

## NOTE TO THE ATTENTION OF THE TENDERERS

### **Subject: Open call for tender number ECFIN 2012 013/A Data supply services: macroeconomic and financial data**

During the time allowed to prepare the tenders, clarifications on certain points in the Specifications document have been requested. Please find this additional information below:

#### **Question 1**

Part II: Administrative details, Point 11.3 Financial proposal

Please, clarify if by "licences" do you refer to 100 or 200 "login access" or individual "subscriptions"?

#### **Answer 1**

"Licences" refers to the number of users that can access the data services on a personal account independent of other users. This also means that in principle; all of them should be able to access the services simultaneously.

#### **Question 2**

Annex 2, Price schedule

There are two possible schedules. Please, clarify what is meant with "site licence".

#### **Answer 2**

Under a "site licence" we understand a licence covering all staff at a given site, without any limitation on the number of users other than their assignment to the physical site.

#### **Question 3**

Part I: Technical description, Point 3.2 Volume of orders under the framework contract

It mentions that there are 50 static teams with 300 users. Could you clarify if shared stations are expected? If so, how many users are expected to share?

#### **Answer 3**

We do not expect to use shared stations. Users should be able to access the data services from their regular workstation. The mention of 50 teams with 300 users of statistics is background information intended to indicate a likely range for the number of licences to be ordered.

#### **Question 4**

Part I: Technical description, Point 5.3.2 b) License and installation

Please, clarify what you refer to in "flexible license system (floating license)"

#### **Answer 4**

It means that one concurrent user license allows multiple individuals to access and use a shared copy of a product, so long as no more than one running program is using the product at any given time.

#### **Question 5**

Part I: Technical description, Point 5.3.2 b) License and installation

"Concerning a user interface other than Excel, a situation will be preferred where the installation consists of installing an icon on the end-users' desktop". Can a vendor system be connected to any PC that has access to your internal network?

#### **Answer 5**

This paragraph explains the several types of connection: direct to internet with application running in a browser or an installed application which manage the internet connection.

**Question 6**

Would EC be prepared to enter into an agreement different from the Service Framework Contract of the European Commission to govern the receipt of the services referred to in this tender?

**Answer 6**

Point 10.2 of the Part II: Administrative details, explicitly states that, while the Commission prefers the use of the framework contract included in the call for tender, other contracts can be negotiated in principle. In practice, use of other standard contracts usually requires specific amendments in a side letter in order to ensure the contract is in line with the EU financial regulation.

**Question 7**

Is EC legally obligated to sign contracts under "EU Law/Belgian jurisdiction" or is this part of EC's internal policies?

**Answer 7**

The Commission has a preference for use of Belgian law or the law of any other EU Member State. Under certain circumstances, jurisdictions outside of the European Union, can exceptionally be accepted.

**Question 8**

Annex 4, Draft Service Framework Contract, Article I.2 – Duration, sub-point I.2.4. Please, clarify the meaning of this sub-point.

**Answer 8**

The Service Framework Contract will be implemented by the means of Orders forms that can be placed for different durations at any time within the period of validity of the Framework Contract they refer to. As long as Order forms are signed before the end of the Framework Contract, the expiry of the Framework contract does not automatically terminate those Order Forms still active. All the clauses of the Framework Contract will remain in force for the implementation of the tasks foreseen in the active Order forms for either the duration of the Order form or a maximum period as specified in the Framework Contract.

**Question 9**

Annex 4, Draft Service Framework Contract, Article I.11 – Termination by either contracting party

Is the termination requirement a legal mandate for EC or is it just an internal policy?

**Answer 9**

The termination clause included in the Draft Framework Contract is not a strict requirement and can be negotiated.

**Question 10**

Part II Administrative Details, Point.11.1) Administrative proposal

The information required includes the following:

- Proof of Technical and professional competence : documents listed in Part III – Points 13.2 and 13.3 – according to Points 13.2 and 13.3 these documents include technical proposal and completed questionnaire form from Annex 3
- an IT technical requirements questionnaire form (see Annex 3)
- financial proposal (see Annex 2 – three price schedules compulsory)

Also according to Point 11.2 IT technical requirements questionnaire form should be included in the Technical proposal. And according to Point 11.3 Price schedules should be included in

the financial proposal. Should the administrative proposal duplicate these forms from financial and technical proposals?

**Answer10**

In the administrative proposal, you should indicate that the forms "IT technical requirements questionnaire" (Annex 3) and "Price schedules" (Annex 2) have been filled in and are included in your offer. The IT technical requirements questionnaire form (Annex 3) should be part of technical proposal and Forms for Price schedules (Annex 2) constitute the financial proposal. There is no need therefore to duplicate the forms in the administrative proposal.

**Question 11**

Part II: Administrative Details, Point 11.3.5) Budget Allocation

Total budget of 1.2 Million Euro over 4 years

Does this budget take into account all potential users from all different DGs, or mainly the 200 potential one from DG ECFIN?

In case there is a significant number of accesses required by another DG, what would happen, if you would have to go above that budget for another DG?

**Answer 11**

The total budget of 1.2 Million Euro over 4 years takes into account potential orders from other DGs on DG ECFIN future framework contract. The budget is monitored and should the limit of 1.2 Million Euro be insufficient a new call for tender would be launched.

**Question 12**

Part I Technical description Point. 5.1.1

Your request in terms of update is "key indicators should be available very rapidly after release, and all series should be updated within 24 hours": would it be possible to better clarify what do you mean by "key indicators" and when you say "after release" do you mean by the source?

**Answer 12**

"key indicators" in this context does not refer to a closed list of statistics. It means the central data related to the domains listed under Point 5.2, such as would normally be the subject of a press release by statistical offices or other agencies producing statistics. These would also be the statistics typically reported about in the daily press. Indicatively, the list of "selected Principal European Economic Indicators" at

<http://epp.eurostat.ec.europa.eu/portal/page/portal/euroindicators/peeis> illustrates what we refer to as key indicators.

"after release" means "after release by the source"

**Question 13**

Part II Administrative details Point 11.2 technical proposal second bullet

Given the complexity of a document highlighting all information requested in terms of data availability, you're asking here to provide "a computer readable form": will we be allowed to send you an MS Excel spreadsheet via email once we've submitted the hard copy reply? Can we add this information in an Appendix in our hard copy reply?

**Answer 13**

Information requested in terms of detailed data requirements should be availability in "a computer readable form": it can be submitted in an annex to the hard copy reply (in paper or as a file on a CD-ROM or other media support) or by including in your reply a reference to a web address where this information is available.

**Question 14**

Annex 3 “IT Technical Questionnaire” - Part 5 Excel Add-in:

Is your Excel Add-in compliant with Office 2010 and certified by a commercial certification authority? Could you clarify this point and give an example of such a certification?

**Answer 14**

DG ECFIN PCs have Microsoft Office 2010 installed. Your excel add-in should be therefore compliant with Microsoft Office 2010.

There are different commercial companies offering certificates that enable to digitally sign Office 2010 documents (in the present case your Excel Add-In) such us CAcert, Globalsign, Verisign, etc. This list is not exhaustive; these companies are only quoted as examples.

Please follow this link for more information:

<http://office.microsoft.com/en-us/excel-help/obtain-a-digital-certificate-to-create-a-digital-signature-HA010354319.aspx>

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