



Clarifications to invitation to tender COMP/2016/001

State aid assessment of impaired assets: valuation and resolution mechanisms

Questions and answers on Tender Specifications

	<i>Question:</i>	<i>Answer:</i>
1.	Clarification about project references	"Work done for the European Commission can be also included into the list of projects. Please note that as indicated in the Tender Specifications in point 6.2.4.1. on page 17-18 and in point 6.2.4.2. on page 20, statements issued by the clients should be provided with the tender, as well. Only information mentioned in the tender will be assessed."
2.	"Can you please clarify whether tenderers have the flexibility to respond to the RfP through a legal entity based in either the EU or the US?"	<p>"All economic operators based in the EU have access to the tender procedure.</p> <p>Economic operators of third countries only have access if there is an agreement. In this specific case, the tenderer has the flexibility to choose.</p> <p>Please note that all of the official documents will be sent by post to the chosen office; it would therefore save time to have a contact office in the EU."</p>
3.	"Can you please confirm that reference to "Annex III to the invitation to tender" refers to the declaration of honour?"	"Yes, indeed."
4.	"Given the lower threshold for the financial capacity criteria required for Lot 2 (per 6.2.3), can you please confirm whether the EC would envisage contracting a large international organisation towards the provision of services for Lot 2?"	"Yes, since being a large international organisation is not an exclusion criterion."
5.	"On page 14 - 6.iii: Can you please clarify the term "minimum requirements set out in these	"This term refers to the point 2 Subject of the framework contracts and task

	tender specifications". In particular, which specifications would this term refer to?"	description for Lot 1 (from page 6 to 9) and for Lot 2 (from page 10 to 12). You can also find reference to this topic in the Declaration of honour under section VIII."
6.	"If an applicant is applying for both Lots 1 and 2, is it appropriate to submit the same (or a very slightly altered) technical submission for both?"	"The tenderer should indeed submit two distinct tenders. The content of those two tenders is your choice and we cannot advice you on this point."
7.	"On pages 14&15 – 6.1: Can you please confirm that section 6.1 refers to sections I to VI of the declaration of honour?"	"Yes."
8.	"On pages 14, 15&16 – 6.2: Can you please confirm that section 6.2 refers to section VII of the declaration of honour?" "Similarly, can you please confirm that section VII of the declaration of honour refers to section 6(ii) in page 14?"	"Yes." "Yes."
9.	"On page 14 – 6iii: Can you please confirm that compliance with minimum requirements per section 6(iii), is aimed to be reflected in section VIII of the Declaration of Honour?"	"Yes."
10.	"On page 17 – Evidence A1: Can you please confirm that the list of projects required under Evidence A1 do not have to be identical to the ones required under Evidence A4? It is nevertheless our understanding, that tenderers could opt to provide (partially) identical list of projects for Evidence A1 and A4, assuming these projects meet all relevant criteria – we would kindly request your confirmation."	"Indeed, the two listed projects can either be the same or different. Yes, we confirm that tenderers can opt to provide (partially) an identical list of projects."
11.	"On page 17 – Evidence A1: Can you please confirm whether you would require tenderers to provide the “total amount charged for the service”, or whether tenderers can instead confirm that the amount charged for the service exceeded EUR 30,000?"	"For Evidence A1 (for Lot 1 and Lot 2) the tenderers have to provide that the total amount charged for the service (confirming that the amount charged for the service exceeded EUR 30,000 is insufficient). Nevertheless, if there are confidentiality issues in respect of your clients, you can opt to provide ranges for the amount charged per service (instead of providing the total amount charged). The ranges for Lot 1 are: <ul style="list-style-type: none"> • From EUR 30,000 to EUR 100,000

