

January 2016

INFORMATION TO THE TENDERERS
Material and individual conditions of tender
for rental of test stands for prototypes of wind turbines
at the Test Station at Høvsøre

To all interested:

Call for binding tenders concerning rental of test stands for prototypes of wind turbines at

The Test Station for large turbines at Høvsøre, Lemvig Kommune.

1. Reason for call of tenders

Technical University of Denmark (DTU) hereby encourages wind turbine manufacturers and others to tender for rental of test stands for prototypes of wind turbine at the Test Station at Høvsøre, Lemvig Kommune.

The rental of test stands is not included by formal procurement rules, but the chosen course of action, DTU wishes to ensure that all potential tenderers have equal access for submitting tenders for rental of test stands at the Test Station based on the present conditions of tender with appurtenant appendices outlined conditions.

2. Lessor

Lessor and provider of the test stands are:

DTU Wind Energy
Technical University of Denmark
Frederiksborgvej 399
DK-4000 Roskilde

Contact person:

Deputy Head of Department for Wind Energy Peter Hjuler Jensen
E-mail: windturbinetest@windenergy.dtu.dk
Mobil: (+45) 40 45 50 37

3. Rental of test stands at the Test Station at Høvsøre.

3.1 Facts about the Test Station at Høvsøre

The Test Station's geographical location and facilities allow for the wind turbine industry in collaboration with DTU and other research institutions to carry out research, development and test of prototype wind turbines and new wind turbine technology.

3.2 Conditions concerning the Test Station at Høvsøre

The Test Station at Høvsøre includes 5 test stands. The test stands allow for erection of wind turbines up to a maximum of 165 meters. For technical description of the Test Station at Høvsøre, please see appendix B. DTU wish to sublease test stand no. 2.

The rental for test stand no. 2 enters into force 1 October 2016.

3.2.1 Duration of rental for each test stand

The duration of the rental which is tendered is minimum 4 years, 6 years or up to 8 years for the test stand.

Tender must clearly state in his offer, cf. the offer form (appendix 1a) how long duration of the lease which tenderer wishes.

3.2.2. Minimum annual rental and maintenance fee

The annual minimum rental fee for a test stand at the Test Station at Høvsøre amounts to DKK 1,74 mill. exclusive VAT. Tenderer may therefore not give tenders for rental of a test stand with an offered annual rental fee below DKK 1, 74 mill. cf. also point 7.1.

In addition to the annual rental fee, an annual maintenance fee which hitherto for the Test Station at Høvsøre has amounted to DKK 450.000 exclusive VAT must also be paid. For determination of the annual maintenance fee, please see rental agreement's stipulation with additional appendices, cf. appendix C.

Tenderer should note that rents, operating expenses and other monetary benefits will be inclusive VAT at the then-current rate.

3.2.3 Rental agreement for a test stand at the Test Station at Høvsøre

Tenders must be given in accordance with the conditions which appear in the draft for rental contract for the Test Station at Høvsøre which is a part of the tender material, cf. appendix C.

Please note that the lease arrangement may only be used in accordance with the conditions outlined in the rental contract, including that the rental may only be used for erection of tenant's own prototype wind turbines.

For rental of test stands at the Test Station it is a condition that tenant enters into Agreement in connection with the main energy supply of the Test Station at Høvsøre with NOE Energi A/S, cf. the rental contract's terms (appendix C). Tenderers are encouraged to carefully look into tenant's obligations that go into the respective terms of lease.

The tenderers who are assigned a certain test stand at the Test Station at Høvsøre and who wish to assume the on the test stand by the former tenant established foundation, have the option to enter into internal part's agreement with the former tenant concerning assumption/purchasing of the foundation at the test stand. Transfer agreement must be agreed upon and sent in copy to DTU no later than two months after the signature of the leasing contract between DTU and tender. Tenderers' attention are drawn to the fact that failure to enter into transfer agreement concerning the foundation – regardless of the wish to do so – cannot lead to a deferment of the date of entry into force of the

rental agreement with DTU in relation to the assigned test stand in accordance with the valid time schedule. Please also refer to the rental contract's stipulations regarding this matter, cf. appendix C. Tenderer's tender cannot be on condition of an agreement between the former tenant of the test stand concerning transfer/purchase of existing foundation.

