



DRAFT

Conditions for the pilot
tendering procedure for
a price premium for electricity
generated at solar photovoltaic
installations

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1. The contracting authority

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All enquiries, including questions etc., shall be submitted electronically during the tendering procedure on the tendering webpage in the tender portal

Direct access to the tender portal is obtained via the following link:

2. Type of procedure and the tender material

The tendering procedure is organised as an open procedure.

The tendering procedure is not subject to the EU Public Procurement Directive or the EU Utilities Directive.¹ As it is the assessment that the tendering procedure has clear cross-border interest, the tendering procedure shall observe the general principles of EU law in

¹ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC and Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

the TFEU Treaty² regarding, among others the principle of equal treatment, transparency, proportionality and prohibition of discrimination on grounds of nationality. Furthermore, the tendering procedure will be organised in accordance with the European Commission's Guidelines on State Aid for environmental protection and energy 2014-2020.³

The Contract Notice is published in the Supplement to the Official Journal of the European Union, cf. Contract Notice no. [] of []

3. Contents of the pilot tendering procedure

The tendering procedure relates to access to operating aid in the form of price premiums for electricity generated at solar PV installations pursuant to the Act on a Pilot Auction for Price Premiums for Electricity Produced by Solar Photovoltaic Installations⁴.

The tender material consists of:

- The present tender conditions, which in particular comprise guidelines for preparing tenders and requirements for tenderers etc.
 - Appendix 1, Contract for a price premium for electricity generated at solar photovoltaic installation(s) (*not to be filled out*)
 - Appendix 2, Template tender letter and declarations (*to be filled out*)
 - Appendix 3, Letter of intent from a financial institution to provide a guarantee payable on first demand (*to be filled out*)

In the event of a discrepancy between these tender specifications, on the one hand, and the contract (with appendices) with the winning tenderer on the other hand, the contract (with appendices) shall prevail.

A contract for a price premium for electricity generated at solar PV installation(s) provides access to operating aid in the form of price premiums for electricity generated at solar PV installations covered by the contract. The total number of contracts that will be issued has not been determined. It is the intention to conclude a number of contracts which, together, ensure that solar PV installations can be constructed with a total installed capacity of 20 MW, see below.

Each contract will cover price premiums for solar PV installations with a total installed capacity of up to 2.4 MW. The contract can cover price premiums for one or several solar PV installations, provided that the total installed capacity does not exceed 2.4 MW. After conclusion of the contract, it is permitted to divide a solar PV

² Treaty on the Functioning of the European Union

³ 2014/C 200/01

⁴ Act no. 261 of 16 March 2016



installation covered by a contract into smaller installations, or to group several installations covered by the same contract into one installation. It is also permitted to divide a contract covering several installations down to one contract for each installation. However, it is not permitted to group two or several solar PV installations covered by two or several contracts into one installation.

If a contract is concluded for a solar PV installation of 2.4 MW, for example, it will be possible to divide this installation into two installations of 1 MW and 1.4 MW, respectively. The divided installations can then continue to be covered by one contract or the contract can be divided so that there is one contract for each installation.

If, on the other hand, two contracts have been concluded, each for an installation of 1 MW, for example, these installations cannot be grouped into one installation, as they are each covered by their own contract. If the two installations of 1 MW each were instead covered by the same contract, the installations can be grouped into one installation of 2 MW or changed to, for example, two installations of 1.5 MW and 0.5 MW, respectively.

A winning tenderer cannot transfer a contract for a price premium for electricity generated at solar PV installation(s) to a third party before the installation has been connected to the grid and the guarantee obligation has lapsed as described in section 3.5. Once the installation has been connected to the grid and the guarantee obligation has lapsed, and after prior written consent from the Danish Energy Agency, the recipient of price premiums may transfer the contract. The specific rules for transfer of the contract by the recipient of price premiums are stated in point 9 of the contract. Upon transfer, the recipient of price premiums is obliged to request the Danish Energy Agency to amend the contract so that the new recipient of price premiums is stated in the contract etc. pursuant to the specific requirements in point 9 of the contract.

The installation(s) actually constructed may not exceed the installed capacity specified in the contract.

A tenderer may submit several independent tenders and conclude several independent contracts for price premiums. Independent tenders cannot be conditional upon other tenders obtaining a contract for price premiums. The locations stated in the tenders must not overlap. All installations covered by a tender must be located in the same country. If a tenderer is awarded several contracts, a guarantee for the retention penalty must be provided for each contract, cf. section 3.5.

