

## Call for tenders' details

Title: Purchase of the digital surface model along external EU borders.

Start date: 27/05/2016

Time limit for receipt of tenders: 12/07/2016

Contracting authority: European Border and Coast Guard Agency (Frontex)

Status: Closed

## Call for tenders question list

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
1	03/06/2016 15:06	14/06/2016 15:24	records in contract draft	<p>The records present on point 1.3 and 1.4 [ Annex II_Terms of Reference] compared with Article I.8 and Article II.13 [Annex VI_draft contract] they are conflicting. None of the known satellite operator not to selling the ownership (irrevocably worldwide) of the DEM Product and all of intellectual property rights to it. The contractor base on distribution agreement with satellite operator grants to the Client non-exclusive right to use the transferred Product according to records defined in End User License Agreement. End User License Agreement is always the annex to the contract. The Client undertakes to use the transferred Product in particular sharing, reproduction or processing accordance with the records set out by the operator in End User License Agreement (EULA). We conclude to change the records presented in the Article I.8 and Article II.13 [Annex VI_draft contract] and instead set out the records that “Licenses and intellectual property rights and redistribution rights” are defined in End User License Agreement – Annex to the contract. The records present in Article I.8 and Article II.13 [Annex VI_draft contract] could make it impossible to</p>	<p><b>14/06/2016</b> The previously published version of the draft contract (Annex VI-draft contract) is currently replaced by the modified version. See: Annex VI_draft contract_OP_286_2016_RS_corr14062016.</p>

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				contract] could make it impossible to deliver for example product name WorldDEM.	
2	03/06/2016 15:07	14/06/2016 15:25	delivery time	Due to short time of delivery and large amount of data, we conclude to extend delivery time at least twice.	<b>14/06/2016</b> The requested delivery time, set in Annex II- Terms of Reference, shall be respected, unless due to national laws some permit(s) are to be obtained to cover specific areas. Then the delivery time of that specific data can be extended after a mutual written agreement between Frontex and the Contractor.
3	09/06/2016 16:25	14/06/2016 15:27	Concerning Point III.2.b in Annex I Tender specifications	Does the net value of 300.000 € for contracts performed in the last 3 years refer to each single contract or to the sum of contracts listed?	<b>14/06/2016</b> The required value of 300,000 EUR refers to each single contract which has been performed (completed).
4	09/06/2016 16:21	14/06/2016 15:27	Regarding Point 1.2.1 (maximum age) in Annex II_Terms of Reference	Is our Interpretation correct, that the most recent date for data acquisition for each area has to be more recent than the 1st of January 2012 and the product has to be produced between 2012 and 2016 – is this correct?	<b>14/06/2016</b> Yes
5	09/06/2016 16:21	14/06/2016 15:28	Regarding Point 1.5 (delivery time frame) in Annex II_Terms of Reference	Can you please shortly acknowledge that the completely edited and finalized DSM product has to be delivered with all meta information 8 weeks after contract signature	<b>14/06/2016</b> We acknowledge it.

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#	Submission date	Publication date	Question subject	Question	Answer
6	10/06/2016 11:42	14/06/2016 15:28	DEM	Does the “Products made of the DEM” (point 1.4, Annex II_Terms of Reference) will not contain any height information from the delivered original DEM and will be irreversible and uncoupled from the original DEM?	<b>14/06/2016</b> The most probable derived product is a shaded relief, which will not contain height information.
7	10/06/2016 11:40	14/06/2016 15:29	Scope of supply	In case of the coverage contains specific area excluded from supply due to law, the time of delivery will be expanded to obtain appropriate permits or the coverage is free of specific area excluded from supply?	<b>14/06/2016</b> In such cases, where it is justified that due to a national law some permit(s) are to be obtained to cover specific areas, the delivery time of that specific data can be extended after a mutual written agreement between Frontex and the Contractor.
8	10/06/2016 10:22	14/06/2016 15:32	Experience	Will the contracts for delivery satellite images be accepted as contracts similar to the subject of this tender (point III.2.b, Annex I Tender specification)?	<b>14/06/2016</b> Yes
9	10/06/2016 11:41	14/06/2016 15:33	Request for additional information	Due short time of product delivery - 8 weeks after the contract is in force (point 1.5, Annex II_Terms of Reference) is it possible to present more detailed exact coverage than in point 1.2.1, Annex II_Terms of Reference)?	<b>14/06/2016</b> No

