. Where the tenderer involves new subcontractors, the notice shall be accompanied by a Declaration of Honour (TD3a), the description of the involvement and if work is to begin shortly the originally signed agreement described in above section.

Changes and additions to subcontractors named in prior offers require authorisation by the Buyers Group. No change in subcontractor shall be possible if:

- It leads to a reduction of the number of Specific Contracts in a phase below the minimum numbers set out in Section 2.5.
- It leads, according to an independent legal report, to IPR/confidentiality issues (i.e. if associated participants selected for Phase I decide to continue as subcontractor for another bidder).
- It prevents the tenderer from meeting the selection criteria required under section 3.3.

The approach to subcontracting (selection of subcontractors and management) is to be described in the tender.

3.2 Exclusion criteria

The exclusion criteria are as follows:

Exclusion criteria	Evidence
A) Conflict of Interest (see section 4.2.1)	Declaration of Honour (TD3a)
B) Exclusion grounds as defined in Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 (see section 4.2.2)	

Tenderers that do not comply with these criteria will be excluded.

Bidders shall explicitly assure that they are not subject to any of the exclusion criteria listed above by presenting a duly signed and stamped declaration of honour, using for this purpose the template provided in Declaration of Honour on Exclusion Criteria (TD3a).

In case of **joint tenders**, all members of the consortium or group of bidders must accredit their compliance with the above-mentioned criteria by providing a signed Declaration of Honour on Exclusion Criteria (TD3a).

In case of **subcontracting**, all subcontractors must provide a Declaration of Honour on Exclusion Criteria (TD3a) signed by an authorised representative.

Should there be any doubt as to any of these criteria, bidders may be requested to provide additional information and/or evidence.

A) Conflict of interest

Tenderers that are subject to a conflict of interest may be excluded. If there is a potential conflict of interest, tenderers must immediately notify the lead procurer in writing.

A conflict of interest is any situation where the impartial and objective implementation of the evaluation of tenders and/or implementation of the contract is compromised for reasons relating to economic interests, political or national affinity, family, personal life (*e.g. family or emotional ties*) or any other shared interest.

Note: If an actual or potential conflict of interest arises at a later stage (i.e. during the implementation of the contract), the contractor must contact the Lead Procurer, who is required to notify the EU and to take steps to rectify the situation. The EU may verify the measures taken and require additional information to be provided and/or further measures to be taken.

B) Exclusion grounds as defined in Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014

Grounds relating to criminal convictions

The Lead Procurer shall exclude a bidder if it has been the subject of a conviction by final judgement for one of the following reasons:

- Participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2 of Council Framework Decision 2003/568/JHA (34), as well as corruption as defined in the national law of the lead procurer or the economic operator;
- Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
- Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of the aforesaid Framework Decision;
- Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
- Child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

The obligation to exclude a bidder shall also apply where the person convicted by final judgement is a member of the administrative, management or supervisory body of that bidder or has powers of representation, decision or control therein.

Grounds relating to the payment of taxes or social security contributions

A bidder shall be excluded from participation in this procurement procedure where the lead procurer is aware that the bidder is in breach of its obligations relating to the payment of taxes or social security contributions, and where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of the country of the Lead Procurer.

Furthermore, the Lead Procurer may exclude from participation in this procurement procedure a bidder where the Lead Procurer can demonstrate by any appropriate means that the bidder is in breach of its obligations relating to the payment of taxes or social security contributions.

This paragraph shall no longer apply when the bidder has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

Grounds of insolvency or professional misconduct

The lead procurer may exclude a bidder in any of the following situations:

- Where the bidder is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
- Where the lead procurer can demonstrate by appropriate means that the bidder is guilty of grave professional misconduct, which renders its integrity questionable; Where the lead procurer has sufficiently plausible indications to conclude that the bidder has entered into agreements with other economic operators with the intention of distorting competition;
- Where a conflict of interest cannot be effectively remedied by other less intrusive measures;
- Where a distortion of competition from the prior involvement of the bidder in the preparation of this procurement procedure cannot be remedied by other, less intrusive measures;
- Where the bidder has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
- Where the bidder has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria;
- Where the bidder has undertaken to unduly influence the decision-making process of the lead procurer, to obtain confidential information that may confer upon it undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

3.3 Selection criteria

The purpose of the selection criteria is to determine whether a tenderer has the financial, economic, technical and professional capacity necessary to carry out and perform the work.

These selection criteria will be evaluated on a pass/fail basis. “Fail” means that the evidence given does not provide sufficient indication of the tenderer’s expertise, ability and/or equipment to meet project’s objectives. Any tenderer that cannot meet all requirements in this Section will not be selected.

The selection criteria are as follows:

Selection criteria	Evidence
A) Ability to perform R&D up to original development of the first products or services	Description of the capacity, materials and equipment that are available to the tenderer for research, prototyping and limited production and supply of the first set of products or services.

B) Technical ability and challenge related capacity	Description of the ability to develop a holistic and transferable Renovation Approach covering the Common Challenge and develop Renovation Packages to be deployed in buildings.
C) Commercially exploit the results of the PCP, including intangible results, in particular IPRs	Description of the financial and organisational structures that are available to the tenderer for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results.

Tenderers that do not comply with these criteria will be excluded. More details about each selection criterion are provided in the Administrative Application Template (TD5).

Detailed instructions on evidence to be provided are explained in the Tender Application Template – Administrative [TD5], among other the following detail is requested:

- Provide a description of relevant reference and/or previous projects (executed during the last 5 years)
- Demonstrate the expertise and working experience required to undertake an innovative R&D project by providing a number of CV of key personnel and competences, which they consider necessary to complete the project.
- Confirm that the tenderer organisation has a Business Continuity / Disaster Recovery / Risk Management plan that ensure the described services are delivered in the event of a disruption affecting their business and ensures continuity of supply / service from their critical suppliers.
- Confirm that the Tenderer will take the appropriate level of insurance cover if it is to be successful in winning the contract.

Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

3.4 Award criteria

There are two types of award criteria (on/off criteria and weighted criteria).

3.4.1 On/off criteria

On/off award criteria can only have the value 0 or 1. The score of the other (weighted) award criteria is multiplied by this value (so that the total score becomes 0 if a tender scores 0 on an on-off award criterion).