The Danish Energy Agency intends to conclude contracts which in total cover solar PV installations with a total installed capacity of 20 MW. This includes that the

Danish Energy Agency can conclude contracts regarding solar PV installations located in Germany with a total installed capacity of 2.4 MW. Contracts relating to the remaining installed capacity up to 20 MW can only be concluded regarding solar PV installations located in Denmark, except for the Faroe Islands and Greenland.

If the full installed capacity of a final tender cannot be kept within the limits of 2.4 MW (for contracts regarding solar PV installations located in Germany) and 20 MW, respectively, the Danish Energy Agency will sign contracts for price premiums for the whole of this final tender up to a maximum of 4.799 MW and 22.399 MW, respectively, cf. subclause 2 of clause 1 of the Act on a Pilot Auction for Price Premiums for Electricity Produced by Solar Photovoltaic Installations. See also section 4.

The increase of the scope of the 2.4 MW is made for the purpose of ensuring that the whole scope is utilized in case several competitive tenders relating to installations in Germany are received which exceed 2.4 MW. Similarly, it ensures that the whole scope of 20 MW will be utilized. The increase in the scope of 20 MW will also be made if competitive tenders are only received relating to solar PV installations located in Denmark.

3.1 Location, permits, etc.

A tenderer must find suitable location(s) for the solar PV installation(s) covered by the tender. The tenderer is also responsible for obtaining all relevant permits to construct the installation, just as the tenderer is responsible for obtaining grid connection for the installation(s). The planned location of each installation must be stated in the tender, but may be changed later to another location in the same country. When changing a location, the tenderer must request that the Danish Energy Agency amends the contract to correspond with the location at which the installation is connected to the grid cf. the specific requirements in point 2.6 of the contract. A location can only be changed until such time as an installation is connected to the grid.

There are no requirements in the tendering procedure that, on the date of submission of a tender, permits or the like have been obtained to construct the installation. However, the tenderer may not make the tender conditional upon subsequently being able to obtain a permit to construct the installation, cf. section 7.

Grid connection shall be in accordance with the relevant regulations for the area in which the installation is constructed.

3.1.1 Specific requirements concerning installations located in Germany

Payment of price premiums for electricity generated at a solar PV installation in Germany can only be made provided that the relevant solar PV installation has not been installed on or integrated into a building or any other edificial structure which has been primarily constructed for purposes other than the production of electricity from solar radiation energy and provided that the relevant solar PV installation meets the restrictions regarding eligible sites in compliance with paragraph 1 no. 2 lit. a) of clause 22 of the GEEV⁵.

A further condition to receive price premiums for electricity generated at solar PV installations located in Germany, in accordance with no. 3 of clause 3 and paragraph 5 of clause 22 of the GEEV⁵, is that the maximum rated capacity of the PV installation does not exceed 10 MW, multiple modules being treated as one installation irrespective of the ownership structure solely for the purpose of calculating the support level for the respective last generator put into operation if they are located on the same site, the same property or otherwise in direct proximity and have become operational within twelve successive calendar months or have been set up in the same municipality and have become operational within 24 successive calendar months in a linear distance of up to 2 kilometres measured from the outer edge of the respective PV installation cf. for the specific requirements subpoint 2 of point 7.19 in the contract.

Furthermore, a condition for receiving price premiums for electricity generated at solar PV installations located in Germany is that the solar PV installation is equipped with remote control that allows for remotely controlling the feed-in of the electricity produced as well as providing information on the real-time feed-in, as required pursuant to clause 36 of the EEG⁶.

Moreover, a condition for receiving price premiums for electricity generated at solar PV installations located in Germany is that other state aid⁷, support under a German support scheme pursuant to German legislation or compensation for distributed feed-in of electricity under clause 18 of StromNEV⁸ or under any other subsequent German legislation, is not claimed or received.

⁵ Verordnung zur grenzüberschreitenden Ausschreibung der Förderung für Strom aus erneuerbaren Energien sowie zur Änderung weiterer Verordnungen zur Förderung der erneuerbaren Energien - GEEV

⁶ Gesetz für den Ausbau erneuerbarer Energien – EEG 2014

⁷ As defined in Article 107(1) of the Treaty on the Functioning of the European Union

⁸ Verordnung über die Entgelte für den Zugang zu Elektrizitätsversorgungsnetzen (Stromnetzentgeltverordnung – StromNEV)

3.2 Calculation and payment of price premiums

Price premiums for electricity production from a solar PV installation covered by a contract for a price premium for electricity generated at solar PV installation(s) will consist of a fixed premium in øre for each kWh generated.

