



TO WHOM IT MAY CONCERN

Call for tenders n. LISA/2014/OP/03

External Support

Questions and answers series 3 (to questions received between 15.08.2014 and 01.09.2014)

Question 3.1

Question related to Turnover Statement.

On page 16 of the Tender Specifications it is stated: turnover statement is required for the past 3 years. However, in the questionnaire Section 3 – Selection Criteria - Economic and financial capacity, it is required a Turnover Statement for only 2 years. Could you please clarify how many years should the Turnover Statement have?

Answer 3.1

We require the turnover statement for the last 2 years. Page 16 of the Tender specification should be read:

For:

- a statement of overall turnover and turnover concerning the services to be covered by the contract during the last three financial years;

Read:

- a statement of overall turnover and turnover concerning the services to be covered by the contract during the last two financial years;

Question 3.2

Question related to Questionnaire SECTION 4 – TECHNICAL SELECTION (TECHNICAL AND PROFESSIONAL CAPACITY)

We have seen that in Q.4.1.1.1 first is required a brief description of the company's business activities..., with an answer box. After, in the same question, it is required to describe the organisational structure, with another answer box. Our understanding is that in this question there is a numbering mistake and they are actually 2 different questions. Could you please confirm our understanding? Could you please publish a corrected version of the questionnaire?

Answer 3.2

The second sub question might not be relevant for all tenderers. We keep the numbering.

Question 3.3

Question related to Liquidated Damages

In annex 2 – Service level requirement, in page 37/61 section 8 – LIQUIDATED DAMAGES it is written the following: “liquidated damages, as defined in article II.4 of the General....”. Reading the mentioned document we notice that that the mentioned article corresponds to another topic. We assume that it might be typo mistake. Could you please clarify?

Answer 3.3

You are right. The correct reference is Art II.12. Please find attached the updated SLR (Annex 2).

Question 3.4

Question related to Reporting

In annex 2 – Service level requirement, in page 37/61 section 10 - REPORTING, paragraph 4 it is written the following: “the data on the request processing and specific contract will have the below content and will be provided in a format.....”. Could you please clarify what needs to be understood as “Below Content”? Under the text we would expect to find some description in relation to the expected content. Could you please clarify how the tender should read it? Could you please provide further detail on the content expected?

Answer 3.4

Please refer to the first paragraph on the same page: “The contractor shall provide monthly reports to the responsible service manager at the contracting authority, in the layout as given below in "Attachment 1 – Monthly Report Forms". So the below content refers to Attachment 1.

Question 3.5

Question related to SLA

In annex 2 – Service level requirement, in page 37/61 section 9 – VALIDITY AND REVIEW PROCESS, paragraph 1 it is written the following: “The present document will provide the basis for the “Service Level Agreement” SLA for the future contract. The resulting SLA will be part of the Framework Contract. I will be applicable from the signature.....”.

Reading carefully the whole documentation provided we have not been able to identify the corresponding SLA. Could you please clarify when the SLA will be defined? Will they be defined by the Contracting Authority once awarded? Or, Is the Contracting Authority expecting the tender to define them during the offering phase? If this is the case, in which question is the contracting authority expecting to get this input? How it will be evaluated?

We are kindly asking to the Contracting Authority to provide a precise answer due to it may have important impact not only on the quality of the offer but also on the service provision.

Answer 3.5

The Service Level Requirements (SLR) will become Service Level Agreement (SLA). The 2 documents are identical. At the tendering phase it is called "requirements" while as annex of the framework contract it becomes "agreement". The tenderers are not asked to define the SLA.

Question 3.6

Standard Submissions Form, section 4.4.2 Demonstrate sufficient experience in providing services in the context of the tender:

"You must include full description (using the Project Reference Form attached in Attachment 1) of at least 4 different projects (and maximum 6) for at least 3 different customers for projects/contracts executed in the field of the present lot and of similar scale (min 60% of the total man/days estimated for this lot)."

