QUESTION 1

We assume that the “results” referred to in clause II.10.1 of the Service Contract cover the conclusions gathered during the trial and do not extend to cover ownership of the system used to demonstrate these conclusions.

Consequently, if we are correct in this understanding that DG MOVE will only need ownership of the conclusions of the pilot, we do not believe that DG MOVE require a licence in relation to the “pre-existing rights”.

Please confirm that our understanding is correct. We have provided our suggested mark-up of this clause to reflect this change (see attached Word/PDF in track change mode).

ANSWER 1

Your understanding is not entirely correct! Please refer to paragraph 3.3 of the Tender Specifications, Tasks: "The Contractor shall /…/ in the Implementation Phase /…/ install and implement the complete set of defined C-ITS services on at least two urban demonstration sites with all necessary infrastructure and vehicle equipment, allowing the testing and demonstration of C-ITS services."

The solution(s) enabling to perform this task form an essential part of the contract, meaning, that the Commission will acquire the full ownership, in terms of article I.8, of these solutions as concerning the urban demonstration sites used by the Contractor."
Questions and Answers
13/01/2016

QUESTION 1

Two additional copies and electronic media delivery are required. Does this refer only to the technical offer or also to the financial offer?

If it refers also to the financial offer, do you require two electronic media items or just one media, where both technical and financial offer are included?

ANSWER 4

For this purpose there is no distinction between the technical and the financial parts of the offer, as such. The offer, in all its extent, must be submitted in one original and two paper copies, and also in electronic media, on a CD/DVD/USB stick. Please refer to paragraph 2 of the Invitation to Tender.

Questions and Answers
08/01/2016

QUESTION 1

Just to be sure: Is it sufficient to dispatch a postal offer up to 20/01/2016, i.e. the arrival time in Brussels can be later than this date?

ANSWER 1

Yes, if submitted by post or courier, when in such case it may arrive later to Brussels. According to the Invitation to tender, the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip.

QUESTION 2

Do you need all signatures in origin from of all partners in case of a joint tender, or are scans allowed? Also for the legal entity form?

ANSWER 2

Yes, original signatures are required, but the tenderers must indicate in their offer whether the partnership takes the form of:
a. a new or existing legal entity which will sign the contract with the Commission in case of award or;
b. a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

Tenderers should then submit a tender in one original [and two copies] in one of the official languages of the European Union, and must be signed by a duly authorised representative of the tenderer. The original signature of the single tenderer's or lead partner's authorised representative (preferably in blue ink) on the identification form (Annex 1 of the technical specifications) shall be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender;

QUESTION 3

2.3.2.c: “The most important services shall be accompanied by certificates of satisfactory execution […]” – How many services/proofs do you address here? Necessarily from every partner of a joint tender? Are original signatures (e.g. of customers) required here or are scans sufficient? Are documents without signature sufficient?

ANSWER 3

No minimum number is required, and scans of signed Certificates of Satisfactory Execution are acceptable. The tender specifications do not specify that these Certificates have to be provided by each partner of a joint tender. The Commission reserves its right to further enquire, if needed, over the authenticity of such Certificates.

Questions and Answers

18/12/2015

QUESTION 1

Is there a document describing the use case of the services (i.e. what does the service) and the communication technologies to be used for each service? We have documents from different sources (including ETSI, ComeSafety, …) but it appears that the required functionalities and communication technologies are not always consistent.

ANSWER 1

It is up to the tenderer to describe in the offer the services and technologies to be deployed, distinguishing between vehicle-to-vehicle (V2V) and vehicle-to-infrastructure (V2I) services,
and taking into consideration the list of "Day 1 Services" that have been identified within the C-ITS Platform.

QUESTION 2

One potential tenderer is actually under an audit procedure by the European Court of Auditors and the OLAF about two our previous projects, whereas no final decision/verdict is taken by any of the above entities.

Does such procedure represent an impediment to participate to the initiative referred to above?

ANSWER 2

Please read carefully Annex II to the Tender Specifications, Declaration of Honour. In the case no condition thereof applies, e.g. there is no decision in force against the tenderer, he can submit the offer. Nevertheless, the tenderer should keep in mind article II.14 of the General Conditions of the draft contract, authorising the Commission to terminate the contract in the case the contractor would no more comply with (one of) the exclusion criteria.

QUESTION 3

With regards to the “Beyond traffic jams: intelligent, integrated transport solutions for road infrastructure” initiative, is it a “Lump Sum” project or a “Cost Reimbursed Funded” project potentially object of future audits?

ANSWER 3

This is a "lump sum" contract. Please refer to section 2.6 of the Tender Specifications, on the requirements to financial offers: "The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately. Maximum price: € 1,300,000."

Nevertheless, for the possibility for an audit, please refer to article II.18 of the draft contract.
QUESTION 4

Is the cost of the C-ITS technology (foreseen to be deployed during the project implementation phase) to be included within the bid economical offer?

ANSWER 4

Yes. The tenderers should be, in their technical offers, able to define the C-ITS technical solution to be deployed. Correspondingly, the cost of the technical solution must be included in the financial offer.

QUESTION 5

Should local Authorities in the two Urban Environments (where the C-ITS technology shall be implemented and installed during the implementation phase) be involved in the initiative as of the actual tender phase?

ANSWER 5

The tender shall describe and explain how and when the involvement of all partners will be ensured. The involvement of local authorities as of the tender phase will be an asset but is not mandatory.