Tenders must comply with the following on/off award criteria:

On/off criteria	Evidence
A) Compliance with the definition of R&D services	Declaration of Honour on On/off Award Criteria (TD3b)
B) Compatibility with other public financing	
C) Compliance with the requirements regarding the place of performance of the contract	
D) Compliance with ethics requirements	

E) Compliance with security requirements

Tenders that do not comply with these criteria will be excluded.

The offers for each phase will be evaluated against these criteria.

A) Compliance with the definition of R&D services

Tenders that go beyond the provision of R&D services will be excluded.

R&D covers fundamental research, industrial research and experimental development, as per the definition given in the EU R&D&I state aid framework¹⁴. It may include exploration and design of solutions and prototyping up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards.¹⁵ R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements. The purchase of commercial volumes of products or services is not permitted.

The definition of services means that the value of the total amount of products covered by the contract must be less than 50 % of the total value of the PCP framework agreement.

The following evidence is required:

- the financial part of the offer for the framework agreement must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement
- the financial part of the offer for each phase must give a breakdown of the price for that phase in terms of units and unit prices for every type of item in the contract, distinguishing clearly the units and unit prices for items that concern products
- the offers for all three phases may include only items needed to address the challenge in question and to deliver the R&D services described in the request for tenders
- the offers for all three phases must offer services matching the R&D definition above
- The EC guidance on PCPs also specifies that “the total value of products offered in Phase I respectively Phase II must be less than 50 % of the value of the Phase I respectively Phase II contract and the total value of products offered in Phase III must be so that the total value of products offered in all phases (I, II and III) is less than 50% of the total value of the PCP Framework Agreement”

B) Compatibility with other public financing

Tenders that receive public funding from other sources will be excluded if this leads to double public financing or an accumulation of different types of public financing that is not permitted by EU legislation, including EU state aid rules. Compliance needs to be confirmed in a dedicated section of the Declaration of Honour on on/off Award Criteria (TD3b).

¹⁴ See Point 15 of the Commission Communication on a framework for state aid for research and development and innovation (C(2014) 3282).

¹⁵ See Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the [revised WTO GPA 2014](#).

C) Compliance with requirements relating to the place of performance of the contract

Tenders will be excluded if they do not meet the following requirements relating to the place of performance of the contract:

- At least 50% of the total value of activities covered by the framework agreement must be performed in the EU Member States or H2020 associated countries. The principal R&D staff working on the PCP must be located in the EU Member States or H2020 associated countries.
- At least 50% of the total value of activities covered by each specific contract for each PCP phase must be performed in the EU Member States or in H2020 associated countries. The principal R&D staff working on each specific contract must be located in the EU Member States or H2020 associated countries.

The percentage is calculated as the part of the total monetary value of the contract that is allocated to activities performed in the EU Member States or in other countries associated to Horizon 2020. All activities covered by the contract are included in the calculation, i.e. all R&D and operational activities that are needed to perform the R&D services (e.g. research, development, testing and certifying solutions). This includes all activities performed under the contract by contractors and, if applicable, their subcontractors.

The principal R&D staff are the main researchers, developers and testers responsible for leading the R&D activities covered by the contract.

The countries associated to Horizon 2020 are those listed as associated countries in the Participant Portal Online Manual¹⁶.

The following evidence is required:

- the financial part of the offer must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement and give a breakdown of the price for the current phase in terms of units and unit prices (hours and unit price per hour), for every type of item in the contract (e.g. junior and senior researchers)
- a list of staff working on the specific contract (including for subcontractors), indicating clearly their role in performing the contract (i.e. whether they are principal R&D staff or not) and the location (country) where they will carry out their tasks under the contract
- a confirmation or declaration of honour that, where certain activities forming part of the contract are subcontracted, subcontractors will be required to comply with the place of performance obligation to ensure that the minimum percentage of the total amount of activities that has to be performed in the EU Member States or in countries participating in Horizon 2020 is respected

D) Compliance with ethics and research integrity

Tenders will be excluded if they:

- do not comply with the following rules:

¹⁶ [List of H2020 associated countries.](#)

- ethical principles (including the highest standards of research integrity, notably as set out in the [European Code of Conduct for Research Integrity](#)¹⁷, and, in particular, avoiding fabrication, falsification, plagiarism and other research misconduct)
- applicable international, EU and national law
- include plans to carry out activities that are prohibited in all Member States or in a country outside the EU (where those activities are allowed)
- include activities that do not focus exclusively on civil applications
- do not comply with the ethics requirements specified in the Framework Agreement.

If the tender involves activities that raise ethical issues, the tenderer must submit an ethics self-assessment that:

- describes how the tender meets the legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out
- explains in detail how the tenderer intends to address the ethical issues identified, in particular as regards:
 - objectives (e.g. dealing with vulnerable populations and dual-use goods¹⁸)
 - methodology (e.g. involvement of children and related consent procedure and protection of data collected)
 - the potential impact (e.g. issues relating to the dual use of goods, environmental damage, stigmatisation of particular social groups, political or financial retaliation, benefit-sharing and malevolent use of results).

For information on ethics issues, see the guidance for EU grant beneficiaries [How to complete your ethics self-assessment](#).

Note: Call-offs for phases II and III may request that this information be updated in the offers submitted for these phases.

Before starting the particular task that raises ethical issues, contractors must provide a copy of:

- any ethics committee opinion required under national law; and
- any notification or authorisation for activities raising ethical issues required under national law.

The Framework Agreement contains a provision on ethics.

E) Compliance with security

Tenders will be excluded if they do not comply with EU, national and international law on dual-use goods or dangerous materials and substances.

Tenders themselves must not contain any classified information.

If the output of activities or results proposed in the tender raise security issues or uses EU-classified information, the tenderer must show that these issues are being handled correctly. In such a case, tenderers are required to ensure and to provide evidence of the adequate clearance of all relevant

¹⁷ The [European Code of Conduct for Research Integrity](#) of ALLEA (All European Academies) of March 2017.

¹⁸ See Article 2(1) EU export control Regulation No [428/2009](#).

facilities. They must examine any issues (*such as those relating to access to classified information or export or transfer control*) with the national authorities before submitting their offer. Tenders must include a draft Security Classification Guide (SCG), indicating the expected levels of security classification.