Questions:

- a) We understand that the total man/days ($60\% \times 59.960 = 35.976$ for Lot 1 and $60\% \times 58.572 = 35.252$ for Lot 2) is the number of man-days of all the project references taken together, i.e. it is not required that each project should demonstrate 60% of the total man/days of the lot. Please confirm.
- b) We understand that project references involving work both on-site (at client premises) and off-site (at contractor's premises) are acceptable. Please confirm.
- c) Is it acceptable to use the same project reference for both lots 1 and 2?

Answer 3.6

- a. We confirm. Please also see Answer 2.17.
 - b. We confirm.
 - c. Yes. Please see Answer 1.32.b.
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Question 3.7

In the "Standard Submissions Form- All Lots Sections 1-6 final updated", paragraph 4.4.1. Demonstrate sufficient experience in providing services in the context of the tender. It is mentioned "....."Please note that a contract should only be mentioned as one reference of a company" followed by the sentence "In case of a joint offer, provide the information for each company".

In case of a joint offer, we understand that we need to provide between 4 and 6 different project references for the entire consortium. Can you please confirm our understanding?

Answer 3.7

We confirm, please see Answer 2.9.

Question 3.8

In Annex 3 Standard Submission Form section 5, following each question there is a table with black borders suggesting that answers must be typed within these borders. However, this might

be cumbersome, if indeed possible, to provide 5-10-15-20 page answers within these borders, particularly if the answer is complex with images or nested tables.

Our question is therefore, is it allowed to separate our answers and present them as an appendix to the Standard Submission Form as a separate document, and provide references to this appendix within the tables, given that this appendix will be self-contained and would not make reference to other documents outside of the maximum 5-10-15-20 pages per question?

Answer 3.8

Yes, it is possible. Please refer to Answers 1.14 and 2.14.

Question 3.9

Is it possible to raise the maximum number of pages up to 30 pages in respect to the answer to question 5.2.4?

Answer 3.9

We can agree to maximum 25 pages.

Question 3.10

Bearing in mind that the services will be rendered in two or three different sites, in different countries, could you please let us know if all the invoices will be issued to eu-LISA in Tallinn?

Answer 3.10

In case eu-LISA orders, invoices shall be sent to Tallinn. Lot 1 can also be used by the European Commission represented by the Directorate Home Affairs; in case they order the invoice shall be sent to them. Each specific contract will include where the invoice needs to be sent. eu-LISA also accepts invoices sent by e-mail.

Question 3.11

Describe the whole experience of experimented consultants is a difficult task, as they may have been involved in a lot of projects during their careers. Would it be possible to shorten a little these CVs to only select relevant assignments for the profile they apply for? In this case, there will be chronological breaks in the various project experiences.

Answer 3.11

No, we need the information to assess that the requirements set in Annex 1 for each profile are fulfilled.

Question 3.12

Could you please clarify what is "a fixed price study contract" in question 5.3.1?

Answer 3.12

A fixed price study contract means that the main deliverable is a study on certain subject and the specific contract will be in fixed price mode (see Section 11 of Annex 2-SLR).

Question 3.13

Q1. Regarding Framework Contract clause II.3.4 stating “II.3.4 The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any 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.” It is not clear whether the limitation of liability of clause II.3.3. (300% of the value of the frame agreement) is also applicable to II.3.4. In other words does this limitation of liability applies to all liabilities and indemnities as mentioned in the contractual framework ? Thank you to confirm.

Answer 3.13

Yes, this limitation in Art II.3.3 applies also to Art. II.3.4. Nevertheless, the limitation doesn't apply to the damage or loss caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors.

Question 3.14

Regarding scope of licensing on pre-existing rights of contractor (clauses II.10.3 and I.8.1 of the Framework Contract): According to clause II.10.3 the scope of the license will be the modes of exploitation mentioned in I.8.1 (a very broad scope, not only for EU Lisa's internal use). However, in the template Framework Contract, this scope is between brackets. Does this mean that the scope is not yet clear? Could it be that a broad license on the contractor's pre-existing IP for all eu-LISA's own purposes would be sufficient? Many thanks to confirm.

Answer 3.14

The scope of licensing is broad in the Special Conditions and it might be adjusted within the limits set in the Special Conditions in the Specific Contract. Please disregard the brackets in Art I.8.1 of the Special Condition, the texts between the brackets apply.