The Danish Energy Agency will conclude contracts for price premiums based on the price premium offered in each of the tenders accepted. Each contract will thereby include the price premium in øre/kWh which the winning tenderer has offered to construct the solar PV installation(s) at (pay as bid). The winning tenderer cannot transfer the access to conclude a contract with the Danish Energy Agency to a third party.

A price premium will be provided for 20 years from the grid connection of the individual solar PV installation. A solar PV installation will be considered as connected to the grid from the time when the installation supplies electricity to the transmission grid or a distribution grid for the first time.

However, price premiums will not be paid after 23 years from conclusion of a contract for a price premium for electricity generated at solar PV installation(s). If an installation covered by a contract is connected to the grid later than three years after the conclusion of the contract, irrespective of the reason, the period with price premiums will be reduced proportionately with the delay exceeding the three years.

Price premiums will not be granted for production in hours when the spot price for electricity is not positive.

The spot price for electricity is the hourly price per kWh on the spot market for the relevant area (DK1, DK2 or DE/AT), stated by the relevant electricity exchange; NordPool or EPEX SPOT.

Payment will be made monthly on the basis of the production for the previous month.

The winning tenderer shall ensure the sale of the production in the electricity market and pay any costs in this regard.

Balancing costs for the electricity from the PV installations will not be reimbursed.

A condition for receiving the price premium is that the electricity from the solar PV installation must be delivered to the transmission grid or a distribution grid in Denmark, or to an electricity grid in Germany which is connected to the transmission grid in Denmark.



The winning tenderer bears the full commercial risk of the tendered price per kWh, just as the solar PV installation shall lie at the winning tenderer's own cost and risk. Operation, maintenance, disposal, insurance, etc. of the installation(s) will therefore lie at the successful tenderer's own cost and risk. Thus, the winning tenderer is not entitled to raise claims against the Danish Energy Agency in this respect.

The price premium will be paid in Danish kroner (DKK).

3.3 Administration

Energinet.dk will pay price premiums on the basis of contracts for a price premium for electricity generated at solar PV installation(s) concluded between the winning tenderers and the Danish Energy Agency.

Price premiums for electricity generated at solar PV installations in Denmark are paid by Energinet.dk on the basis of information on the amount of electricity generated submitted by grid companies to the Energinet.dk DataHub. Calculations and reports on production shall follow the relevant guidelines and instructions issued by Energinet.dk.

Price premiums for electricity generated at installations in Germany are paid by Energinet.dk on the basis of information on the amount of electricity generated from the relevant grid company in Germany responsible for metering.

3.4 Obligation to construct solar PV installation(s) and connect it/them to the grid

A winning tenderer is obligated to construct and obtain grid connection for the solar PV installation(s) for which a contract has been concluded.

A winning tenderer is obligated to connect the solar PV installation(s) covered by the contract to the grid within two years from the date of the conclusion of the contract, cf. however section 3.6. The obligation shall be considered met when 95 % of the agreed installed capacity has been connected to the grid.

3.5 Retention penalty and guarantee

If, after a contract for price premiums for electricity generated at solar PV installation(s) has been concluded, and irrespective of the reason, the winning tenderer states that the winning tenderer will not or cannot construct an installation covered by the contract and/or connect it to the grid, or if circumstances show that this is so, a retention penalty (an agreed penalty) will be immediately payable to the Danish Energy Agency upon demand.

Furthermore, access to a price premium will lapse and the retention penalty will fall due for immediate payment to the Danish Energy Agency on demand if the installation is not connected to the grid by no later than two years after the conclusion of the contract, cf. however section 3.6.

If one of the abovementioned conditions exclusively relates to a part of the agreed installed capacity, the retention penalty will be calculated proportionally.

The retention penalty will be calculated as DKK 180 per kW installed capacity covered by the contract. Therefore, for a contract covering solar PV installations with an installed capacity of 2 MW (2000 kW), the retention penalty will amount to DKK 360,000.