4. Tender Material

The tender material and information and declarations which tenderer must produce, consists of the following documents:

- The present INFORMATION TO THE TENDERES – material and individual tender conditions for rental of test stands for prototype wind turbines at the Test Station at Høvsøre.
- Appendix B: Description and technical specifications for The Test Station at Høvsøre.
- Appendix C: Rental agreement of test stands at the Test Station at Høvsøre with appurtenant appendices.
- Appendix 1a: Tender form for rental of test stand at the Test Station at Høvsøre.
- Appendix 2: Form concerning general corporate information.
- Appendix 2a: Declaration of truth concerning unpaid due public debt.
- Appendix 2b: Complete service certificate from the Danish Commerce and Companies Agency or other valid documentation stating that tenderer is not in a situation mentioned in appendix 2, point A7.
- Appendix 3: Form concerning economical and financial capability.
- Appendix 3a: Accountant certified statement concerning tenderer's total turnover and net worth during the last 3 available financial years.
- Appendix 3b: Statement from independent accountant or bank stating that tenderer's economy is in a state allowing for tenderer to carry out the suggested research project and fulfill the obligations outlined in the draft of the rental contract for the test stand(s) which is/are desired to be rented and which is part of the tender material as appendix C.
- Appendix E: General description of evaluation model for the received tenders.

5. Guide lines for the tender

5.1 General guide lines for the tender

One test stand is offered at the Test Station at Høvsøre.

5.2 Standby list

DTU makes a total evaluation of the incoming tenders required by law in relation to the allotment criteria in force at the time in question.

With regards to the tenderers who are not assigned the test stand in relation to the tender evaluation, these tenderers will be put on a prioritised standby list in relation to the tender evaluation and are offered to enter into contract if a tender, who otherwise have been offered a rental contract for the test stand, backs out before or after entering into the rental contract. The standby list is managed by DTU during a 12 month period from the date where DTU publically announces the result of the tender evaluation. The tenderers on the standby list will be contacted by DTU, if the test stand becomes available, requiring if said tender stands by his offer and enters into rental contract with DTU concerning rental of the concrete available test stand. If a tender on the standby list is not interested in standing by his offer, DTU will contact the test tender on the standby list and so forth.

5.3 The tenderer' choice of duration of the rental of the test stand

During the evaluation of the tenderers, specific emphasis is not put on the wished duration of the rental within the given possible time limited duration of the rental of the test stand. The tenderers cannot in their tender assume another starting time of the rental agreement than stated in point 3.2.

5.4 The basis for submission of tender and reservations

Tenders must be submitted on the basis of the appurtenant technical specifications, cf. appendix B and the rental contract for the Test Station at Høvsøre, cf. appendix C.

Since DTU wishes that tenderers should submit tenders on equal terms, it is not possible during the tender to make reservations concerning stipulations in the rental contract for the Test Station at Høvsøre.

If a tenderer finds elements of the rental contract with appurtenant appendices unclear or clearly unsuitable, tender is encouraged to raise well-founded written questions to DTU concerning these matters, cf. point 12.

In such questions, tenderer is asked to clearly outline which concrete formulations tender suggests a replacement for. The concrete formulations must be outlined in Danish or English.

DTU will on the basis of the received approaches concretely decided by DTU incorporate the suggested changes in the tender material. Under all circumstance, changes will not be made if these may be regarded as significant changes to the original tender material or that the changes may lead to distortion of completion or differential treatment. Possible changes will be informed to all potential tenders at the same time who subsequently can submit tenders on equal terms.

6 Requirements, etc. to the tenders

6.1 Language and currency

Tenders should be drawn up in Danish or English.

The legal language is Danish why the rental contract and possible other contracts will be entered into in Danish. As a service to the tenders, the original binding legal documents are translated into English and can be downloaded from www.windturbinetest.com. DTU accepts no responsibility for the translation.

Tenders must be given using Danish kroner (DKK) and exclusive VAT.

Tenderer should note that the rent, maintenance fee and other financial obligations are added Danish VAT with the VAT rate in force at the time in question, currently 25 %.

6.2 Tender forms and tenderer's tender concerning concrete research projects

For use for submission of tenders is used the offer form for the Test Station at Høvsøre, cf. appendix 1a.

The form must be filled in/replied to and is a part of the tender as part of the total tender material.

The form is a structural help for the tender when replying, but should not be considered as a limitation of tender's possibilities to present substantial information.

Additionally, the form is included in the necessary complementary material and a specific description of the research project which tender wishes to commit to undertake at the test stand and forms the basis for the evaluation of the tenders in terms of the allotment criteria "the tendered research project, cf. point 8. The description must fulfill the basic conditions outlined in the draft for rental contract, cf. appendices C.

The tenderers are encouraged to draw up well-researched, specific descriptions of the tendered research project which allow for DTU to evaluate the tendered project in relation to the part criteria which are included in the evaluation of the research project, cf. point 8.

