Questions & Answers

STUDY ON THE IMPLEMENTATION OF LABOUR SUPPLYING RESPONSIBILITIES PURSUANT TO THE MARITIME LABOUR CONVENTION (MLC 2006) (WITHIN AND OUTSIDE THE EUROPEAN UNION) - MOVE/D2/2013-51-1

Last update: 18 September 2014

Q1: What does qualify as “experience within the field of Maritime Transport” (para 2.3.2 of the tender specification)? Could you provide some further information on this point, possibly including types of projects that would come under this heading?

A1: In line with its communication “The European Union’s maritime transport policy for 2018” of 21 January 2009, the notion of "Maritime Transport" would include for example experience in one of the following issues:

- **Competitive European shipping:** The priority is to achieve and maintain an attractive framework for quality shipping and quality operators in Europe including financial measures.

- **Human Factor (seafarers' employment related issues, health and safety, training, etc.)**

- **Greener Maritime Transport**

- **A safe and secure system:** Enforcing measures introduced with the 3rd maritime safety package and establishing a comprehensive framework for security measures in terms of prevention, reaction capacity and resilience.

- **Address global challenges faced by the shipping and maritime industries by contributing to a comprehensive international regulatory framework for shipping.**

- **Short Sea Shipping and Ports.**

- **Innovation and technological development.**

Q2: Under paragraph 2.3.2(c) it is stated that the list of relevant services provided in the past three years must be accompanied by certificates of satisfactory execution. What are the formal requirements for such certificates and how this requirement could be satisfied by our institution?

A2: If certificates of satisfactory execution are not available, an alternative to these certificates could be a declaration from the client stating that the work has been performed in a professional manner and fully completed.
Q3: In the tender Specification document, the ITT is identified as “MOVE/D2/2013-51 and 2014-627”. In the invitation to tender document, the ITT is identified as "MOVE/D2/2013-51-1". Could the Commission please confirm the formal identifier that should be used in preparing a response to the ITT.

A3: The formal identifier to be used should be "MOVE/D2/2013-51-1 for a service contract regarding study on the implementation of labour supplying responsibilities pursuant to the maritime labour convention (MLC 2006) (within and outside the European Union)." As mentioned in the invitation to tender document.

Q4: Under the ITT Specification section 3.5.1 - Meetings, the document states: “Within 6 months, however not before 3 months after the signature of the contracts, the contractor will organise a workshop involving the representatives from the main EU and non EU labour supplying States, the EU Flag States, the Commission and all the main players and stakeholders (seafarers’ organisations, EU shipowners, private recruitment and placement services organisations, etc.) in order to allow for an exchange of views about best practices in applying the relevant provisions in the MLC regarding States’ labour supplying responsibilities. The contractor shall consult the Commission on the draft programme of the workshop as well as on the list of possible attendees identified by the contractor.”

Could the Commission provide guidance as to how DG-MOVE proposes to finance the expenses associated with convening this workshop i.e. costs relating to invitation of participants, rental of meeting location, provision of audio-visual equipment, workshop refreshments, etc. Could the Commission further confirm if DG-MOVE will be prepared to reimburse the travel and per diem expenses that will be incurred by the representatives from the main EU and non-EU labour supplying states, the main players and other stakeholders participating in the workshop.

A4: As mentioned under para. 2.6. in the tender specifications, second bullet point " - The quoted price must be a fixed amount which includes all expenses including travel and subsistence. Travel and subsistence expenses are not refundable separately". Therefore, all costs related to the organisation of the workshop shall be included in the financial offer to be presented by the tenderer.

Q5: Costs of Workshop

**Background:** “Paragraph 2.6 in the tender specifications states that the quoted price must be a fixed amount which includes all expenses including travel and subsistence. Travel and subsistence expenses are not refundable separately". Therefore, all costs related to the organisation of the workshop shall be included in the financial offer to be presented by the tenderer,”
Observation: In a non-related, but recently published (May 2014) ITT issued by the Commission where the contractor was requested to organise a number of participant forum meetings over an extended period, the following statement appeared in the specification:

“Precisions on travel costs: The Commission will take care of the reimbursement of the travel costs for the participants to the forum. The contractor will take care of the reimbursement of its own travel costs.”