The tenderer must submit with the tender a letter of intent in Danish from a financial institution that it will provide a guarantee to the Danish Energy Agency corresponding to the amount of the retention penalty, if a contract for price premiums is concluded on the basis of the tender. Tenderers must use the enclosed Appendix 3, letter of intent from a financial institution to provide a guarantee payable on first demand.

By no later than immediately before the contract for a price premium(s) for electricity generated at solar PV installation(s) is concluded, the tenderer must provide a guarantee payable on first demand in Danish, from a financial institution for an amount corresponding to DKK 180 per kW installed capacity covered by the contract. Tenderers must use the enclosed Appendix 1.1 (Guarantee payable on first demand) of the contract.

The guarantee lapses when 95 % of the installed capacity covered by the contract has been connected to the grid.

3.6 Extension of the time limit

A winning tenderer is entitled to an extension of the time limit for grid connection of the solar PV installation, if the delay is caused by one or several of the following circumstances:

- a) Circumstances relating to the Danish Energy Agency.
- b) Circumstances arising for which the winning tenderer is without fault and over which the winning tenderer has no control, for example war, extraordinary natural events, fire, strikes, lockout or malicious damage.
- c) Public orders or bans which are not caused by circumstances attributable to the winning tenderer.



- d) Decisions by a complaint board with suspensory effect on account of a complaint regarding rules concerning the planning of land use.
- e) The grid company is not ready to connect the installation to the electricity grid with its full capacity before the time limit for grid connection, and the winning tenderer has entered into an agreement on grid connection of the installation with the grid company by no later than six months before expiry of the time limit for grid connection.

If a winning tenderer considers that the winning tenderer is entitled to an extension of the time limit, written consent for an extension must immediately be requested from the Danish Energy Agency in writing. In the request, the winning tenderer must demonstrate that the delay is caused by the circumstances claimed, and that the delay cannot reasonably be avoided or mitigated.

4. Award criterion

The Danish Energy Agency will conclude contracts for a price premium for electricity generated at solar PV installation(s) on the basis of the award criterion “lowest price”, assessed on the following basis:

The amount of the price premium in øre/kWh for electricity production for 20 years from grid connection.

The tenderer must submit tenders for a fixed price premium for electricity production for 20 years from grid connection.

The price tendered is a fixed amount (constant in current prices) and will not be indexed. The amount of the price premium shall be stated in øre/kWh to one decimal place.

Tenders received will be ranked in order of the price premium tendered. The Danish Energy Agency will conclude contracts on the basis of the tenders containing the lowest price premiums up to a total installed capacity of 20 MW. When the lowest tenders are selected there may be a tender which causes the sum of the lowest tenders to exceed 20 MW in total. If a part, but not the full installed capacity of a tender can be kept within the limit of 20 MW, the Danish Energy Agency will conclude a contract for a price premium(s) for electricity generated at solar PV installation(s) regarding the whole capacity of this tender. As a result of this, contracts can potentially be concluded regarding installations up to a maximum of 22.399 MW, depending on the size of the final tender.

Within the scope of the 20 MW, the Danish Energy Agency will enter into contracts regarding a minimum of 2.4 MW installed capacity in Germany to the extent that



tenders regarding installations in Germany are competitive. If the lowest price premiums tendered up to a total of 20 MW installed capacity do not include tenders regarding the minimum of 2.4 MW installed capacity located in Germany, the remaining amount of the 2.4 MW will go to tenders regarding installations in Denmark with lower bids. If the lowest price premiums tendered up to a total of 20 MW installed capacity include tenders regarding more than 2.4 MW in Germany, the Danish Energy Agency will only enter into contracts on the basis of the tenders regarding installations in Germany which contain the lowest price premiums up to 2.4 MW installed capacity in Germany. If a final tender regarding an installation in Germany cannot be kept within the 2.4 MW limit with its full installed capacity the Danish Energy Agency will, however, enter into contracts for price premiums regarding the whole capacity of this final tender. As a result of this, contracts can potentially be established regarding installations in Germany up to a maximum of 4.799 MW, depending on the size of the final tender.

Since tenders regarding projects in Germany, as mentioned above, shall only be accepted if they are lower than tenders regarding projects in Denmark, the option to exceed the 2.4 MW will only be exercised to the extent that tenders regarding more than 2.4 MW in Germany are among the overall lowest tenders within the scope of 20 MW.