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10	09/06/2016 16:25	14/06/2016 15:33	Article I.5 of the draft Service Contract establishes that „payments shall be made to the Contractor’s bank account denominated in PLN	Is PLN the account currency so that a European contractor with bank accounts denominated in EUR and USD will have to open an account in Zloty currency? Or, is PLN the currency the contractor will be paid by Frontex?	<b>14/06/2016</b> Article 1.5 of the draft Service Contract has been amended to: ‘payments shall be made to the Contractor’s bank account denominated in EUR’.
11	09/06/2016 16:23	14/06/2016 15:34	Regarding Point 1.2.1 (coordinate system) in Annex II_Terms of Reference	Are there any specifications regarding the height reference system?	<b>14/06/2016</b> Default height reference system of DSM product. Units: meters.
12	20/06/2016 15:58	05/07/2016 11:41	Annex II_Terms of Reference	Due to records present in Point 1.2.1 in Annex II_Terms of Reference in range of product maximum age makes it impossible to supply ready to use the best radar product type such as WorldDEM. The high accuracy of this product is reached thanks to 6-8 coverages performed between 2011 and 2014 (2 coverages every year). So in summary, between 60% to 75% of the source data has been acquired after Jan. 1st 2012. We kindly ask you to re-consider this criteria and suggest the acceptance of no more than 30% of the source data to be older than 2012. Delivery of a radar based product according to present criteria of maximum age will significantly exceed the budget and timeline.	<b>05/07/2016</b> Frontex agrees that in order to receive the best accuracy products it is accepted that no more than 30% of the source data can be older than 4 years old. The ToR has been appropriately amended - see Annex II_Terms of Reference_OP_286_2016_RS_corr_5072016

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#	Submission date	Publication date	Question subject	Question	Answer
13	27/06/2016 10:57	05/07/2016 11:41	EN-Annex VI_draft contract_OP_286_2016_RS_corr14 062016	Art. I.7.1 Applicable law shall be FRONTEX law complemented by the laws of Poland. FRONTEX Law is unknown to us. We kindly ask for the provision of such law.	<b>05/07/2016</b> Art 1.7.1 of the draft contract refers to the Union law not Frontex law.
14	27/06/2016 11:01	05/07/2016 11:42	EN-Annex VI_draft contract_OP_286_2016_RS_corr14 062016	Art. I.9 Liquidated Damages are unlimited We propose a limitation to 5% of the Contract value.	<b>05/07/2016</b> Frontex does not agree with the proposed changes. Please note that the appropriate contractual clause provides the maximum value of the liquidated damages. Liquidated damages may be lower or may not be applied on the basis of the fair assessment of a given case by Frontex.
15	27/06/2016 11:06	05/07/2016 11:42	EN-Annex VI_draft contract_OP_286_2016_RS_corr14 062016	Art. II.5 Communication some references to Art. I.8 are wrong, should be Art. I.6	<b>05/07/2016</b> Correct. The reference in the quoted contractual clause should be Art. I .6. Please note that it is a draft contract which will be fine-tuned prior the contract signature.
16	27/06/2016 11:14	05/07/2016 11:43	EN-Annex VI_draft contract_OP_286_2016_RS_corr14 062016	Art. II.15.1 Delay in Delivery We propose to change this specific (incorrect in our opinion) formula to following records: liquidated damages of 0,2% per day up to a maximum of 5% of the contract value.	<b>05/07/2016</b> The Art. I.9.1. of the Special Conditions takes precedence over Art. II. 15.1. of the General Conditions and applies in the presented form.

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