Note: If necessary for the tender procedure or for performing the contract itself, contractors will be requested to ensure appropriate security clearance for third parties (e.g. for external experts needed to evaluate the proposal).

Call-offs for phases II and III may request that this security information be updated in the offers submitted for that phase.

Before starting the particular task that raises security issues, contractors must provide a copy of any export or transfer licences required under EU, national or international law.

Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

3.4.2 Weighted award criteria

The award criteria and the overall tender evaluation approach developed in procuRE are built upon the principle of delivering the best value for money, the guidelines in the Directive 2014/24/EU, the Horizon 2020 approach to evaluating R&D projects¹⁹, the EAFIP toolkit²⁰, similar PCPs introducing physical structures, and by the national and regional experiences of the six procuring organisations.

A tender will be evaluated against the award criteria set out here only if the tenderer is not excluded through application of the exclusion criteria, and only if the requirements in the selection criteria, the on/off award criteria, and the administrative instructions are met.

Structure of award criteria and link to Challenge Brief (TD2) and Tender Template (TD6)

The award criteria are clustered in:

- **Technical:** Focuses on the overall system design to be applicable to several buildings, including the choice of technologies and methodologies throughout the renovation, from planning, design, implementation, training, operation and continuous commissioning as well as the innovativeness of the system integration and individual components.
- **Commercial feasibility:** Focuses on the contractual models for investment, financing and (energy) determining the total cost of ownership (e.g. CAPEX, OPEX, annual fees) across all phases (design, implementation, operation and maintenance). The models need to incorporate existing incentives and (inter)national funding and enable procurers to perform a larger number of retrofits within their yearly budget constraints. To ensure European-wide uptake, the commercialisation plans are assessed.
- **Project management:** Focuses on the novel approach to manage renovations by using a Co-Design procedure and operation with Continuous Commissioning, also considering the quality, efficiency and feasibility of the proposed implementation approach. This includes the approach to ensure availability of local contractors if they are to be added during Phase II.

¹⁹ https://ec.europa.eu/research/participants/docs/h2020-funding-guide/grants/from-evaluation-to-grant-signature/evaluation-of-proposals/elig_eval_criteria_en.htm

²⁰ <https://eafip.eu/toolkit/>

To achieve a high degree of transparency for tenderers the **award criteria are aligned with the description of the common challenge (TD2) and the application template (TD6)**. Each criterion is represented in Level 1 headings and each sub-criterion is represented in Level 2 headings in the Challenge Brief and the Technical Application Template. This ensures transparency as to where input is expected and how to which criterion any given section will contribute.

Figure 6. Aligned structure of weighted award criteria, challenge brief, and tender template

(Weighted) Award Criteria	Request for tender TD1	Challenge Brief TD2	Technical Application Template TD6
Technical Criteria		1 Technical	1 Technical
T1 System Integration		1.1 T1 - System Integration	1.1 T1 - System Integration
T2 Degree of achievement of objectives ...		1.2 T2 - Degree of achievement of ...	1.2 T2 - Degree of achievement of ...
...	
Section 3.4.2 includes:		Challenge Brief includes:	Technical Application Template includes:
<ul style="list-style-type: none"> ▶ Maximum points ▶ Thresholds / Weights ▶ Score scheme ▶ Formulas 		<ul style="list-style-type: none"> ▶ Challenge description for each criterion ▶ Aspects relevant for assessment ▶ Annexes 	<ul style="list-style-type: none"> ▶ Pre-defined sections, sub-headings and some standardised tables ▶ Notes on content expected

The procuRE weighted award criteria

Table 4 describes the weights for each criterion as well as the maximum points and thresholds for each sub-criterion. The contents of each criterion are described in the Challenge Brief (TD2).

Table 4. The procuRE weighted award criteria.

Weighted award criteria for Phase I ²¹	Maximum points	Threshold	Weight
Technical Criterion			60%
T1 - System Integration: Methodology and Process	35	15	
T2 - Degree of achievement of objectives in reference buildings	30	20	
T3 - Training & Education of professionals and users	15	10	
T4 - Innovativeness compared to market state-of-the-art	20	10	
Total for technical	100	50	

²¹ The basis for evaluation in the Call for Tenders evaluation are the written tenders. The evaluation of the call-offs takes into account, in addition to the updated offers from the Call for Tenders, also the experience and outcomes achieved in that phase, distributed across the different award criteria.

Commercial Feasibility Criterion			15%
CF1 - Investment, energy service contracting and financing models / Total cost of ownership	65	40	
CF2 - Commercialisation Plan	35	20	
Total for commercial feasibility	100	60	
Project Management Criterion			25%
PM1- Interface to procurers	30	15	
PM2 - Quality and completeness of the work-plan as well as detail of task and result descriptions	35	20	
PM3 - Feasibility of plan and resources to meet the objectives	35	20	
Total for project management	100	60	
Overall total score for tender	100	50	

Weighted award criteria for Phase II	Maximum points	Threshold	Weight
Technical Criterion			55%
T1 - System Integration: Methodology and Process	35	20	
T2 - Degree of achievement of objectives in demonstration buildings	35	20	
T3 - Training & Education of professionals and users	15	10	
T4 - Innovativeness compared to market state-of-the-art	15	10	
Total for technical	100	60	
Commercial Feasibility Criterion			20%
CF1 - Investment, energy service contracting and financing models / Total cost of ownership	70	40	
CF2 - Commercialisation Plan	30	20	
Total for commercial feasibility	100	60	
Project Management Criterion			25%
PM1- Interface to procurers	30	20	

PM2 - Quality and completeness of the work-plan as well as detail of task and result descriptions	40	25	
PM3 - Feasibility of plan and resources to meet the objectives	30	20	
Total for project management	100	65	
Overall total score for tender	100	60	

Weighted award criteria for Phase III	Maximum points	Threshold	Weight
Technical Criterion			50%
T1 - System Integration: Methodology and Process	30	15	
T2 - Degree of achievement of objectives in demonstration buildings	40	25	
T3 - Training & Education of professionals and users	20	15	
T4 - Innovativeness compared to market state-of-the-art	10	5	
Total for technical	100	60	
Commercial Feasibility Criterion			25%
CF1 - Investment, energy service contracting and financing models / Total cost of ownership	60	40	
CF2 - Commercialisation Plan	40	30	
Total for commercial feasibility	100	70	
Project Management Criterion			25%
PM1- Interface to procurers	25	15	
PM2 - Quality and completeness of the work-plan as well as detail of task and result descriptions	40	25	
PM3 - Feasibility of plan and resources to meet the objectives	35	20	
Total for project management	100	60	
Overall total score for tender	100	60	

Tenders must score above the weighted award sub-criteria thresholds given, for each threshold. Tenders that do not reach the minimum quality thresholds will be rejected.