If a tenderer submits several tenders with the same price, the tenderer must provide a ranking of these tenders. The Danish Energy Agency will apply this ranking if it becomes relevant to conclude contracts on the basis of one or several, but not all tenders from the same tenderer.

If several tenders from different tenderers contain the same price premium, and it becomes relevant for the Danish Energy Agency to conclude contracts on the basis of one or several, but not all, of these tenders, the Danish Energy Agency will invite the relevant tenderers to submit new and lower tenders no later than five calendar days after the invitation. Contracts will then be awarded in accordance with the abovementioned rules.

If, following the option to submit new and lower tenders, it is still not possible to decide the tendering procedure solely on the basis of the price premiums tendered, the Danish Energy Agency will rank the tenders in question by drawing lots.

Tenders for which the tenderer has not been invited to submit a new tender will not be affected by the new tenders or the drawing of lots. The new tenders will therefore only determine which of the tenders originally containing the same price premium shall form the basis for concluding contracts.

5. Summary of the tendering procedure

Tenders must be submitted by no later than the time stated in section 7.

- When the tenders have been received by the Danish Energy Agency, the Agency will assess whether the tenders are compliant and which tenders have the lowest prices.
- The Danish Energy Agency will then select the winning tenderers on the basis of the award criterion and inform all the tenderers in writing of the result of the tendering procedure.
- The Danish Energy Agency will then conclude contracts on the basis of the award criterion.

6. Tenders and declarations

A tender may contain only one tender price (tendered price premium), which is to be binding for the tenderer. Each tender can cover one or more installation(s) with a total installed capacity of maximum 2.4 MW.

The tender must contain a description of the tenderer. This description must contain the following elements:

- The name and address of the tenderer
- The name of a contact person, if the tenderer is a company
- The registration number of the company, if the tenderer is a company (e.g. CVR no.)
- The national identification number, if the tenderer is a natural person (e.g. CPR no.)
- Telephone number of the tenderer or of a contact person
- Email of the tenderer or of a contact person
- Ranking of the tender, if the tenderer submits several tenders with the same price premium

The tender must also contain a description of the solar PV installation(s) covered by the tender. This description must contain the following elements:

- The installed capacity of each installation and of all the installations together. The installed capacity shall be stated in whole kW and is the largest active capacity the solar PV installation is constructed to deliver continually.

- Information as to whether the installation(s) is/are located in Denmark or Germany.
- The planned geographical location of each installation. The geographical location could, for example, be submitted in a gis-file, as coordinates for the corners of the area or by drawing the installation on a map with a unique geographical reference.

A template tender letter which the tenderer must complete when submitting the tender is enclosed as Appendix 2.

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

6.1 Solemn declaration

In the tender letter, the tenderer must submit a solemn declaration stating:

- a) that the tenderer does not have unpaid debt of DKK 100,000 or more due to public authorities regarding taxes, duties or contributions to social security schemes pursuant to Danish legislation or to legislation in the country in which the tenderer is established⁹;
- b) that the tenderer has complied with each and every requirement to repay aid which the tenderer has received and which, in a previous decision, the European Commission has declared illegal and incompatible with the internal market;
- c) that the tenderer with respect to the construction, grid connection and operation of the PV installation(s) does not and will not receive: other state aid¹⁰, support under a German support scheme pursuant to German legislation, or compensation for distributed feed-in of electricity under Clause 18 of the StromNEV¹¹ or under other subsequent German legislation; and
- d) that work on the project has not started. For when work on a project is considered to have started cf. no. 5 subclause 1 of clause 5 of the Act on the Promotion of Renewable Energy and the comments on this¹².

⁹ Reference is made to the principles in subclause 3 of clause 135 of consolidating Act no. 1564 of 15 December 2015, the Public Procurement Act, adopted on 19 November 2015

¹⁰ Aid that falls under Article 107(1) of the Treaty on the Functioning of the European Union

¹¹ Verordnung über die Entgelte für den Zugang zu Elektrizitätsversorgungsnetzen (Stromnetzentgeltverordnung – StromNEV)

¹² Consolidating Act no. 122 of 6 February 2015, as amended by clause 1 of Act no. 576 of 18 June 2012, clause 1 of Act no. 641 of 12 June 2013, clause 1 of Act no. 900 of 4 July 2013 and clause 1 of Act no. 744 of 1 June 2015

7. Tender deadline and formal requirements

The deadline for receipt of tenders is

2016 at 16:00

Tenders received after this time will not be considered.