		<ul style="list-style-type: none"> • From EUR 100,001 to EUR 1,000,000 • From EUR 1,000,001 to 5,000,000 • Above EUR 5,000,001 <p>The ranges for Lot 2 are:</p> <ul style="list-style-type: none"> • From EUR 1 to EUR 30,000 • From EUR 30,001 to EUR 100,000 • From EUR 100,001 to EUR 1,000,000 • From EUR 1,000,001 to 5,000,000 • Above EUR 5,000,001."
12.	"On Page 17-20 – Clause 6.2.4.1: In the case whereby tenderers provide references for project(s) where the European Commission (“EC”) was the client, can you please confirm whether tenderers are required to provide list of EC contact details and/or statements issued by the EC?"	"Yes, the requirements are the same for all clients."
13.	"On Page 17-20 – Clause 6.2.4.1 and 6.2.4.2. P20: Evidence A1 for both Lot-1 and for Lot-2 requires client statements to be provided for projects delivered. In cases where legal departments hinder the swift collection of client statements, could public statements issued by the client about the nature of the appointment and the work undertaken, such as press releases, fulfill the requirement for a client statement?"	"Yes this would fulfil the requirements if the given description is explicit enough to verify those requirements (e.g. that it concerns credit products, credit assets and derivatives valuation, modelling and market developments)."
14.	"On Page 17-20 – Clause 6.2.4.1: When sourcing client contact details for projects more than 3 years old (to provide as references for senior team member CVs), we have noticed multiple instances in which relevant client stakeholders have moved to different organisations or are otherwise not reachable. Can you please confirm that tenderers can flag these cases in their response and leave the contact details field blank?"	"You can flag this but you should indicate the contact details which were relevant at the time of the project execution."
15.	"On Page 17-20 – Clause 6.2.4.1: Should the references for each of 5 projects be submitted in a certain template or should this be just a list of services provided, amount charged, date, name/address of referee?"	"No, there is no specific template."
16.	"On page 17 - Section 6.2.3. Evidence to substantiate economic and financial capacity: We would like to tender through our Legal	"yes"

	Entity x. However, this legal entity has only recently been established and consequently does not have two years of profit and loss accounts. Instead, we would like to provide you with Group's revenues in order to satisfy your requirement for economic and financial capacity. Note that the Group revenues by far exceed the minimum requirement for both lots. Can you please confirm whether you will accept this as sufficient evidence?"	
17.	<p>"On page 17 - Section 6.2.4.1: Evidence A1 requires references for 5 projects delivered in the last three years. Can you please clarify the exact timeframe?</p> <p>a. Can the project end-date be used as the relevant date to determine whether the project has been undertaken within the specified timeframe?</p> <p>b. Does the three years refer to calendar years or discrete years? For example, can you confirm that a project which ends in January 2013 may be listed as relevant?"</p>	<p>a. "Yes"</p> <p>b. "Yes, a project which ends in January 2013 may be listed as relevant."</p>
18.	"Criterion A4 requires demonstration of at least 5 different projects in at least 3 different EU member states in the last 3 years. The evidence is asking for all projects delivered in the last 3 years. Is it sufficient to submit the minimum number of different projects, or is it favourable to provide a larger number of projects. And is there an optimum number of projects that will ensure maximum marks?"	"The criterion A4 is part of the "Technical and professional capacity criterion" himself being a criterion of selection (see point 6.2 of the Tender specifications); this means that the tender will fulfil the selection criteria or not but there will be no mark (it is not an award criterion). The minimum number of projects to be submitted is 5; if all the projects comply with the requirements it is enough to submit 5 projects (but there is no maximum)."
19.	"For evidence concerning the team delivering the services (both for lots 1 and 2), the information required for each team member includes a request for client names. Where projects are highly confidential, we will be unable to share this information. Will we be compliant if we only include the client names of clients mentioned within criterion A4? (with additional clients anonymised, as relevant)."	"No since each selection criterion is evaluated separately based on the information provided for the specific criterion. "As already mentioned in the "Questions and Answers" published on the Competition website: "It is important for the Commission to receive the names of clients and their contact details; we would like to reassure you that the Commission is under an obligation to treat such information as confidential as it is subject to a number of legislative provisions which stipulate how personal data should be processed, this includes Regulation (EC)