Question: 1) Could the Commission confirm that the above differentiation does not apply to this ITT, and 2) that the reimbursement of all travel (and hotel) costs incurred by invited participants attending the Stakeholder Workshop is the sole responsibility of the contractor, and 3) that an estimation of these costs must be included in the financial offer of any response being submitted to ITT MOVE/D2/2013-51-1.

A5: Yes to 1), 2) and 3) above

Q6: Should the answer to Question 5 be in the affirmative, could the Commission further clarify if a successful tenderer will have to include in its financial offer the costs of refunding travel and hotel costs being incurred by Stakeholder Workshop participants who are either:

1. Members of the Commission Services
   and/or
2. EU Member State Government officials

A6: question 1) No and question 2) Yes

Q7: Could the Commission further provide a general indication as to the total number of stakeholder participants that it would expect to participate in the Workshop.

A7 (revised answer): As an indication, the number of participants to potentially attend the Workshop and be reimbursed for participation costs could be as follows:

― Main EU and non EU labour supplying States*: 15
― EU Flag States*: 5
― Seafarers’ organisations*: 5
― EU shipowners*: 5
― Private recruitment and placement services organisations*: 10
― Other stakeholders (e.g. RO in the sense of MLC, International organisations)*: 5
*A tentative list for each category of invitees should be provided

Q8: Could you please advise how the following should be presented:

- Identification of Tenderer
- Legal Entity Form
- Evidence for Exclusion Criteria
- Evidence for Selection Criteria
- Power of Attorney

Do they go in with either the Technical or Financial Offer, or should they be included separately outside of these?

A8: As mentioned in the "tender specification" under para. 1.5. "Content of the tender"

The tenders must be presented as follows:

- **Part A**: Identification of the tenderer (see section 1.6)
- **Part B**: Evidence for exclusion criteria (see section 2.2)
- **Part C**: Evidence for selection criteria (see section 2.3)
- **Part F**: Power of attorney (for consortia only)

To be attached to the technical offer and financial offer:

- **Part D**: Technical offer (see section 2.5)
- **Part E**: Financial offer (see section 2.6)

As long as the tender contains all the listed parts, as requested, it can be considered acceptable.

Q9: Technical capacity requirement: “Team for data collection in third countries: collectively the team should have knowledge of at least 3 EU languages and Russian, as well as proven experience of 5 years in data collection techniques.”.

We understand that in order to perform the contractual tasks we need to have a team including Russian speakers.

We also understand that the contractual tasks will imply performing some work in Russia, such as consulting stakeholders and that therefore we need to cooperate with experts with a deep knowledge of the Russian context.
We were therefore wondering whether, in the light of the current political situation, the contractual tasks will still imply carrying out a substantial amount of work concerning Russia, and therefore still imply the possibility to subcontract part of the work to Russian based firms.

A9: The ITT is related to the ILO MLC, 2006 which is applied by many ILO member States worldwide and of course by almost all EU member States. Therefore, the situation regarding Russian speaking seafarers, whether of Russian nationality or not, falls within the scope of the study.

Performance of the tasks related to Russian and Russian stakeholders are to be performed in equal manner and level as the tasks related to other countries falling under the scope of the study.

The language requirements should merely help to achieve the most complete results possible in the completion of this study. With regard to "subcontracting" aspects, the provisions under paragraph 1.4 of the Tender specifications continue to apply. The requirement of having Russian-speaking member(s) in the team does in no way imply or prescribe that the team member must actually be based in Russia.

Q10 : Under title 3.3. ("Objectives") of the Tender Specifications, one of the objectives is referred to as "Provide an assessment on how the main labour EU and non EU seafarers' supplying countries having ratified the MLC or in the process of ratifying it are complying or intend to comply with the requirements laid down in the MLC...".

Is it correct to assume that countries such as Myanmar, China and Indonesia - which arguably do not (yet) fit that description, but which are mentioned explicitly under title 3.2. ("Geographical scope") - should be included in the scope of the study?

A10: Yes