Remarks on weighted award criteria

The criteria list for Phases II and III are preliminary and subject to change. For example, additional sub-criteria may be added for the call-offs for Phases II and III. The final list of criteria for these phases will be provided in the call-off documentation. The weight scores per selection criterion for Phases II and III are also subject to change in the call-off documents.

Suppliers may be requested to provide additional information in relation to these criteria should it be needed.

All the award criteria will be evaluated by examining the written tender.

Assessment scheme

Each weighted award sub-criterion is scored based on the following scheme.

Table 5. procuRE assessment scheme.

Assessment	Description	Score
Outstanding	The response exceeds the requirement providing significant added value to it, which is described very convincingly.	10
Excellent	The response fully meets the requirement and the provided explanation is very convincing.	9
Very good	The response addresses the requirement very well, but a small number of inconsistencies, or minor shortcomings are present.	8
Good	The response addresses well the requirement in most respects and provides certain information which is relevant, but a small number of shortcomings are present.	7
Fairly good	The response meets the requirement in certain material respects and provides certain information, which is relevant, but which is lacking or inconsistent in material respects, or a number of shortcomings are present.	6
Fair	The response addresses multiple aspects of the requirement, but the provided explanation is not fully convincing, and a number of shortcomings are present.	5
Poor	The response broadly addresses the requirement, but there are multiple shortcomings.	4
Fairly poor	The response inadequately addresses the requirement, or it contains significant shortcomings.	3
Very poor	The response significantly fails to meet the requirements, or it contains serious shortcomings.	2
Extremely poor	Multiple important aspects of the requirement are missing.	1
Unacceptable	No response is provided, or none of the aspects of the requirement are met.	0

Example calculation

During initial tender, if the achieved score is “good” (i.e., 7) on TR1, the supplier receives 7 (score) * 35 (max. points) / 10 (max score) = 24.5 points. This is above the 15-point threshold. The same approach is applied to TR2-TR4. Subsequently, all the points are added, leading to a total number of quality score points for the Technical Criterion. This is multiplied by the weighting percentage – in this case 60% – leading to a final quality score for that criterion. All groups are dealt with in the same way and all the quality scores per group are added to calculate the total quality score.

3.5 Price-quality ratio

The contracts will be awarded to the most economically advantageous tenders, i.e. the tenders scoring above all thresholds and offering the best price-quality ratio determined in accordance with the formula below.

$$Total\ Score_{Tender\ i} = 80\% * Quality_{Tender\ i} + 20\% * \left(\frac{lowest\ price\ of\ all\ tenders}{Price_{Tender\ i}} * 100 \right)$$

The price applied is to be the total offered price relating to the next specific contract (contract for each phase) in the PCP. For the initial tender, the price for Phase I will be applied.

The maximum score for a tender is 100 points, of which 80% correspond to the technical quality and 20% to the financial offer, as shown in the formula above.

Should there be any doubt as to the application of any of these criteria to a tender / offer, tenderers may be requested to provide additional information.

3.6 Evaluation procedure: Opening of tenders and evaluation

Opening of tenders

Tenders will be evaluated in a non-discriminatory manner in accordance with the legal requirements provided for in relevant provisions under Slovenian regulations.

The tenders will be opened within the S-Procurement information system. The time limit for opening tenders is specified in the S-Procurement information system.

Opening will be performed by the Lead Procurer through the S-Procurement information system after the hour specified for the public opening of tenders. During the process of opening the tenders, the latter shall be decrypted and the information contained in the content of tenders shall be made available to the Buyers Group and all individuals tasked by the Buyers Group. The bidding economic operators will be provided with a record of the opening of tenders through the S-Procurement system.

Upon the request addressed to the Lead Procurer, access to the minutes of the opening of tenders may be requested also by entities which have not submitted a tender.

Organisation of the tender evaluation

The tender evaluation is carried out by an Evaluation Committee, which is appointed by the Lead Procurer. Each of the six procurers will nominate three or more experts to the Evaluation Committee they wish to represent them. Irrespective of the total number of experts, the expert members of a given procurer form that procurer's Evaluation Team. The Evaluation Committee is therefore made up of six Evaluation Teams.

The experts in the Evaluation Committee should reflect relevant expertise areas – procurement, technical, business. The nomination is done by forwarding information on the identity, education, professional qualifications and experience of the relevant nominee to the Lead Procurer. When doing so, the procurers shall use the form provided by the Lead Procurer. It is a duty of each procurer to ensure the person appointed is in accordance with the requirements provided by the law in force and there are no reasons for excluding the candidate.

The Lead Procurer draws up a list of the members of the Evaluation Committee, based on persons appointed by the other procurers.

Note: Each member of the Evaluation Committee will sign in advance a Declaration of absence of conflict of interest and protection of confidentiality and in addition specifically notify the Lead Procurer if there is any conflict of interest with any of the tenderers.

When carrying out their tasks, the Evaluation Committee shall not seek or take instructions from the Lead Procurer, other procurers, any institutions, bodies, offices or agencies, from any government of a Procurer or from any other body. The Committee shall respect the general principles settled in relevant provisions under Slovenian regulations, specifically Slovenian Code of Public Procurement No Slovenian Public Procurement Act (Official Gazette of the Republic of Slovenia, Nos. 91/15 and 14/18; hereinafter: ZJN-3²², and work in accordance with all the provisions and content of the Contract Notice.

The nomination and appointment of the Evaluation Committee shall take place in good time for meeting deadlines set for the evaluation of tenders.

Note: For phases II and III, no differences in the composition of the Evaluation Committee or in the procedure are expected.

The Lead Procurer will keep duly certified copies of the Declaration of absence of conflict of interest and protection of confidentiality, signed by the Committee members. The Lead Procurer will refuse to accept a nomination if a conflict of interest is stated in the above-mentioned Declaration.

