

FREQUENTLY ASKED QUESTIONS

INVITATION TO TENDER NO. ENER D3/626-2014

Evaluation of Member States' strategies and plans for the transposition of the Basic Safety Standards Directive (Council Directive 2013/59/EURATOM)

Contract notice: OJEU 2014/S 134-239683 of 16/07/2014

Last update: 25/08/2014

Question 1:

Could the participation in the project of a civil servant advising the government on the transposition of the Council Directive 2013/59/Euratom represent a conflict of interests?

Answer 1:

As the project's objective is to evaluate Member States' strategies and plans for the transposition of Council Directive 2013/59/EURATOM, the participation in the project tasks (section 3.3 of the tender specifications) of a civil servant from an EU Member State involved in the national transposition of the Directive would be seen as creating a conflict of interests.

Question 2:

In the case of joint tender, according to paragraph 2.3.1, does the economic and financial capacity requirements refer to the combined capacity of all members? Does each partner have to provide evidences of its turnover?

Answer 2:

Yes. It is the combined capacity of tenderer - tenderers in the case of a joint tender (consortium) - and of subcontractors.

In practice, evidence on turnover of the consortium partners is presented only in the case the turnover of the leading partner is not sufficient; the evidence on turnover of sub-contractors is presented only in the case the combined turnover of the joint tenderers is not sufficient.

Question 3:

As regards the identification of the tender, for joint tender, a financial identification form is required only for the leader. Could it be a problem of non-compliance with the criteria if this leader does not fulfil the required 600,000.00 € turnover? Can we provide scanned forms or do they have to be original forms?

Answer 3:

No. It's not the leader alone but the combined capacity of all members that should fulfil the requirement. Please see answer no 2.

Scanned forms (printed and integrated to the formal offer) are accepted.

Question 4:

In the case of joint tender, only the leader will submit an invoice to the EU, which is exempted of VAT. As regards the internal agreements between the other partners, other partners will have to submit invoices to the leader. Are these invoices also exempted of VAT?

Answer 4:

No. Invoices sent to and paid by the EU are exempted of VAT but invoices between partners and not addressed to the EU are subject to national rules.

Question 5:

"Concernant l'organisation des Workshop, il est spécifié pour le premier workshop que « all participants shall attend at their own costs ». Confirmez-vous que c'est également le cas pour les quatre workshop spécifiques ? De même doit-on comprendre que les frais de déplacement, de restauration et d'hébergement sont entièrement à la charge des participants ?"

The tender specifies that participants attend the general workshop on their own costs. Does this mean that participants cover all their travel and subsistence expenses? Is the same true for the four topical workshops?

Answer 5:

Participants in the general workshop and participants in the topical workshops shall cover their own travel and subsistence expenses.

Question 6:

"Lors des échanges à programmer avec les institutions en charge de la radioprotection dans les pays de l'UE, l'EFTA et les candidats, le contractant disposera t'il d'une lettre de mission lui donnant le pouvoir de contacter les institutions au nom de la commission européenne ? Autrement dit, les cibles identifiées ont-elles ou non vis-à-vis de l'Europe une obligation de rencontrer le contractant ?"

When contacting different radiation protection institutions in the EU, the EFTA and the candidate countries, will the contractor have a mandate from the EU?

Answer 6:

Non, il n'y aura pas de lettre de mission. Le contractant est donc seul responsable de réaliser les tâches vis-à-vis de la Commission et les cibles identifiées n'auront donc aucune obligation légale vis-à-vis du contractant.

No, there will be no mandate from the EU. The contractor is the one who bears the responsibility, in relation with the Commission, of successfully performing the tasks and the identified institutions have no legal obligation towards the contractor.

Question 7:

"De manière usuelle, sur ces questions de radioprotection, les échanges entre la commission européennes et les états membres se font-ils uniquement dans les langues de travail de la commission (français, anglais, allemand) ? Faut-il prévoir d'échanger avec chaque pays dans la langue officielle du pays, et donc de prévoir lorsque nécessaire des traducteurs ?"

Is it necessary to contact the relevant organisations in Member States in the official language of the Member State?

Answer 7:

The working language in the area of radiation protection is English. The Commission therefore assumes that contacts with the relevant organisations in Member States can be in English.

