

## Call for tenders' details

Title: GALILEO COMMERCIAL SERVICE DEFINITION

Start date: 19/07/2012

Time limit for receipt of tenders: 17/09/2012

Contracting authority: European Commission, DG for Internal Market,

Industry, Entrepreneurship and SMEs (GROW)

Status: Closed

## Call for tenders question list

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
1	16/08/2012 18:38	17/08/2012 11:17	Clarification on Exclusion Criteria vs. Technical Capacity	<p>On page 48 (Exclusion Criteria Form) of the tender specification is written:</p> <p>g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;</p> <p>While on page 40 is mentioned that the technical and professional capacity should include:</p> <p>2.1 Proven experience of at least five years in the field of satellite navigation and high accuracy.</p> <p>2.4 Proven experience of at least five years related to operational service provision and exploitation.</p> <p>Has the Commission established criteria by which it intends to establish conflict of interest for this Contract?</p> <p>Would participants in this study be excluded from participating in future contracts such as proof of concept or provision of service?</p>	<p><b>17/08/2012</b></p> <p>To answer your question, please have a careful look at:</p> <ul style="list-style-type: none"> <li>-Article II.3 (Conflict of Interest) of the contract and</li> <li>- Points G. and H. of the Exclusion criteria Declaration.</li> </ul> <p>No there are no predefined set of criteria. It is for tenderers/contractors to ensure that: "NO CONFLICT of interest could hamper the good execution of the contract and/or diminishes the quality of the execution of the tasks.</p> <p>Should you wish to tender to the present call, you will indeed have to demonstrate how you will be able to/what mechanism you have put in place to ,ensure that throughout the entire duration of the Contract, that you will not be in a situation of conflict of interest.</p> <p>No, participating to the present call for tender and ultimately being awarded a contract does in no way prevent contractors from participating in future contracts such as proof of concept or provision of services.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
2	16/08/2012 18:32	17/08/2012 12:08	Tender Final Evaluation p44	Regarding the final evaluation section on page 44 of the tender specification, could you please clarify what is meant in the paragraph "Where Total number of points for price will be computed as follows: lowest price among eligible offers / price of offer + total score for technical evaluation reached by an eligible offer" Will the Total number of points for price be computed as lowest price among eligible offers / price of offer OR as lowest price among eligible offers / price of offer + total score for technical evaluation reached by an eligible offer?	<b>17/08/2012</b> We fail to understand your question as the formula is self-explanatory and is the standard formula of the Commission to which you are used to . The tenderer which will have submitted the lowest offer and whose tender is eligible will be awarded the maximum points (30 points in the present case) and will be the benchmark for the evaluation of the financial offers for all other eligible offers. Then the tenders are also assessed (worth 70 %) on technical merits. The final score is the computation of the 1st score (out of 30) and the 2nd score (out of 70).

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3	23/08/2012 11:14	27/08/2012 10:43	Question on liabilities	<p>Reference is made to the draft Service Contract, Article I.10 "Termination by either contracting party":</p> <p>At the end of the article, the current wording reads "Article II.14.4 applies accordingly". When reading the articles in context, we assume that Article II.14.4 second and third paragraph – which state that the commission may claim compensation for damages and claim Contractor for extra costs incurred in hiring a new contractor to complete the services – should not apply if the Commission were to terminate the contract for convenience (rather than Contractor default) in accordance with article I.10. Please advise whether the reference in article I.10 should be specified/construed to read: "Article II.14.4 first paragraph applies accordingly."</p>	<p><b>27/08/2012</b></p> <p>Since Article I.10 takes precedence over Article II.14.4, the terminating party may not be required to pay compensation, so the references to compensation in Article II.14.4 (part of the 2nd § and 3rd §) do not apply in this case.</p>

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4	30/08/2012 18:19	03/09/2012 11:06	Nationality of the tenderers	If submitting a Joint Offer, can some of the tendering firms be outside of EU? If it is not possible, can they still be subcontractors?	<b>03/09/2012</b> Tenderers outside European Union are allowed to submit offers if the countries where they are based have signed an agreement regarding procurement with the European Commission, or the countries where they are based are members of the WTO agreement on procurement.  No restriction in terms of nationality applies to the sub-contractors.

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#	Submission date	Publication date	Question subject	Question	Answer
5	04/09/2012 17:10	06/09/2012 11:58	Two questions on administrative issues	<p>1. Should the power of attorney of partners in a joint tender be signed in original with ink by all partners or can it be signed also electronically/ via a scanned signature?</p> <p>2. on page 32 of the tender specification is written: " b) The tender must include a statement confirming the validity of the tender (preferably in blue ink) signed by the authorised representative." Is this statement already within the documents enlisted in chapter 6.7? If yes can you please indicate to which document you are referring to? If no, can you please indicate a layout for this document? Moreover, in case of a joint tender can this document be provided solely by the coordinator/ group leader or should it be provided by all the partners?</p>	<p><b>06/09/2012</b></p> <p>1. Initially, at the tender submission stage, we can accept an electronically/ a scanned signature, but an original signed by ink must be provided by the moment of contract signature, provided that the tenderer has been awarded the contract.</p> <p>2. No, this statement is not mentioned among the documents listed in Annex 6.7, which provides that "Additional documents might be necessary depending on the specific characteristics of each tender". This is an additional document for which we didn't considered necessary to provide a layout; the tenderer has the freedom to formulate the statement of its own choice, the meaning of the text being that the tenderer undertakes to maintain the offer validity over the period required by the contracting authority. In case of a joint tender, the document can be provided solely by the consortium leader, as long as the other members of the consortium have signed a power of attorney enabling the leader to represent them.</p>