Evaluation

The Evaluation Committee may request clarification or additional evidence if needed. The tenderer concerned will be notified by the Lead Procurer by email. The tenderer will have five (5) calendar days (from the day he receives the notification) to send the clarifications and / or evidence requested. After this deadline, if no answer is received from the tenderer, the offer may be rejected and excluded from the tender evaluation. The tenderer will be informed by the Lead Procurer by email.

The Evaluation Committee will carry out the selection of requests to participate and will evaluate tenders on the basis of exclusion, on/off award and selection criteria e.g. not meeting formal requirements.

Only tenders that satisfy the provided requirements, that are not excluded on the basis of the exclusion criteria and that meet the selection criteria, are admissible for evaluation under the weighted award criteria.

²² http://www.djn.mju.gov.si/resources/files/Predpisi/ZJN-3_ang_prevod.pdf

The Evaluation Committee plans to, within three weeks of the start of the evaluation, issue its reports on selection and award, respectively.

In summary, the Evaluation Committee will carry out the following steps:

- Step 1 — Checking whether the tenderer is not in one of the situations covered by the exclusion criteria
- Step 2 — For tenderers passing Step 1, assessing whether the tenderer has the capacities necessary to perform the contract, on the basis of the selection criteria
- Step 3 — For tenderers passing Step 2, evaluating the tender based on the on/off award criteria
- Step 4 — For tenders passing Step 3, evaluating the tender based on the weighted award criteria
- Step 5 – After application of the price-quality formulae, preparing the outcome letters which include justification of the evaluation outcome, including the tender scoring, the tender rank, and a summary report with evaluation comments that should be addressed by the selected tenders in the next PCP phase

The Evaluation Committee will reach its decision by a Simple Majority vote (based on the six (6) procurers and their Evaluation Teams, with each procurer / Evaluation Team having one vote). Should the vote result in a tie, the vote of the Lead Procurer breaks the tie. It is, however, expected that the Evaluation Teams make their best endeavours to reach unanimous decisions as to the content and conclusions of the reports.

Each member of the Evaluation Committee shall carry out their tasks in an independent manner, applying their professional judgement.

For Step 5, the Evaluation Committee will incorporate evaluation comments from all Evaluation Committee members. The procuRE Expert Board may be requested to provide input to the comments provided. The Board consists of experts with relevant expertise – system design, renewable production, storage, and financing.

Expert Board members may be requested by the Evaluation Committee to provide comments on weaknesses of the tenders from their respective expert perspective. Inclusion in the evaluation summary reports remains at the discretion of the Evaluation Committee.

Note: Each member of the Expert Board will sign in advance a Declaration of absence of conflict of interest and protection of confidentiality and in addition specifically notify the Lead Procurer if there is any conflict of interest with any of the tenderers.

For Phases II and III, no differences in the composition of the Evaluation Committee or in the procedure are to be expected apart from the fact that the evaluation will have only two steps: evaluating the offers based on the on/off and weighted award criteria.

The Buyers Group headed by the Lead Procurer will evaluate the tenders and offers for the call-offs for Phase II and III jointly and make a *joint* award decision.

For each phase and each tender received, the Lead Procurer will send an evaluation form to the Commission or its agency as part of the deliverables to be submitted at the end of the tender evaluation. It will include: the final scores awarded, a qualitative appraisal per evaluation sub-criterion, minutes of the evaluation meeting, the final ranking list, decisions taken, notification of the decisions, any challenge by suppliers and replies to a challenge, if any.

4 Content and format of tenders

4.1 Format

Tenderers shall submit tenders electronically not later than the deadline specified in section 2.2.

The S-Procurement information system is used for the communication and exchange of information in the procurement procedure. Access to the information system is provided after prior registration via the following web address:
<https://community.vortal.biz/sts/Login?SkinName=sprocurement¤tLanguage=en>.

Tenderers should take full account of all the tender documents available on the platform.

List of tender documents:

- TD1 – Request for tenders
- TD2 –Challenge Brief
- TD3a – Declaration of Honour – Exclusion Criteria
- TD3b – Declaration of Honour – on/off Award Criteria
- TD4 – Power of Attorney (not required for single organisation as tenderer)
- TD5 – Tender Application Template – Administrative section
- TD6 – Tender Application Template – Technical section
- TD6a – Tender Application Template – Technical - KPIs
- TD7 – Tender template – Financial section
- TD8 – PCP Framework agreement
- TD9 – PCP Specific contract for phase [I][II][III]

Tender Content

The following documents must be submitted as part of the tender: TD3a, TD3b, TD4 (not required for a single organisation as tenderer), TD5, TD6, TD6a, TD7 contained in:

- three PDF attachments, clearly named using the terms "administrative"²³, "technical" and "financial".
- two Excel attachment (xlsx format) clearly named using the terms “technical”, and “financial”:
 - the final TD7 – Financial section (also provided as PDF)
 - time series data in TD6a – Tender Application Template - Technical – KPIs
- PDF attachment of the technical section will be in word-searchable format. The technical sections which are not word-searchable will not be taken into evaluation.

All offers must indicate their minimum validity period from submission (at least six months).

Tender Submission

The tenderer must register before starting the tender preparation in the S-Procurement information system. If the economic operator is already registered in the S-Procurement information system, it shall log in at the same address. Instructions for the economic operators registration and submission

²³ “Administrative” corresponds to a combination of TD3a, TD3b, TD4 (if applicable) and TD5

of tenders are available [here](#) and support in English language is provided via the help desk podpora@s-procurement.si, telephone: +386 (0) 1 60 100 71, 8.00-16.00.

Tenderers must act with due diligence and in accordance with the diligence of a good businessperson when preparing and submitting a tender in electronic form and when using the information system.

A tender shall be deemed submitted on time if the Lead Procurer receives it through the used system before the time limit for receipt of tenders specified in 2.2. A tender that is marked as “encrypted and sent” in the S-Procurement information system shall be considered a submitted tender. Upon submission of the tender, a confirmation of the submitted tender is sent to the economic operator’s e-mail address.

