INVITATION TO TENDER No. MOVE/E1/2014-56
"Supply of electronic data related to air transport"

QUESTIONS & ANSWERS
Latest update 12/09/2014

1. Question
Do we need to provide a Financial Identification Form as an existing supplier?

Answer
Yes. The original signature of the tenderer, or of a leading partner of the consortium, is the signature that binds the contractor to his tender in the framework of this particular invitation to tender. Please see paragraph 5 of the published invitation to tender.

2. Question
For the declaration of honour, who would be an “authorised representative”- ie. a manager, board of directors, or is this something I can sign as the Sales person?

Answer
An “authorised representative” would be one of the persons mentioned as a legal representative in the "Identification of the tenderer" (Annex 1).

3. Question
Under the evidence section on technical and professional capacity, is it necessary to have CVs? This team is 40 people strong.

Answer
The CVs must be presented in accordance with paragraphs 2.3.2 (b) and (c) of the Tender Specifications. As a minimum, CVs of the management staff and of the key team members have to be provided in order to prove the tenderer being complaint with paragraph 2.3.2 (b).
4. Question
Does the power of attorney (annex 3) only relate to joint contractors?

Answer
Yes.

5. Question
Article 1.9 – where signatures are required – does this have to be signed in Brussels?

Answer
If you are referring to the draft contract, then each party – the Commission and the tenderer to whom contract has been awarded – will sign it on its location.

6. Question
Part II 10.5- what results does this refer to?

Answer
Results described in paragraphs 3.3 and 3.4 of the Tender Specifications. The contractor must make clear that access to database and to web-based services by the Commission would not be hindered due to intellectual property related reasons (due to pre-existing intellectual property rights).

7. Question
Part 11 10.7 – what does this relate to?

Answer
Not applicable as the result in this case is access to database or to web-based services.

8. Question
Interim payments - this was not in the last terms – what does this mean?

Answer
Not applicable. Please see the payment terms, Article I.4 under the Special Conditions of the draft contract. There is only one payment to be made by the Commission.

9. Question
Can changes be made to the terms? For example, to indemnities?

Answer
Unfortunately no changes can be made to the published terms of tender documents. Please see first sentence of paragraph 7 of the invitation to tender.
10. Question

We have amended the contract to exclude irrelevant parts (as indicated by square brackets) to accurately state the services to be provided and the payment terms that apply.

The only legal terms changed are the removal of:

(d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the contract might call into question the decision awarding the contract or result in unequal treatment of tenderers;

(e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

And replacement with:

Either party may terminate the contract if:

(i) if the other party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations; and

(ii) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the other party as a result of force majeure, notified in accordance with Article II.13, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period set out in I.2.3.

Presumably our legal teams can arrange a call asap on this; these terms were not in the last contract (signed in 2011) so I would not imagine this causing an issue.

Answer

These modifications cannot be accepted. Please see the previous reply.

11. Question

When can we expect a decision on this year’s contract?

Answer

The contract must be signed no later than by the end of this year.