

## Call for tenders' details

Title: Providing support to the assessment of the Water Framework Directive and Floods Directive's plans and implementation.

Start date: 09/07/2015

Time limit for receipt of tenders: 11/09/2015

Contracting authority: European Commission, DG ENV+CLIMA

Status: Closed

## Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	24/07/2015 16:41	24/07/2015 19:10	Methodology	In order to manage data collection, avoid abortive work and provide better value for money, could the European Commission please confirm that only publicly available reports will be assessed to understand the compliance of each country?	<b>24/07/2015</b> Assessors will mostly base their work on publicly available information. They may have to take into consideration additional documents such as technical documents reported by Member States together with their RBMPs and FRMPs, or confidential documents provided by the Commission.
2	24/07/2015 16:41	24/07/2015 19:11	Methodology	With a view to minimising travel and its environmental and carbon impacts, would the European Commission please confirm that workshops in Sub-task 1.1 and 2.1 could be held in locations other than Brussels? If not please could the European Commission clarify why not?	<b>24/07/2015</b> The location of such workshops will be agreed with the European Commission. As they may require the contribution of desk officers from different units of the Commission for parts of their agenda these workshops are expected to be held in Brussels.

**Call for tenders questions summary**

#	Submission date	Publication date	Question subject	Question	Answer
3	24/07/2015 16:42	28/07/2015 15:48	Service Contract	Would the European Commission accept an alternative payment profile to Article I.4 based on our proposed methodology with monthly invoices according to percentage completion of certain milestones? The current payment profile is likely to lead to an undesirable situation where payment could occur 1.5 years or more after carrying out some tasks. Therefore we would like to propose a more frequent payment schedule. If this is not acceptable please could the European Commission clarify why not?	<b>28/07/2015</b> The payment schedule has been calculated according to the expected timeline of the project. A payment of 25% is foreseen at month 12 with a further payment of 35% at month 21 upon acceptance of the two interim reports which is standard practice for service contracts of this type. A monthly payment schedule unfortunately cannot be accepted due to the burden on internal resources.
4	24/07/2015 16:42	28/07/2015 15:54	Service Contract	Regarding Clause I.4, please confirm all payments by the European Commission under this contract shall be done within 30 calendar days according to Directive 2011/7/EU. If not please could the European Commission clarify why not?	<b>28/07/2015</b> Payments will be made within 60 days of receipt of invoices in accordance with Article 13 of the above-mentioned Directive. This is also fully compliant with Article 92(1b) of the Financial Regulation (Regulation 966/2012) applicable to the general budget of the Union and its rules of application (Commission delegated Regulation 1268/2012).

**Call for tenders questions summary**

#	Submission date	Publication date	Question subject	Question	Answer
5	24/07/2015 16:44	28/07/2015 15:58	Service Contract	<p>Clause II.1.1 of the contract conditions requires a performance by the consultant to the highest professional standards. The standard care imposed on consulting engineers is to carry out their services with “reasonable skill and care”. A requirement to perform to the highest professional standards is not insurable. Please can the European Commission confirm that it agrees that “the Consultant shall exercise and will continue to exercise in the performance of the services, the degree of reasonable skill, care and diligence having regard to current knowledge, information and good practice which is to be expected of a consultant, who is fully experienced, qualified and competent to perform like services for commissions relating to matters or projects of a similar size, type, scope, complexity to, and monetary value of, the commission or project to which the services relates.” If not please could the European Commission clarify why not?</p>	<p><b>28/07/2015</b> The contractor must provide services that meet the highest quality standards, in accordance with the provisions of the contract and in particular the tender specifications. This expression is used as a standard in Commission model contracts. Such change is not acceptable.</p>