The economic operator may withdraw or modify its tender by the time limit for submission of tenders. If the economic operator withdraws its tender through the S-Procurement information system, the tender shall be deemed not to have been submitted. If the economic operator modifies its tender through the S-Procurement information system, the Lead Procurer shall have access to the modified tender.

All costs associated with the preparation and submission of the tender shall be borne by the economic operator itself.

Any questions on the request for tender, tender documents or tendering process must be sent in accordance with the procedure outlined in section 5.3.

Tenders that do not comply with the formal and delivery requirements described in this section will be rejected.

Call-offs

More detailed information about the final layout requirements for the Phase II and III offers will be provided before each call-off.

4.2 Administrative section

The Administrative Section shall contain information and evidence on the legal capacity, non-disqualification from exclusion criteria, economic and financial standing of the bidder, technical and professional solvency and fulfilment of the on/off award criteria, to be provided by means of the documents and forms described below:

1. The legal capacity and the representation of the bidders shall be proved by a signed Legal Entity Form with its supporting evidence. All tenderers (including all members of the group in case of joint tender) must provide this form. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm
2. The tenderer (or the leader in case of joint tenders) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender.

The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

3. In the case of a joint tender, the documentation referred to in section 3.1.1 of this Call for tender shall be provided.
4. In the case of subcontracting, the documentation referred to in section 3.1.2 of this Call for tender shall be provided.
5. The non-subjection of the bidder to any of the exclusion grounds contained in section 3.2 of this Call for tender shall be proved by means of the types of evidence referred to in that section.
6. The fulfilment of the bidder of the selection criteria contained in section 3.3 of this Call for tender shall be proved by means of the types of evidence referred to in that section.
7. The fulfilment of the bidder of the on/off award criteria contained in section 3.4.1 of this Call for tender shall be proved by means of the types of evidence referred to in that section.
8. The documentation to be included in the administrative section may be submitted in English, or in a language other than the previous ones, provided that, in the latter case, the original documents are accompanied by their translation into English and a duly signed and stamped copy is annexed to the bid.
9. Should there be any doubt as to any of these requirements, bidders may be requested to provide additional information and/or evidence.

Call-offs

More detailed information for the Phase II and III offers will be provided in the call-offs (in particular on the technical implementation plan, updated business plan and list of IPRs).

4.3 Technical section

Tenderers are requested to use the tender template TD6 and follow the instructions therein.

The technical section is limited to 90 pages.

Tenders must include a detailed **technical offer**, containing:

- a technical plan that outlines:
 - the tenderer's idea for addressing all the requirements described in the Challenge Brief (TD2) and section 2.1
 - technical details of how this would be implemented
 - including an explanation of the methodology, a work plan and details of deliverables and milestones for Phase I and
 - must specify the plans for and objectives of the subsequent Phases II and III and beyond
- a draft business plan that explains the proposed approach to commercially exploit the results of the PCP and to bring a viable product or service onto the market
- a list of the pre-existing rights (background) relevant to the tenderer's proposed solution, in order to allow IPR dependencies to be assessed

- a risk assessment and risk mitigation strategy
- a reply to the question "Does this tender involve ethical issues? (YES/NO)" and if YES, an ethics self-assessment, with explanations how the ethical issues will be addressed (see section 4.2)
- a reply to the question "Does this tender involve: activities or results that may raise security issues and/or EU-classified information²⁴ as background or results? (YES/NO)" and if YES information on how these issues will be addressed (see section 4.2)

Tenders failing to meet these requirements will be excluded.

The information provided in the technical section of the tender will be used to evaluate the tenders, on the basis of the weighted award criteria and the on/off criteria A, D and E.

Call-offs

More detailed information for the Phase II and III offers (in particular on the technical implementation plan, updated business plan and list of IPRs) will be provided in the call-offs.

4.4 Financial section

The tender must include a detailed **financial offer** specifying:

- binding **unit** prices for all items needed for carrying out Phase I and for items that are expected to be needed for phases II and III (given in euros, excluding VAT but including any other taxes and duties)
- a fixed **total price** for Phase I and an estimated total price for Phases II and III, broken down to show unit prices and the number of each unit needed to carry out Phase I (given in euros, excluding VAT but including any other taxes and duties).

Since all suppliers will be paid by the Lead Procurer (centralised payments), and Energy Agency of Savinjska, Šaleška and Koroška Region is the Lead Procurer in the procuRE PCP, the valid Slovenian and EU VAT legislation will be applied in the project. These provisions also apply to suppliers from Turkey, Israel, and other countries outside of EU VAT legislation.

In addition, the financial section must include:

- a **price breakdown** that shows the price for R&D services and the price for supplies of products (to demonstrate compliance with the definition of R&D in on/off criterion A)
- a **price breakdown** that shows the location or country in which the different categories of activities are to be carried out (*e.g. x hours of senior researchers in country L at y euro/hour; a hours of junior developers in country M at b euro/hour*) (to demonstrate compliance with the requirement relating to place of performance in on/off criterion C)
- the **financial compensation** valuing the allocation of ownership of the **IPRs** generated during the PCP to the tenderer, by giving an absolute value for the price reduction between the price offered in the tender compared to the exclusive development price (i.e. the price that would have been quoted were IPR ownership to be transferred to the procurers) in order to ensure compliance with the [EU R&D&I state aid framework](#).

²⁴ See [Decision 2015/444/EC, Euratom](#) on the provisions on security of EU-classified information.

Note: The unit prices quoted for each category of items (e.g. hourly rates for junior and senior researchers, developers and testers) remain binding for all phases (i.e. for the duration of the framework agreement).

The financial compensation for IPRs must reflect the market value of the benefits received (i.e. the opportunity that the IPRs offer for commercial exploitation) and the risks assumed by the contractor (e.g. the cost of maintaining IPRs and bringing the products onto the market).

The information provided in the financial section of the tender will be used to evaluate the tenders on the basis of the price award criteria and the on/off award criteria A and C.

Call-offs

More detailed information for the Phase II and III offers will be provided in the call-off. The price for Phase II and III offers must be based on the binding unit prices in the tender and the price conditions set out in the Framework Agreement. Where **new units/unit prices** (e.g. for new tasks or equipment) are subsequently added to the Phase II or III offers, they will become binding for the remaining phases.