QUESTION 6

Are there any eligibility restrictions on the choice of Urban Environments where the C-ITS technology during the implementation phase should be deployed (European cities, cities in the 28 EU member states, etc.)?

ANSWER 6

Please read carefully section 3.3 of the Tender Specifications. It is up to the tenderer to define, how many different urban C-ITS demonstration sites (i.e. amount of different cities) shall be implemented – at least two urban demonstration sites have to be selected.

Therefore, the tenderers can define the two cities – two is the minimum number, the tenderers can propose more cities – in their offers. If a tenderer would not propose these cities in his offer, he must, as a minimum, to provide a robust and traceable method to choose the cities in the identification phase, and link this choice to the rest of his methodology. The chosen cities must be cities of European Union or of EEA.
QUESTION 7

- We noticed that there is no template or form for cost and/or price information

- Is it correct that we do not need to deliver any information like hour rates, costs, manpower allocation or allocation per partner etc.? It is only one fixed price to deliver (free of form)?

Is there any need to provide these kind of figures in the later stage of the project, in case we are contracted?

ANSWER 7

Indeed, there is no template for the financial offer. Content wise, a financial offer must comply with section 2.6 of the Tender Specifications.

Please refer to award criterion 2, Organization of work, but also to award criterion 3, Quality control measures. Detailed and well-explained information on the allocation of resources, e.g. allocation of time per task and per team member should be included in the tenders, as otherwise it is difficult to evaluate the manner the tenderer is going to implement the contract, which, in turn, will result in low score under the above-mentioned criteria.

There is no obligation to demonstrate the budget in detail, although the tenderers might present, as a minimum, the budget for travelling that they foresee for the implementation of the contract, for example, in relation to meetings with the Commission.

QUESTION 8

We understand the final sum as a net offer. Why do you mention the possibility to optional declare VAT?

ANSWER 8

Your understanding is correct: the financial offers must be submitted VAT-excluding. Please refer to the Protocol on the Privileges and Immunities of the European Union, and article 3 thereof: the contracts concluded with the EU are exempted of the obligation of VAT. The actual implementation of this exemption can vary by Member States, e.g. either the exemption applies directly, so that the contractor does not have to pay any VAT, or, the VAT paid will be refunded to the contractor later.

The VAT can be declared solely for informational purposes.
QUESTION 9

Subcontractors might declare VAT in their invoices. Is there any rule or policy how to handle this case?

ANSWER 9

Arrangements between contractor(s) and / or sub-contractors are to be agreed between these parties. Nevertheless, no part of a contract with the European Union is to be taxed with VAT. Please refer also to answer No 8.

QUESTION 10

Do we need to assure you that we have a consortium agreement (before or after submission)? Are there formal requirements for such an agreement?

ANSWER 10

No, there are no formal requirements for such an agreement nor should it be submitted to the Commission. In relation to the European Union, in the case of a joint tender by a consortium, all consortium members must sign Annex F to the Tender Specifications (the Power of Attorney).

QUESTION 11

The specification mentions an Identification phase and an Implementation phase. Are these phases corresponding to Phase I (6 months) and Phase II (18 months) in the draft service contract? On the other hand, there is a 12 month period from signature for "choosing and implementing C-ITS Services on at least two pilot sites" and another 12 months for "monitoring and validation". How do these different statements and phases match? What kind of phase should the interim-report cover?

ANSWER 11

Phase 1 (6 months) and Phase 2 (18 months) in the draft service contract correspond to Identification phase and an Implementation phase in the specifications. Within 12 months from the signature of the contract, C-ITS services should be chosen and implemented on at least two pilot sites. The interim report covers the first 12 months, i.e. phase 1 and part of phase 2.
QUESTION 12
Does the profile 'Project Manager' need to correspond with the consortium leader?

ANSWER 12
No.

QUESTION 13
Is there a minimum number of ITS experts or data collection team members required?

ANSWER 13
It is up to the tenderer to estimate in the offer the needed number of experts and team members.

QUESTION 14
Contributions of persons who are not part of the three profiles (Project Manager, ITS Expert, Data Collection Team) are allowed as well? Do they need to be named?

ANSWER 14
The described profiles are not exclusive. All contributing persons should be named.

QUESTION 15
How is the term "share" defined in the following statement: "Subcontractors whose share of the contract is above 20%"? Is this 20% of the total project price?

ANSWER 15
The share of contract means the share of the sub-contractor in the implementation of the contract (of the actual work). In the offers, the tenderers should establish the share of the contract of each sub-contractor, based on, e.g. on the allocation of person-days.
QUESTION 16

We have formed an international consortium which will deliver the two urban Pilot Projects. We want to deliver a proposal of high quality and need to coordinate a number of international partners.

Due to the Christmas and New Year’s break, the time frame for submission is difficult. For this reason, we kindly request that the submission deadline is extended by 14 days. I believe all parties would appreciate this.

ANSWER 16

Extension of the deadline is unfortunately not possible.

QUESTION 17

In case of joint tender, tender specifications define consortium leader as responsible for coordination (section 1.3). According to team profile requirements (section 2.3. b), does it mean that project manager should belong to consortium leader as employee or alternative solutions are possible such as subcontractor of consortium leader or representative of other consortium member?

ANSWER 17

The project manager must not be employee of the consortium leader.