Invitation to tender MOVE/A4/2013/339 for a supply contract regarding collation and dissemination of information with regard to privacy attacks and armed robbery

Contract notice in OJEU S 2014/S 107-187438

QUESTIONS & ANSWERS

Latest update: 25 July 2014

**Question 1:** Is the tenderer requested to provide the service described in § 3.1 of the Technical Specifications?

**Answer:** Yes. Article 3.1 of the Tender Specifications specify the purpose of the project. This is the ultimate aim of the contract that the tenderers must bear in mind while preparing their tenders, elaborating methodology, etc.

**Question 2:** In case the answer to question A1 is affirmative, since when is the service to be provided? For how long?

**Answer:** The contract enters into force upon its signature and will be valid for 18 months. Article 3.3 of the Tender Specifications provides: "Execution of the tasks begins after the date on which the Contract enters into force." According to Article I.1.2 of the Tender Specifications "The contractor will submit a draft final report to the Commission at the latest 17 months after the signature of the contract. ....The duration of the tasks shall not exceed 18 months. This period is calculated in calendar days."

**Question 3:** Are the kick off-, interim- and final- report the only deliverables requested?

**Answer:** As stipulated in the Tender Specifications the direct deliverables are at least two presentations at SAGMAS and MARSEC, inception report, monthly progress and planning reports, interim report and final report.
**Question 4:** One of our partners in the consortium is a NATO organization, and as such it has always been considered exempt from the need to prove economic and financial capacity. Both in the FP7 calls and the H2020 calls they just needed to state that they were exempt from the financial capacity check, being an international organisation. Is this the case also for this call? What evidence must be provided by such partner? (in either case).

**Answer:** First of all, in the case of the other members of the consortium (we understand that this would be a joint tender) already having the required level of economic and financial capacity, in practice, proof of this capacity of the organisation referred to in your question will not be required.

In the case the financial and economic capacity of other members of the consortium would not be sufficient to meet the criteria in question, you have to present, in your tender, the information required in paragraph 2.3.1 of the Tender Specifications – a request to rely on the exemption, justification and an additional document(s) to support the argumentation. It is up to the Evaluation Committee to decide on the sufficiency of the justifications and the information presented.

**Question 5:** In the invitations on p. 2 in the paragraph packaging instructions on page 2 (beginning): “Tenders must be placed inside two sealed envelopes” does the term "Tenders" refer to the offer?

**Answer:** Yes.

**Question 6:** With regard to the wording referred to in the above question does the fact that the plural is used (tenders) relate to the fact that there are a technical and a financial offer?

**Answer:** The plural in "tenders" refers to the presumption that more than one tender will be submitted.

**Question 7:** The tender mentions an INNER envelope but there is no mention of an "outer" envelope. So, what does the term INNER refer to? Where does this INNER envelope has to be put into?

**Answer:** The first sentence on the 2nd page of the Tender Invitation stipulates that "Tenders must be placed inside two sealed envelopes. The inner envelope, addressed as indicated above, should be marked as follows..." The tender must be put into the inner envelope and addressed as required; then the package must be put in an outer envelope.

**Question 8:** As also per the above Question, the two sealed envelopes are related one to the technical offer (which has to go inside the sealed envelope marked
as "TECHNICAL") and the other to the financial offer (which, in turn, has to go inside the sealed envelope marked as "FINANCIAL")?

**Answer:** The inner envelope contains the whole tender/offer incl. technical and financial offer.

**Question 9:** There is mention of the fact that the offers must come in one original plus two copies, plus one electronic copy. Could you please clarify which of the following cases holds:

- each of the two sealed envelopes must contain: 1 paper original plus two paper copies, plus one electronic copy

- the two sealed envelopes must contain just one copy and thus 3 different "INNER ENVELOPES" need to be delivered + 1 ENVELOPE containing the electronic copy

**Answer:** One original of the tender, two copies and an electronic copy must be put in one envelope (inner envelope) and the inner envelope to be put in an outer envelope.

**Question 10:** The purpose of this project is to collate information on piracy and armed robbery worldwide and transmit it to the European Commission on a daily basis. This information will be also made available at all times by the contractor to the parties interested and/or engaged in the prevention and deterrence of this type of criminal behaviour.” Would you please tell us what you mean by “on a daily basis”? Has this information to be disseminated immediately? Is a constant monitoring required with a strict dissemination of information within 24 hours?

**Answer:** Yes, the information must be disseminated on a daily basis i.e. every 24 hours.

**Question 11:** Please clarify is the output of this project a study? Or is it also a service? If the service is an output, does it include the provision of a daily report, starting from the first day of the project and ending the last day of the project?

**Answer:** The output of this project is:

a) Service as described in Article 3.1 of the Tender Specifications "The purpose of this project is to collate information on piracy and armed robbery worldwide and transmit it to the European Commission on a daily basis" commencing from the entry into force of the contract and ending at the completion of the contract and

b) The final deliverable is a Final report which must meet the requirements of article 3 of the Tender Specifications, incl. "recommendations on a sustainable, long term solution to the collation and dissemination of such
information is identified and made available…” as provided in article 3.3 of the Tender Specifications. Please see also the answer of Question 3.

**Question 12:** Service contract please clarify Article 1.3:

1.4 50% Progress payment - Payment upon Submission and Acceptance of Collated Report Due Month 6 of the contract or Month 9 per Technical Specification

1.4 Payment of the Balance - Payable upon Submission and acceptance of Second and Final Collated Report Due Month 17 of the Contract.

**Answer:** We understand the question's main focus is on payment conditions. The interim payment of 50% of the price of the contract will be made by the Commission in 60 days after the submission of the draft interim report. The draft interim report must be submitted in 9 months after the entry into force of the contract.

In the same way, the final payment is due in 60 days after the submission of the draft final report. This report is due in 17 months after the entry into force of the contract. Approval of the report in question by the Commission is a necessary pre-condition for the contractor being entitled to the payment.

Please refer to article I.4 of the draft contract.

**Question 13:** Tender Specifications - Please confirm

3.1 Transmission of Daily Reports

- The required number of reports to be submitted will be 540 Daily Reports

- Required format(s) for Daily reports and addressees

**Answer:** Article 3.1 of the Tender Specifications refers to transmission of the required information on a daily basis i.e. every day from the entry into force of the contract until its completion. No format is required, the addressees are described in article 3.1 of the Tender Specifications: "This information will be also made available at all times by the Contractor to ships/ships operators/shipowners, seafarers and to all private actors and public agencies that are interested and/or engaged in the prevention and deterrence of this type of criminal behaviour."

**Question 14:** Can you confirm Contract Value not to exceed Euro 200,000.00 (Two hundred Thousand and XX/100 Euros), excluding VAT?

**Answer:** Article 2.6 specifies that the "prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately."
The maximum total price, offered by the tenderer (financial offer), can be no more than 200,000 euros. Please refer to paragraph 2.6 of the Tender Specifications.

**Question 15**: Can you confirm Minimum of three trips to Brussels; Project Kick-off; Presentation of Report #1; Presentation of Report #2; Additional Meetings as required and Travel expenses to be included in the NTE of Euro 200,000.00?

*Answer*: Yes, the quoted price must be a fixed amount including, *inter alia*, the travel expenses. Please refer to the previous answer.