Similar price breakdowns will be requested for the call-offs for Phases II and III. The total offer price for Phase III will be binding for delivery of the described renovation to three Demonstration Sites, specifically to any three selected by the Buyers Group.

5 Miscellaneous

5.1 Language

All communication (relating to either the tender procedure or the implementation of the contract) must be carried out in English according to the procuRE Grant Agreement.

Tenders as well as offers for Phase II and III call-offs must be submitted in English.

Deliverables must be submitted in English.

For prototype testing in Phase II and field testing in Phase III the ability to speak the local languages (German, Portuguese, Spanish, Hebrew, Slovenian, Turkish) will be an advantage. This relates to tasks such as demonstration of prototypes, continuous communication with key procurer personnel and support staff on the ground (e.g. operators, contractors and champion occupants), maintaining a helpdesk throughout the pilot phase, etc.

With the submission of their proposals, tenderers accept these requirements.

5.2 Tender constitutes binding offer

A signed tender will be considered to constitute a firm, irrevocable, unchangeable and binding offer from the tenderer.

The signature of an authorised representative will be considered as the signature of the tender (and will be binding on the tenderer or, for joint tenders, the group of tenderers).

5.3 Unauthorised communication – Questions

The Q&A from the Open Market Consultation can be found on <https://procure-pcp.eu/fag>. It contains all questions and their answers submitted via the OMC events or via a central supplier mail before the launch of the tender.

Any questions on the request for tender, tender documents or tendering process must be sent via the “Clarifications” functionality in the “S-Procurement” information system. before the deadline set in the timeline in this document. The Buyers Group is not obliged to respond to the requests for additional clarifications submitted through other channels. The answers to these questions will be published on the project website and on the “S-Procurement” information system. It is the responsibility of all prospective bidders to check for additional information posted during the tender period.

For Phases II and III, the answers will not be published, but distributed to all contractors that successfully completed the previous phase.

Note: All other contacts (or attempted contacts) will be considered unauthorised and may lead to the exclusion of your tender.

5.4 Confidentiality

Tenderers must keep confidential any information obtained in the context of the tender procedure (including EU-classified information²⁵).

5.5 Contract implementation

Successful tenderers will be requested to sign both a Framework Agreement and specific contracts for Phases I, II and III (see the models given in TD8 and TD9).

Monitoring

During each phase, contract implementation will be monitored periodically and reviewed against the expected outcomes (*milestones, deliverables and output or results*) for the phase.

Each contractor will be assigned a main contact person (their supervisor) from the monitoring team appointed by the procurers.

There will be monthly monitoring online meetings between each contractor and the supervisor/monitoring team. The Buyers Group can request a higher frequency of monitoring meetings, where necessary. In addition (or upon agreement as a replacement), the Co-Design Procedure is to be applied to develop Renovation Packages in Phase I and Phase II (see 2.1 for detail). At least two Continuous Commissioning sessions are to follow in Phase III.

The contractor will be asked to discuss the results achieved in the preceding period and present an updated work plan. The monitoring team and supervisor are allowed to visit the contractor's premises to monitor progress. The contractor can also visit the procurer's premises, at its own expense.

The contractors are asked to obtain all information necessary for their performance. The procurers will do their best to provide the contractors with information required. The contractor must cover its own costs and thus foresee personnel and travel budgets in its offer.

The monitoring team and/or supervisor will provide written feedback to contractors after meetings or visits. Detailed information on the role of the supervisor will be provided after award of a specific contract. The role is intended to allow contractors to improve the way in which their solutions address the problem set out in the PCP description.

Payments based on satisfactory completion of milestones and deliverables of the phase

Payments corresponding to each PCP phase **will be subject to the *satisfactory completion*** of the deliverables and milestones for that phase.

Satisfactory completion will be assessed by the Evaluation Committee composed of representatives of the Buyers Group.

Satisfactory completion will be assessed according to the following requirements:

- if the work corresponding to that milestone / deliverable has been carried out
- if a reasonable minimum quality has been delivered
- if the reports have been submitted on time

²⁵ Commission [Decision 2015/444/EC, Euratom](#) of 13 March 2015 on the security rules for protecting EU-classified information.

- if the monies have been allocated to the planned objectives
- if the monies have been allocated and the work has been carried out according to the on/off criteria (place of performance, public funding and R&D definition criteria), and
- if the work has been carried out in compliance with the provisions of the contract (including in particular verification if the contractor has duly protected and managed IPRs generated in the respective phase).

‘Reasonable minimum quality’ of a report means that:

- the report can be read by somebody who is familiar with the topic, but not an expert
- the report gives insight in the tasks performed in and the results
- the report uses any reasonable template or form provided to the tenderer.

‘Reasonable minimum quality’ of a demonstration (for Phase II or III) means:

- the demonstration can be understood by somebody who is familiar with the topic, but not an expert (for instance, somebody with operational but not technical knowledge)
- the demonstration shows how the innovation works, how it can be used and (if applicable) how it is operated and maintained
- the demonstration is accessible to parties appointed by the procurers, unless these are direct competitors of the contractor.

Satisfactory completion in each of the phases does not mean successful completion. (A PCP could, for instance, be satisfactorily completed even if it concludes that the innovation is not feasible.)

The assessment will consider the efforts made by contractors to take into account the feedback from the supervisor or the monitoring team. The Buyers Group aims to approve as ‘satisfactory’ or reject submitted deliverables within fifteen (15) calendar days.

Where the Evaluation Committee judges the completion of deliverables or milestones to be unsatisfactory, the Buyers Group may decide to reduce or withdraw payments for that deliverable and/or may terminate the contract according to Article 18 of the Framework Agreement.

Invoices must be submitted to the Lead Procurer after the Lead Procurer declares satisfactory completion of the deliverables and milestones related to a payment.

Contractors must notify the Lead Procurer in good time of the bank account to which payments are to be made in a document bearing the signature of the authorised signatory of the contractor following procedures reasonably required by the Lead Procurer.

Contractors’ invoices must provide:

- a **price breakdown** showing the price for R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D in on/off award criterion A)
- a **price breakdown** showing the location or country in which the different categories of activities were performed (*e.g. x hours of senior researchers in country L at y euro/hour, a hours of junior developers in country M at b euro/hour*) (in order to demonstrate compliance with the requirement relating to the place of performance in on/off award criterion C).