6.3 Compensation

No payment or other type of remuneration or compensation from DTU to the tenders for participation in the process will be given, nor in case of annulment of the tender process, cf. point 6.6.

6.4 The specified period for which the tender will be open for acceptance

Tender is bound by his tender for 3 months after the expiration of the tender deadline.

6.5 Formal requirements to the tenders

Tenders should be labeled “Tender – Windturbinetest” with declaration of tender’s name. All documents, appendices, etc. included in the offer should also be clearly labeled with tenderer’s name.

Tenders should be submitted in one paper original and one copy sent as pdf-file to via email to:

windturbinetest@windenergy.dtu.dk

and all relevant material should be enclosed as described in detail in the present tender material. In instances where discrepancy between the submitted copies, the paper original is valid.

Tenders and material received by DTU will not be returned to the tenderers.

6.6 Annulment

If DTU deems it necessary, DTU may based on factual reason, annul the tender and not enter into rental contract with for the test stand at the Test Station at Høvsøre if this factual and necessary. Tenderers cannot make demands against DTU.

7 Exclusion of tenders

7.1 None regulated tenders

DTU reserves the right to ignore tenders for not being in compliance with requirements in the following cases:

1. If tender does not submit a form concerning general business information, cf. appendix 2.
2. If tender does not submit a solemn declaration concerning unpaid due public debt, etc., cf. appendix 2a.
3. If tender does not submit a complete service certificate from the Danish Commerce and Companies Agency or other valid documentation that tender is not in one of the situations described in appendices 2b, point A7, cf. appendix 2b. Tenders should note that review process at the Danish Commerce and Companies Agency can be up to 3-4 weeks.
4. If tender fails to submit the in appendix 3 mentioned declarations, cf. appendix 3a and appendix 3b, concerning tender’s economical and financial capability and/or said declarations raise reasonable doubt with DTU if tenant has an economical and financial capability allowing tender to carry out the tendered research project and fulfill the obligations in relation to the rental agreement for the test stand which to be rented and which are included in the tender material as appendix C.

5. If the offered minimum annual rent for a test stand is below the submitted annual rent for the test stand in question.
6. If tender in his tender makes reservations concerning requirements in the rental contracts with appurtenant appendices, cf. appendix C.

If the above mentioned information and declarations are not included in tender's tender with the valid tender deadline, DTU may under the circumstances inform tender of a shorter deadline within which said information can be forwarded to DTU.

7.2 Disputed points and ambiguities

If submitted tenders contain ambiguities or raise disputed points with DTU concerning the submitted tender, DTU reserves the right to contact the tender in question with the purpose of clarifying said conditions. In this connection, no negotiations between tender and DTU will occur and the inquiry only occurs with the purpose of clearing out ambiguities and possible disputed points.

8. Allotment criteria of the rental contracts

Allotment of the rental contracts will be based on DTU's evaluation of the received tenders based in the following criteria with the below stated emphasis.

General description of the evaluation model which DTU employs in relation to de stated allotment criteria, included as appendix E.

8.1 Criteria and emphasis

1.Payment of annual rent	60%
2. The offered research project	40%
In total	100%

8.2 The criteria "Payment of annual rent"

In relation to the criteria "Payment of annual rent," the offers are estimated on the basis of an annual additional rent which the tenders offer to pay for a test stand in addition to the for the test stand in question, annual minimum rent.

The quotation price is stated excluding VAT in that in relation to the rental contracts are added VAT in force at the time in question (currently 25%).

8.3 The criteria "The offered research project"

In relation to the criteria "The offered research project" the offered research project is evaluated based on the following part criteria, which are given equal importance:

- a) Concrete demands and purposes with the tests at the test stands.
- b) Innovation and research wise usefulness from the offered research project.
- c) General public interest and usefulness of the offered research project.

A) The part criteria “Concrete demands and purposes with the tests at the test stands”

When evaluating the part criteria “Concrete demands and purposes with the tests at the test stands”, DTU emphasises tenderer’s real, concrete, provable or probable need for the given test stand for the use of carrying out research, development and test activities of prototype wind turbines and other test in relation to this matter, as described in the rental contract, cf. appendix C. Furthermore, emphasis is put on tender’s described purpose with the tests.

B) The part criteria “Innovation and research wise usefulness from the offered research project”

When evaluating the part criteria “Innovation and research wise usefulness” DTU emphasises among other things the extent to which the test activities are estimated to result in innovative technological solutions benefitting the wind energy sector and the research including DTU’s research. In this, emphasis will for instance be placed on whether measuring results will be made completely or partially available – and the conditions hereof – for research projects and public research institutions, etc.

