



EUROPEAN INSTITUTE FOR GENDER EQUALITY

Vilnius, 24.05.2012
EIGE/PROC D/2012/313

Tender: EIGE/2012/ADM/13
Framework contract: Services to support EIGE's communication activities
Subject: Answers to requests for clarifications regarding the Tender. Nr. 9

Dear Sir/ Madam,

From potential tenderers we received questions that could be of general interest.
Please find herewith the answers to these questions.

Sincerely yours,

Procurement
EIGE

EIGE/2012/ADM/13. Questions & Answers Nr 9

Question 1:

Page 3 of ITT (section 12) - "the tender document shall become the property of the Institute and it shall be treated confidentially": could you please elaborate what is meant by "property" in this context? We would assume that the Institute can use the document and its content (as well as the HTML-Prototype in regard of Lot 4) for the evaluation process internally as part of the open tendering procedure. Usually a complete transfer of the relevant rights (in particular copyrights of the HTML-prototype) of the document's content is not necessary. Please advise if we can or cannot use the following clause: "This document is intended for the internal use of EIGE and serves for evaluation purposes of the contractor's proposal. A complete or partial transfer to third parties (companies, official authorities) outside EIGE is prohibited without prior permission from the contractor, the author of this document."

Answer 1:

The tender documents found to be in order and opened by EIGE will not be sent back to the tenderers.

Confidentiality of treatment does not foresee transfer of documents comprising a tender to companies or other economic actors. Becoming EIGE's property, the documents comprising a tender may be provided by EIGE to competent public authorities or institutions if so required, e.g. for institutional auditing purposes, without permission of the tenderer.

Question 2:

Tender Specifications, 2.1.4, Intellectual Property Rights:

2.1.4 requires the tenderers to show in the technical proposal a process regarding the intellectual property rights management.

Does the section "intellectual property rights" only refer to Lot 2 or to all Lots?

If it applies to all Lots:

Tender Specification 2.1.4 (heading "intellectual property rights") requires all rights obtained in the performance of the contract, e.g. photos etc., to be "solely" owned by EIGE. However, the Contract II.10 states the same but excludes preexisting intellectual property rights. As the Contract is deemed to be higher ranking than the Tender Specifications (Contract Preamble), the Contractor is contractually obliged to transfer

full title to all possible results under the framework contract with the exception of preexisting intellectual property rights. Can be therefore assumed that

preexisting intellectual property rights, in particular third party material, does not have to be solely owned by EIGE as stated in 2.1.4 and

accordingly the process to be described by the tenderers in the technical proposal can make an exception for preexisting intellectual property rights, in particular third party material, regarding the "sole" ownership, list such preexisting intellectual property rights and state the applicable licensing conditions for such preexisting intellectual property rights, in particular third party material?

Answer 2:

The section IPR allies to all Lots.

For the purpose of this tender the tenderers are invited to base their offers only on the information contained in the tender documentation (tender documentation comprises all documents uploaded onto EIGE website under this tender procedure). Therefore you assumption is correct.

Question 3:

Please communicate us the detailed description of the mobile exhibition stand (including the kiosk) that will be used during events: size, format, materials, the means of mounting/dismounting, estimated time of mounting/dismounting, or any other information and specifications, in order to estimate the possibility and needs for shipping, storage between event, the means of erecting and dismantling of exhibition, the needs for design and production of additional stand elements/exhibition equipment of the same or a compatible systems (back drop, roll up etc.). Please send us, if any, a diagram or a sketch of the stand.

Answer 3:

The exhibition solution have the dimension:

1. Touch Screen/kiosk (40 kg) volume 0,42 – difficult to rotate. 75 x 75 x 182 cm
2. Bag drop: hard plastic box 1 meter in height, 50 cm broad, 30 cm deep, 100 kg
3. The Roll up is 90 x 15 x 15. Weight not known
4. Currently, there is no additional stand material.

Question 4:

Please communicate us the meaning of the "weighting price" within the context and the financial proposal of the tender (as far as we know from the applied economics, the weighting price / coefficient is used in merging procedures and for business

evaluation of a company / investment). Is it used here as the standard price for the Contracting Authority?

Answer 4:

The weighted price does not mean a standard prices for the Contracting Authority.

Weighting of the tenders' prices is requested only and will be used solely for the purpose of evaluating the financial offers for this tender.

Question 5:

In the price grid to be filled in for Lot 2, there are two different sheets named LOT2 and LOT2(2).

Do we have to fill in both grids? If not, which is the correct one?

Answer 5:

Grid LOT2(2) is that to use.

This has been confirmed on EIGE website.

Question 6:

Should the fee for a man-day cover all costs involved e.g. travel expenses and subsistence costs?

Answer 6:

Yes, it should

Question 7:

On the CONTRACT NOTICE it written: „III.3.2) Staff responsible for the execution of the service Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: no".

This means tenders don't have to give any concrete info like names and etc.

Could you please explain, why in other documents like TENDER SPECIFICATIONS in 2.1.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION in B. Technical and professional capacity - mostly in all LOTS int indicated to give:

„The fully-detailed CVs of staff who will be responsible for carrying out the project and any other evidence of educational and professional qualifications of the staff) reflecting their capacity to meet the requirements stated in the terms of reference."

Could you please explain this and give a correct answer if it necessarily to give full CVs of staff?

Answer 7:

With reference to Contract Notice III.2.3., to check the technical and professional capacity of each tenderer, who has passed the exclusion stage to perform the contract, the fully-detailed CVs of staff who will be responsible for carrying out the project (including those of their main sub-contractors) and any other evidence of educational and professional qualifications of the staff (diplomas, prizes, etc.) reflecting their capacity to meet the requirements stated in the terms of reference. There is no explicit need to indicate the names.

Question 8:

...could you please explain if per one LOT can be awarded couple tenders?

Answer 8:

Please refer to Contract Notice II.1.4. and to page 3 of the Tender Specifications.

Question 9:

ANNEX 4 SUBCONTRACTING FORM BY tenderer

Is this annex have to be signed by all tenders whether or not it intends to subcontract? if the company doesn't intend to subcontract on the date of giving documents, could this company after being awarded to ask EIGE permission to subcontracting, if it shows necessarily to be carried out as efficiently in terms of cost, speed and quality?

IN TENDER SPECIFICATIONS 2.1.1. its written:

„In case the identity of subcontractors is not known at the time of submitting the offer, any future subcontract may be awarded according to the provisions of the contract" but it also says: „Prior written approval from EIGE is necessary in order to replace a subcontractor and/or have work which was not mentioned as subcontracted in the original tender carried out by third parties." So is there possible after awarding to ask EIGE permission about concrete subcontractor?

Answer 9:

The Subcontracting Form does not need to be signed if no subcontracting is envisaged.

Subcontracting after award would be possible, provided it is in line with the contract conditions.

Question 10:

2.1.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION For Lot 2: Design and production of EIGE branded promotional material „A description and evidence (in form of samples or pictures) of two give-aways developed for clients (public or private)". Is this means 2 give away... what ? samples or pictures of done production materials?

Answer 10:

With 2 samples or pictures of give-aways we are referring to “products/promotional materials” that the tenderer previously have developed for clients or have produced/developed especially for this tender and will include into their offer.