Payment Schedule

- Phase I: 100% of the total price offered by the contractor will be accepted for invoicing from the date the Lead Procurer declares satisfactory completion of Phase I.

- Phase II: 10% of the total price offered by the contractor will be paid after signing the contract for the Phase II. 40% of the total price offered by the contractor will be accepted for invoicing from the date the Lead Procurer declares the satisfactory completion of the Phase II D2.4a Presentation of prototypes of key system components . 50% of the total price offered by the contractor will be accepted for invoicing from the date on which the lead procurer declares the satisfactory completion of Phase II.
- Phase III: 10% of the total price offered by the contractor will be paid after signing the contract for the Phase III. 40% of the total price offered by the contractor will be accepted for invoicing from the date on which the Lead Procurer declares the satisfactory completion of M3.1 Pilot systems ready. 15% of the total price offered by the contractor will be accepted for invoicing from the date on which the Lead Procurer declares the satisfactory completion of Phase III M3.4 One year of operational data. 35% of the total price offered by the contractor will be accepted for invoicing from the date on which the Lead Procurer declares the satisfactory completion of Phase III.

Invoices must be submitted electronically in accordance with EU standards.

Payments will be made to the bank account provided by the contractor within thirty (30) days from the date of receipt, by the Lead Procurer, of an approved invoice with the exception of the last payment in Phase III, which will be paid within hundred eighty (180) days from the date of receipt, by the Lead Procurer, of an approved invoice.

Indicative Timing in months after start of Phase I	Payment in % of contractors total price in each phase
M4	Phase I: 100%
M4	Phase II: 10%
M8	Phase II: 40%
M12	Phase II: 50%
M12	Phase III: 10%
M15	Phase III: 40%
M26	Phase III: 15%
M33	Phase III: 35%

Contractor must submit no later than 60 days of the payment of final invoice in each Phase its written statement and a written statement by any subcontractor that the subcontractor has received payment for the works performed or the services or products supplied that are directly linked to the subject matter of the Specific Contract.

Eligibility for the next phase based on successful completion of the phase

Eligibility for participation in the next phase **will be subject to *successful completion*** of the current phase.

Successful completion of a phase will be assessed by the assessment committee against the following requirements:

- if all milestones have been successfully completed
- if the R&D results meet the minimum functionality/performance requirements of the challenge description (i.e. the minimum quality/efficiency improvements which the procurers set forth for the innovative solutions to achieve)

- if the results of the R&D are considered to be promising.

‘Promising’ means:

- for Phase I, that the feasibility is convincing
- for Phase II, that the feasibility, the applicability in an operational setting and the potential impact of the product is convincing.

Note the difference between satisfactory completion (requirement for payment) and successful completion (prerequisite for passing from one phase to the next).

Finalisation of Phase III: Possible follow-up PPI procurements

A new call for tenders may be launched for a follow-up public procurement of innovative solutions (PPI) to deploy a commercial volume of innovative solutions.

Follow-up PPI procurements for a *limited* set of prototypes and/or test products developed during this PCP procurement (*‘limited follow-up PPIs’*) may be awarded by negotiated procedure (*with invitation to at least 3 potential providers, including those that successfully completed this PCP*).

Follow-up PPI procurements for a *commercial volume* of the innovative solutions developed in this PCP procurement will be subject to a new call for tenders.

5.6 Cancellation of the tender procedure

The procurers may, at any moment, cease to proceed with the tender procedure and cancel it. The procurers reserve the right not to award any contracts at the end of the tender procedure. The procurers are not liable for any expense or loss the tenderers may have incurred in preparing their offer.

5.7 Procedures for appeal

Slovenian law applies for the tender procedure²⁶.

The Lead Procurer will incorporate a standstill period of ten (10) days. The standstill period for each phase begins from the award decision and notification and lasts until date of signature by the Lead Procurer.

Any clarification, questions or appeals must be submitted in writing to suppliers@procure-pcp.eu before the end of the standstill period.

The tender procedure can be challenged by means of an administrative remedy and before the court.

Administrative remedy

A review request relating to the content of the notice and/or the tender dossier may be submitted no later than ten (10) working days from the date of publication of the contract notice or the availability of the procurement documents. A review request after the expiry of this time limit

²⁶ Slovenian Public Procurement Act (Official Gazette of the Republic of Slovenia, Nos. 91/15 and 14/18)

cannot be submitted. The review procedure shall be performed in accordance with the Slovenian Legal Protection in Public Procurement Procedures Act²⁷.

The review request shall be submitted directly via the eRevizija portal in Slovenian language²⁸. The information that a review request has been submitted shall be automatically and immediately published in the public procurement file on the Public Procurement Portal via the eRevizija portal. If, due to technical problems, the eRevizija portal is offline before the expiry of an individual time limit, information or documents may be submitted in writing directly to the Lead Procurer or by registered mail with the acknowledgment of receipt no later than the end of the next working day after the time limit. In this case and with the same time limit, they can also be submitted electronically, via the S-Procurement information system. In this case, the information or document must be signed with a secure electronic signature certified by a qualified certificate.

The applicant must state in the review request or enclose therewith:

- The name and address of the applicant (hereinafter: the applicant) and the contact person,
- Name of the Lead Procurer,
- The reference number of the procurement,
- The subject-matter of the procurement,
- A power of attorney for representation in the pre-review and review procedures if the applicant is acting through an attorney,
- Certificate of payment of a fee of EUR 4,000 to the account SI56 0110 0100 0358 802 (reference 16110-7111290-XXXXXXX, where XXXXXX is the contract notice number from the Procurement Portal provided in the form JNXXXXXX/2021-B01).

Appeal before court

Any remaining legal claim, petition or application for judicial review with regard to the procuRE PCP Procedure shall be heard by the competent court, administrative or civil, in Slovenia (please see Article 21 of the Framework Agreement). By submitting a Tender, the Tenderer accepts the exclusive jurisdiction of Slovenian courts.

Dispute resolution after signature of Framework Agreement

Tenderers are referred to the Framework Agreement on the subject of dispute resolution in the performance of a Framework Agreement.

²⁷ Official Gazette of the Republic of Slovenia, Nos. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-11, 60/17 in 72/19

²⁸ <https://www.portalerevizija.si/>