Furthermore, emphasis is put on the extent and character of tenderer’s described research collaboration(s) with public research institutions including to what extent the collaboration is with DTU for the concrete research project. Research and collaboration activities are considered as collaboration with public research institutions when included in the collaboration is one or several of the following collaborative partners:

- Danish universities and other public research and/or other institutions of higher education,
- Danish certification and testing institutes – Certified Technological Service Institutes,
- Other reputable international research institutions or scientists.

C) The part criteria “General public interest and usefulness of the offered research project”

When estimating the part criteria “General public interest and usefulness” DTU emphasises to which extent the tenders through the described research project is estimated to benefit the general public interest and usefulness for instance in relation to large investments at sea where it is paramount that the turbines’ foundation is strong.

9 Confidentiality

The tenders must observe complete silence towards third parts concerning matters which may come to tender’s attention and all material in the case must be treated with confidentiality. DTU will also treat all material confidentially.

Tender should note that it is possible that right to access to documents , including submitted tenders, which are part of DTU’s tender material , might be granted since DTU as an independent university are covered by the rules of law concerning right to access to documents. However, in a number of instances, DTU will be entitled to leave out information from right to access to documents in relation to

rules in force at the time, for instance if business secrets are included in a tender. If such escape clauses are not employed, requests for right to access documents from anybody, including competing companies, who have also submitted tenders, should according to the circumstances be met by DTU.

Provided that there is information or elements in the tender which from a business point of view is wished to be excluded from right of access to documents, tender must clearly state this in his tender. In this connection DTU encourages tender to clearly indicate which information or elements which tender, if possible, wishes to be excluded from access to documents.

DTU will under all circumstances be entitled and obligated to give access to rights of documents to the extent which the law requires.

10 Objections to the tender

Since the present tender is not included by formal public procurement rules, complaints concerning the tender cannot be brought to the Complaints Commission for Tenders. Objections etc. belong to the regular courts of law.

11 Information meeting, deadline and evaluation

11.1 Information meeting

After the public announcement of call for tenders, DTU hosts an information meeting where all potential tenders are invited to participate.

The information meeting will be held Wednesday, the 9th of March 2016 at 10.30 a.m. (Danish time) at Prøvestationen for store vindmøller ved Høvsøre, Bøvlingvej 41, 7650 Bøvlingbjerg.

11.2 Deadline for submission of tenders

Tenders should be sent or submitted to:

DTU Wind Energy
Technical University of Denmark
Frederiksborgvej 399
DK-4000 Roskilde
Att.: Deputy Head of Department for Wind Energy, Peter Hjuler Jensen
Email: windturbinetest@windenergy.dtu.dk

Binding tenders must be received by email no later than Thursday the 7th of April 2016 at 12:00 (Danish time).

The deadline for receiving the paper original + a copy hereof is Monday the 11th of April 2016. It should be noted that it is the date for the reception of the above-mentioned email which decides if the tender has been received in due time.

The tenders are not allowed to monitor the opening of the tenders.

DTU confirms the reception of tenders to the tenders via email to the by the tenders informed email address.

11.3 Evaluation and conclusion of contract

After the evaluation of the incoming tenders, DTU will announce to all tenders with whom DTU intends to enter into contract.

The contracts are expected to be signed no later than 3 weeks after the announcement of the result has been made public.

12 Questions from interested

Questions concerning the public announcement and the tender material is kindly asked to be formulated in English and send via email to:

Deputy Head of Department for Wind Energy Peter Hjuler Jensen: email:
windturbinetest@windenergy.dtu.dk

Deadline for reception of questions is Thursday the 24th of March 2016 at noon.

The questions will be anonymised and the replies will continuously be uploaded on www.windturbinetest.com and available no later than Thursday the 31st of March 2016 at 10 a.m. (Danish time).

13 Appendix list to the tender conditions:

Appendix B: Description and technical specifications for the Test Station at Høvsøre.

Appendix C: Rental contract concerning rental of test stand for the Test Station at Høvsøre with appurtenant appendices.

Appendix 1a: Tender form for rental of test stand at the Test Station at Høvsøre.

Appendix 2: Form concerning general company information.

Appendix 2a: Solemn declaration concerning unpaid due public debt.

Appendix 3: Form concerning economical and financial capability.

Appendix E: General description of evaluation model for the received tenders.

Roskilde, January 2016

DTU Wind Energy

Technical University of Denmark, DTU