However, the Commission will not prescribe any language to the contractor neither for internal use nor for the communication with the Member States, on the condition that the requirements of paragraph 3.7 of the Tender Specifications are complied with.

Question 8:

"Il est demandé au consultant de superviser un steering committee, toutefois les experts le composant doivent-ils être rémunérés et sélectionnés par le consultant ?"

Who is selecting the members of the Steering Committee of external experts? Do these experts receive an honorarium for their contribution?

Answer 8:

The members of the Steering Committee of external experts shall be selected by the contractor in consultation with the representative of the European Commission responsible for the project. For the meetings of the Steering Committee, the project may need to cover travel and subsistence expenses of these experts. An honorarium for the work is not foreseen.

Question 9:

At para 3.3 (pag 119) of the Tender Specifications under the title "Tasks" are listed a number of bullets. As we have to provide the profiles of the Task Leaders (para. 2.3.2.b) can we group some of the bullets together and define a limited number of Tasks?

Answer 9:

One task leader can supervise a few tasks, given that all tasks mentioned in Tender Specifications are covered.

Please have in mind the award criterion 2 "Organisation of the work" – allocation of tasks between the task managers must be adequate.

Question 10:

In case we have to consider that each bullet (under para 3.3) is a Task then is the EC expecting that we indicate 8 Task leaders?

Answer 10:

The tenderer can allocate a number of tasks to one task leader (see answer to question 9), but each task needs to be assigned a defined task leader.

Question 11:

According to the para 2.3.2.c we should provide also the CV of experts (not Task leaders) who will participate in the task activity. Is this correct?

If yes shall we limit to the most relevant aspects?

Answer 11:

Paragraph 2.3.2 requires that evidence should be provided on the educational and professional qualifications (CVs) of the project and task leaders **and** the persons who will provide the most relevant tasks for this tender.

The CVs presented should correspond to the Europass format.

Each CV provided should indicate the intended function in the delivery of the service.

Question 12:

During the implementation we will have contractor's experts, not mentioned (CV) in the technical offer, who will be working for the project activity. Shall they be previously approved by EC in order to declare their work?

Answer 12:

No. The Commission must be notified in advance only in the case of changing experts representing the profiles as mentioned under paragraphs 2.3.2 (b) and (c) of the Tender Specifications – that is, task or project leaders or the experts who will provide the most relevant tasks for the tender,

For the external experts for the Steering Committee, please see answer 8

Question 13:

It is understood that after the pre-financing (15%) only one interim payment (30%) is envisaged: when during the 30 months durations is it expected to submit the invoice for the interim payments?

The invoice for the interim payment shall be supported only by a progress report or it is needed to provide also the “time sheets” of the work performed by all involved experts?

Answer 13:

Paragraph 3.5 of the tender specifies the content and timing of the progress report – please see the beginning of this paragraph. The draft progress /interim report will be submitted in 12 months after the entry into force of the contract, the latest. Upon approval of this report by the Commission, the contractor will be entitled to the interim payment in the amount of 30% of the contract price. The Commission shall have 60 days to make this payment.

The invoice for the interim payment shall be accompanied by this one progress report only (see Article I.4.2 of the draft contract).

Question 14:

The final payment will sum up to 55% of the overall contract budget and the related invoice can be submitted at the end of the project. Is it correct?

Answer 14:

Yes.

Paragraph 3.6 of the tender specifies the content and timing of the final report. The invoice for the payment of the balance shall be accompanied by the final report (see Article I.4.3 of the draft contract).

Question 15:

Is there any limit in the age of the experts from the candidate proposed for the position of Project leader or Task leader or as relevant expert for the task ?

Answer 15:

There is no age limit for experts.

Question 16:

Is there any conflict of function if one member of the “Euratom art 31 Expert Group” is proposed by the candidate as task leader in the technical offer and he is not included in the members of the advising Steering Committee?

Answer 16:

If the expert is or was involved in the national transposition of the Directive in the same Member State, his participation as a task leader in the project can be seen as creating a conflict of interests (see also answer to question 1).

Vice versa, if the expert, as a task leader, does not **in any way** relate to the evaluation of the transposition of the Directive in the Member State(s) he has been working for, there should be no conflict of interest.

The presence of the conflict of interest is in each case evaluated by the Evaluation Committee. The tenderer must, in his tender, mention all the circumstances that can raise a doubt of the presence of conflict of interest.