A tender must contain:

- the completed and signed tender letter and declarations template cf. section 6.
- letter of intent in Danish from a financial institution to provide a guarantee payable on first demand cf. section 3.5.
- any supplementary information regarding geographical location cf. section 6.

All communication is made on an electronic basis. Tenders and declarations must be submitted digitally via the tendering webpage at

Direct access is obtained via the following link:

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

Tenderers are not entitled to make reservations, including on the tender material, in their tenders.

If a tenderer considers parts of the tender material unacceptable, unclear or impractical, the tenderer is invited to submit reasoned questions before submitting a tender cf. section 9.1.

8. Language

Tenders must be drafted in Danish.

The Danish Energy Agency has drafted the tender material in Danish. The tender material will also be published in an English translation, although the Danish version takes precedence. Therefore, in the event of any discrepancy between the Danish version of the tender material and the English translation, the Danish version prevails.

9. Changes in the tender material, queries regarding the materials

9.1 Questions before submission of tenders

The tenderers can submit written questions in English or in Danish regarding the tender material. All questions will be answered in English.

It is important to the Danish Energy Agency that all tenderers are able to submit relevant tenders within the scope of the tender material. All potential tenderers are therefore encouraged to use the opportunity to submit written questions on the tender material, pointing out conditions which the tenderers may find to be unclear.

Questions must be submitted on the tendering webpage in the tender portal [] via using the following link: []

All written questions and answers will be anonymized and published in English on the tendering webpage in the tender portal []

Direct access to the tendering webpage can be obtained via the following link: []

Questions that are received by **no later than** [] will be answered by no later than six days before the time limit for submitting tenders. However, tenderers are encouraged to submit questions well in advance of this date.

Questions received after the stated date, but before six days before the expiry of the deadline for submitting tenders, will also be answered as far as possible, unless, due to the nature of the question, it would be an exorbitant burden to give an answer by no later than six days before the deadline for submitting tenders.

Questions received later than six days before the deadline for submitting tenders cannot be expected to be answered.

10. Award

When the Danish Energy Agency has assessed whether the tenders are compliant, and which tenders up to the total maximum installed capacity have the lowest prices, the Danish Energy Agency will notify all the tenderers of whether their tenders have been accepted. With regard to the tenderers that are not awarded a contract for a price premium for electricity generated at solar PV installation(s), the notification will also contain a brief account of the relevant grounds for the decision.

Notification of the award decision to the tenderers does not entail that the contracts are considered to be concluded. This will be the case when contracts have been signed by both the winning tenderer and the Danish Energy Agency.

After the contracts have been concluded, the Danish Energy Agency will publish a notice of award of the contracts in the Official Journal of the European Union. Hereby, the tendering procedure will be concluded.

It is a condition for the Danish Energy Agency's signature to a contract for a price premium for electricity generated at solar PV installation(s) that the guarantee payable on first demand of DKK 180/kW covering the retention penalty has been provided cf. section 3.5.

The Danish Energy Agency reserves the right to cancel the tendering procedure.

11. Costs of participation and period of validity of tenders

All tenderers must keep their tenders open until contracts for price premiums for electricity generated at PV installations for an installed capacity of 20 MW have been signed, although for no longer than three months after the deadline for submission of tenders (the period of validity of tenders).

Any costs incurred by tenderers in connection with this tendering procedure are of no concern to the Danish Energy Agency, including if the Danish Energy Agency should decide to cancel the tendering procedure.

12. Processing of tenders

Tenderers are not permitted to attend the opening of tenders.

The Danish Energy Agency will treat the tenders confidentially.

However, the Danish Energy Agency is required to publish information on the contents of the winning tenders. The Danish Energy Agency may also be required to give access to documents pursuant to the rules on access to documents in the Danish Public Information Act, the Danish Public Administration Act and the Act on Environmental Information.

The Danish Energy Agency is not obliged to return the tender to the tenderer.

The tenderer must observe unconditional confidentiality to third parties concerning matters which might come to the tenderer's knowledge in connection with the tendering procedure.

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

The Danish Energy Agency considers it important that the invitation to tender creates effective competition between the tenderers and that the tenderers are treated equally.

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

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

14. Further information

Please note that:

- all information about the tendering procedure, including answers to questions and changes in the tender material will be published on the tender portal [] at the following link: []