Invitation to tender [MOVE/ C2/2014-vigie n°269 for a service contract regarding the Provision of services towards the development of a public European environmental model suite for aviation

Contract notice in OJEU 2014/S 159-285178 of 21/08/2014

QUESTIONS & ANSWERS

Latest update 22 September 2014

Question 1: The specifications mention the development of numerical models (linked to helicopter noise modelling). Could the EC please explain the exact meaning of the word “numerical” linked to the modelling and whether numerical modelling is a firm requirement?

Answer: A numerical model means here a model which contains the equations and mathematical algorithms which can then be coded in a software. This model will then have to be validated developing the appropriate software as requested in the technical specifications as well.

Question 2: The special conditions section mentions interim payments equal to 10%, 40% and 40% of two million euros plus payment of the balance (remaining 10%). Will the actual payments be fixed and linked to four milestones, i.e. deliverable months M6, M15, M22 and M24 (and corresponding four sets of deliverables)? Or would it be possible to submit an invoice and receive payment whenever a deliverable is accepted?

Answer: The contract foresees 3 interim payments and the final payment. The payments will correspond to the deliverables in accordance to the table included in the tender specifications. Invoices shall be submitted following acceptance of the deliverables and will be paid in accordance with the terms of the contract.

Question 3: Is it possible to shift D2.2.1 (description of test procedures) delivery to M6, including the corresponding payment? This would make sense, since it is one of the first tasks to be done for the helicopter noise measurements (it could also include the study of which helicopter types are to be tested). Waiting until M15 would not be logical, since by then the flight tests will already be underway and approval of the test procedures would be required long before that.

Answer: We do not foresee such a change to the initial specification. However this could be discussed with the contractor at the kick off meeting.
**Question 4:** General Conditions Art. II.12 mentions liquidated damages per day of delay = 0.3 x (V/d); for instance, at project start this would mean: 0.3 x 2,000,000 euro / 730 days = 822 euro / day; according to art. I.11, V will change in the course of the project following payments; will parameter “d” change as well and, if yes, in a similar way? NB: When this parameter d reduces, liquidated damages will increase!

**Answer:** d is fixed to the duration of the contract expressed in calendar days. It does not change.

**Question 5:** I would be grateful if you could briefly explain me in what new draft Commission measure/s the expected study may feed in. For instance, according to the tender specifications, the expected study would feed into a number of future Commission initiatives, including the development of a new helicopter noise modelling methodology. With regard to the latter, I would like to know what legal basis for that would be used, what type(form) of a legal act the Commission may come forward with in order to introduce such a helicopter noise modelling methodology and, if possible, whether it would amend any existing or future measures (e.g., is it expected to be a comitology measure establishing the helicopter noise modelling methodology according to Directive 2002/49/EC, which would be similar to the draft Commission measure establishing common noise assessment methods according to Directive 2002/49/EC?(CMTD(2014)0809).

**Answer:** This provision of service aims at complementing and improving the set of available aviation environmental models by collecting data, developing new modelling methodologies and associated databases in support to policy makers for the development of EU policies and in international discussions such as in the framework of ICAO. These modelling methodologies and associated databases intend to strengthen the European position at the ICAO Committee on Aviation Environmental Protection (CAEP) when establishing the future international aviation environmental standards (e.g. engine non-volatile Particulate Matter standards and helicopter noise standards) as well as provide the means to conduct comprehensive environmental impact assessments in the scope of EU’s existing and new policies.

The helicopter's modelling task as written in the specification is "to support in full the monitoring activities required by the European Environmental Noise Directive (END) as well as ICAO noise standard setting, an adequate noise modelling capability that encompasses all types of aircraft is required. However, the international guidance to model aircraft noise - such as ICAO Doc 9911, ECAC Doc 29 - is limited to fixed-wing aircraft, thus not covering helicopter noise albeit helicopter operations being within the scope of the END. Defining a more specific noise modelling methodology for helicopters is therefore a high priority for Europe."

**Question 6:** Engine tests (and thus nvPM measurements) can happen whenever the logistics are best for them to happen. Therefore, in this respect, there is a need for flexibility in when the engine #1 test will actually take place as well as the engine #2 test. The tender specifications, specifying engine 1 test taking place in year 1 and engine 2 test taking place in year 2, are assumed to be just making assumptions in this respect. Could EC please confirm and or clarify on this issue?