**Call for tenders questions summary**

#	Submission date	Publication date	Question subject	Question	Answer
6	24/07/2015 16:45	28/07/2015 16:05	Service Contract	Regarding Clause II.12, the liability for liquidated damages is unlimited which is not in line with the broader liability of the consultant under the contract, as the liability of the consultant under this contract is limited to three times the total amount as referred to in Article I.3.1. Can the European Commission please confirm that the Consultant's liability for liquidated damages shall be capped to 10% of the total amount referred to in Article I.3.1? If not please could the European Commission clarify why not?	<b>28/07/2015</b> The liquidated damages which cover the delay in the execution (or correct execution) of the obligation are not capped. Indeed, the capping of such liquidated damages could incite the contractor, once the cap is reached, not to perform the contract and leave the contracting authority waiting sine die. It should be noticed that contrary to other damages, where the amount may be unexpected and unquantifiable for the contractor, these liquidated damages are foreseeable and quantifiable on a day by day basis. The liability cap of Article 3.3 does not apply here.
7	24/07/2015 16:46	28/07/2015 16:09	Service Contract	Can the European Commission please confirm if an exclusion of consequential damages can be added to Clause II3.3. If not please could the European Commission clarify why not?	<b>28/07/2015</b> The contractor is liable for any loss or damage sustained by the contracting authority during or as a consequence of implementation of the contract. Thus the consequential damages are not excluded from the scope of the liability.

**Call for tenders questions summary**

#	Submission date	Publication date	Question subject	Question	Answer
8	24/07/2015 16:44	29/07/2015 13:19	Service Contract	<p>Can the European Commission please confirm it agrees on the additional wording as inserted in speech marks in Clause II.3.4? If not please could the European Commission clarify why not?</p> <p>The contractor shall indemnify and hold the European Commission harmless for all damages and costs incurred due to any "legally enforceable claim". The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the contract. In the event of any action brought by a third party against the contracting authority in connection with the performance of the contract, including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority. "The European Commission shall take all reasonable measurements to mitigate its losses."</p>	<p><b>29/07/2015</b> DG Environment is using the standard service contract in use for procurement contracts in the Euroean Commision, whose general conditions are normally not subject to change.</p>

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
9	30/07/2015 01:31	04/08/2015 12:37	Providing support to the assessment of the Water Framework Directive and Floods Directive 's plans and implementation Reference: ENV.C./SER/2015/0029	<p>1. Could be the tender be specific for one watershed or may include all the watersheds from the Member State? The specifications state: " The most efficient assessment scale (MS or RBD/UoM) will be chosen for each topic and MS. As a rule, RBD/UoM will be selected only when the methodological approach was not fully harmonised at MS level."</p> <p>2. I understand in terms of funding that there is a maximum limit of 2.000.000 or 2,5.000.000 € although I do not have clear if there is a minimum limit as well.</p> <p>3. Would it be possible to present a TENDER with two coordinators?</p> <p>Thank you for your help.</p>	<p><b>04/08/2015</b></p> <p>1. The evaluation of the 2nd RBMPs should cover all river basin districts of all Member States. Only when the methodologies are not harmonised at national level, a separate assessment for each river basin or region will be necessary. Otherwise, the contractor should only evaluate the national approach to a given topic.</p> <p>2. The budget range for this tender is between 2 500 000 and 2 850 000 EUR. The specifications under 2.7 state "Any offers received that do not respect the upper limit will be automatically excluded from the evaluation procedure. The lower limit is indicative."</p> <p>3. No, it is not possible to have two coordinators. The Commission needs one central contact point.</p>
10	28/08/2015 16:26	31/08/2015 09:07	Section 2.3. b Criteria relating to the team delivering the service	Regarding the experience required for the Project Manager(PM) of the team delivering the service, we understand this experience could have been achieved through the implementation of a project (with the given characteristics) by a public or a private body. Please confirm our understanding is correct.	<p><b>31/08/2015</b></p> <p>Yes, this is correct.</p>

---

### Call for tenders questions summary

---

#	Submission date	Publication date	Question subject	Question	Answer
11	31/08/2015 11:57	01/09/2015 07:55	IT tool	Are there documents related with the IT tool developed for the assessment of the 1st RBMPs available? Is it possible to access the tool?	<b>01/09/2015</b> Yes, we have just uploaded two new documents concerning the RBMPs. <b>02/09/2015</b> The 2 documents that were recently uploaded are concerning the IT tool developed for the assessment of the 1st RBMPs.
12	02/09/2015 15:26	03/09/2015 14:56	Source code of the IT tool	Will the source code of the IT tool developed for the assessment of the 1st RBMPs be made available at the beginning of the contract?	<b>03/09/2015</b> Yes

Generated on the 24/09/2021 12:41:45 - Generation time 15 ms