Question 3.15

Can you please clarify how liquidated damages will be calculated and capped as the calculation/cap mentioned in clause II.12 of the Framework Agreement (0.3 X contract value/contract term in days) is not the same as the one mentioned in Annex 2 (Service Level Requirements), clause 8 (liquidated damages of 1% of the total amount of the specific contract per day of delay). Thank you to clarify the exact calculation method/cap of liquidated damages.

Answer 3.15

Please refer to page 2 of the Framework Contract “The terms set out in the Special Conditions and in the Service Level Agreement shall take precedence over those in the other parts of the FWC. “ Clause 8 of the SLR (Annex 2) applies only to the Fixed Price specific contracts.

Question 3.16

Standard Submissions Form, section 4.4.2 Demonstrate sufficient experience in providing services in the context of the tender:

“Demonstrate to have completed a number of projects in the area of the tender that are in line with the minimum requirements according to the table “Project Reference Form” in Attachment 1 to this document.”

Question:

Our understanding is that a Framework Contract (FC) which is still ongoing is acceptable as a project reference as long as there are Specific Contracts that have been completed during the last three years. Please confirm.

Answer 3.16

We confirm.

Question 3.17

According to the tendering specifications, a subsidiary of a company (Company B) can participate in the call for tenders and provide an endorsement letter from its parent company (Company A) in order to fulfill some of the Selection Criteria -PARFS, CVs, etc. Our understanding is that this is considered as acceptable either this company (company B) has the role of a signed tenderer or a member of a consortium or a subcontractor, in the proposed offer. Can you please confirm our understanding?

Answer 3.17

Yes, if company B is at least consortium member (not subcontractor).

Question 3.18

Standard Submissions Form, section 4.4.1 Client Reference:

“Have you filled and attached the “Project Reference Form” in the Attachment 1 to this document with the principal services provided in 2011, 2012 and 2013 ACCORDING TO Question 4.4.2 with the consumption of resources, dates, and recipients, whether public or private, of the services?”

and

Attachment 1, Project Reference Form:

“Number of tenderer's own technical staff involved in person -days, by profile:”

Question:

Our understanding is that the person-days of own technical staff extend over the whole duration of the project reference and not only the years 2011, 2012 and 2013. Please confirm.

Answer 3.18

We confirm. Please refer to Answer 2.2.

Question 3.19

Standard Submissions Form, section 1.1 Tender Form, p. 6/27:

“Please indicate the freelancers in the connection table for the names proposed in your offer accompanied by a letter of intent to collaborate as subcontractors.”

and

Standard Submissions Form, section 1.3 Letter of Intent for Subcontractors, p. 10/27:

“Declares hereby accepting the General Conditions of the Draft Contract attached to the invitation to tender for the above call for tenders, and in particular, those provisions referring to subcontracting and check and audits.”

Question:

We understand that the above phrase need not be inserted in the letter of intent for freelancers. Please confirm.

Answer 3.19

Art II.7.1 does not apply to freelancers, but Art II.18 on checks and audit might apply. Thus we would like to keep the phrase.

Question 3.20

Tender Specifications, section 2.3 Volume, p. 8

and

Annex 1 Description of services, section 2.1.26 Senior Biometrics Analyst, p. 29/69:

Question:

Profile 1.28 in the table of page 8 of the Tender Specifications refer to an “Intermediate Biometric Analyst while Annex 1 refers to a “Senior Biometrics Analyst”. Which is correct?

Answer 3.20

Senior Biometrics Analyst is correct.

Question 3.21

Annex 3. Section 5: Technical Evaluation Questionnaire. 5.2 Quality of the proposal for preparing the responses to the requests. Q5.2.3: availability of proposed candidates (page 21/27), and Q5.3.6: minimizing unsolicited replacements (page 23/27).

Question:

Our understanding is that questions 5.2.3 and 5.3.6 concern time and means services exclusively. Please confirm or clarify.

Answer 3.21

We confirm that these questions are more relevant indeed for the time and means services.