**Answer:** The delivery of the engine test results has been planned in order to fulfil the programming needs of ICAO. The latter requires the availability of at least one set of engine test results by month 15 from the start of the contract, with a second set being available by month 22. Notwithstanding these timing requirements on the delivery of results that are imposed by the
linkage with the work of such international forum, the contractors are free to perform the tests on the engines at the time that better suits their work planning and minimises potential constraints.

**Question 7:** Much of EASA’s sampling and measurement system is very specialist, and expensive, without other parts available that could be easily borrowed/rented. Would a catastrophic failure of part of the EASA system - if suitably serviced, maintained and calibrated - during the test period, class as a Force Majeure if it resulted in failure of getting all engine nvPM data, if reasonable endeavour could be shown to have occurred in seeking a replacement or repair of the analyser or component?

**Answer:** The case of a catastrophic failure of the EASA system in the context and with the consequences mentioned above would be considered as a Force Majeure.

**Question 8:** There is no payment schedule for calibrating and making the EASA system ready - even though it is stated that the consortium need to foresee the specific costs of this. Are costs associated to manpower, calibration and maintenance of the EASA system (which are incurred whether or not an engine test occurs) part of, and anyway paid when delivered as part of deliverable # D2.1.1 (linked to engine 1) and deliverable # D2.1.2 (linked to engine 2)?

**Answer:** These costs should be included in the cost estimates of these two tasks (2.1.1 & 2.1.2) and will be paid upon EC's acceptance of their deliverables and at the timing foresee in the contract.

**Question 9:** Linked to deliverables # D3.2 and D4: On one hand, the tender specification uses the term "prototype", which in our terminology means a program that can demonstrate a functionality and that can be used by a "skilled operator" familiar with this topic. On the other hand, the tender specification refers to "technical documentation (user guide, installation guide, software specification and architecture documents)" (page 18 of the Tender Specifications) and "management models that are to be used to maintain and update this facility and to enable user support both within and outside Europe" (page 14). This points to a program that is more or less ready for the commercial market, and very far from a "prototype" (according to our own definition). We believe that "a prototype" (according to our definition) can be developed and presented as D3.2 and D4 within the current total budget for the project, but a "ready-for-the-market" program with full documentation and full user support, calls for a much larger budget. Could EC please clarify this?

**Answer:** The purpose of this task is definitively to develop a fast prototype for model validation, not a "ready-for-the-market" software. The documentation requirements are two-fold: (i) those that evolve from the utilisation of modern software programming environments; (ii) those that will enable an expert in the field to understand the developments already performed in view of subsequent refinements or extensions.

**Question 10:** Please confirm that the intention of pre-existing rights (any subsequent right to licence) is that they are limited to those formally introduced and recorded into the project by the contractor in pursuance of undertaking the project as suggested in Article I.8.2 (i.e. not an open list covering all parties background)

**Answer:** We confirm that the pre-existing rights are limited to those formally introduced and recorded into the project by the contractor in pursuance of undertaking the project.
**Question 11:** As a consortium we feel it is necessary to be able to use the results of the project which are assigned to the Union within our respective businesses. Please can you confirm that this requirement will be either included within the final service contract or that a separate licence will be provided in parallel to the partners?

**Answer:** The results of this contract will be put into the public domain. Such public domain information can therefore be used by the partners and other third-parties for business-related purposes.

**Question 12:** Economic and financial capacity criteria and evidence (p5 of Tender Specifications): the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the criteria of an annual turnover of the last two financial years which is above 1,000,000 Euro; evidence as specified is to be provided. In the specific case of a joint tender, should all tenderers and identified subcontractors provide such evidence or would it be sufficient to provide this from, say, the main 3 or 5 consortium partners only (with combined, and each of them already separately, having an annual turnover of far more than 1 million euro)?

**Answer:** The annual turnover criterion is to be met by the consortium as a whole, not by each individual partner.

**Question 13:** Could the EC please confirm that EASA will insure EASA’s sampling and measurement system (as the relevant consortium partner is not in a position to insure somebody else’s property)?

**Answer:** The Contracting Authority expects that the guarantees sought will be covered by some form of contractual relationship to be established between the consortium and EASA.

**Question 14:** Given the short term left until the deadline of the call for tenders (Sep 30th), the several open issues (linked to the questions which are yet to be answered) and the subsequent internal review and decision-making process yet to be carried out by critical consortium partners, we would like to request for a postponement and change of the tender deadline into October 10th, 2014.

**Answer:** A corrigendum will be published to extend the deadline up to 10th of October.