		No 45/2001 on the protection of individuals with regard to the processing of personal data by the community institutions and bodies and on the free movement of such data. Nevertheless it is not for the Commission to assess the applicability of the confidential provisions laid down in contracts signed by the bidders. If a bidder considers it is bound by a confidentiality provisions and cannot send the name of the customer and other descriptive information about the contract, the tender document do not constitute a legal basis to breach those pre-existing confidentially contractual requirements. At the same time, the Commission, when assessing the bid, is not bound to take into account a past contract of the bidder for which the Commission does not have received basic description information allowing it to assess the relevance of the contract."
20.	"On page 17 - Section 6.2.4.1. P17: Evidence A1 requires that references have a minimum value for each project of EUR 30.000. May relevant and significantly large projects delivered to clients on a pro bono basis also be listed?"	"Yes if each tranche of the project has a minimum value of EUR 30.000. Please also provide a justification in these case, how you calculated the value of the given project or the reduction. The evaluation committee will also assess this information."
21.	"On page 18 - Evidence A1: Can you please clarify what the term "statements issued by the clients" would correspond to?"	"The term "statements issued by the clients" corresponds to a written confirmation by the client for which the relevant services were delivered."
22.	"On page 18 – Evidence A1: With regards to "statements issued by clients", can you please confirm that tenderers can provide relevant statements issued by clients in 2015?"	"Yes, we confirm."
23.	"On page 18 – Criterion A4: Can you please confirm whether in the case that bidders submit more than 5 reference projects, these can entail projects carried outside of EU Member States?"	"Yes, we confirm."
24.	"On page 18 – Evidence A4: Can you please confirm requirement to "produce a list of all projects performed/ delivered in the last three years", refers only to the (at least) 5 projects	"The list shall include all of the projects (at least 5), which you submit as a reference in Criterion A4. We can only take into account the reference projects, which are

	mentioned in Criterion A4?"	on the list. If you submit 5 reference projects then the list refers to those 5 projects, but if you submit more than 5 projects, the list refers to all the projects mentioned to show international standing."
25.	<p>" On page 19 – Evidence concerning the team delivering the service for Lot 1:</p> <p>Can you please confirm that the list of names submitted to the EC as part of tenderers' response to the RfP can also include names of team members based outside the EU?"</p>	"Yes, if all relevant criteria are fulfilled (e.g. have the resources necessary at its disposal for the performance of the contract at short notice...)."
26.	"On page 19– Evidence concerning the team delivering the service for Lot 1: Can you please confirm what the term “this should be classified by the client” would correspond to?"	"For each asset in the list, the name of the clients for which the relevant services have been delivered."
27.	"On page 19– Evidence concerning the team delivering the service for Lot 1: Should tenderers provide more staff profiles than the minimum requested by the EC (i.e. 1 Senior Expert, 3 Intermediate Experts, 5 Junior Experts), can you please confirm whether tenderers can also provide detailed Curriculum Vitae of staff members who might have recently joined the tenderer and who have extensive experience in the provision of relevant services?"	<p>"No, tenderers do not have to provide more staff profiles than the minimum required as selection criterion; however, tenderers are not prohibited from providing additional profiles should they wish to.</p> <p>Yes, tenderers can also provide detailed Curriculum Vitae of staff members who have recently joined the tenderers' team if all necessary evidences are available to demonstrate the relevant past experience."</p>
28.	"On page 19 – Supporting information requested for “list of services delivered” (across Senior/Intermediate/Junior Experts): As we have to comply to confidentiality agreements signed with some of our clients, we cannot disclose the “names of the clients”, nor the “client’s contact details” for relevant services outlined in our response (in general, anonymity of the client would need to be maintained). Can you thus please confirm that client specific information should only be provided for services for which tenderers have not executed relevant confidentiality agreements with clients? "	<p>"It is important for the Commission to receive the names of clients and their contact details; we would like to reassure you that the Commission is under an obligation to treat such information as confidential as it is subject to a number of legislative provisions which stipulate how personal data should be processed, this includes Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the community institutions and bodies and on the free movement of such data.</p> <p>Nevertheless it is not for the Commission to assess the applicability of the confidential provisions laid down in contracts signed by the bidders. If a bidder considers it is bound by a confidentiality provisions and cannot</p>

		send the name of the customer and other descriptive information about the contract, the tender document do not constitute a legal basis to breach those pre-existing confidentially contractual requirements. At the same time, the Commission, when assessing the bid, is not bound to take into account a past contract of the bidder for which the Commission does not have received basic description information allowing it to assess the relevance of the contract."
29.	"On page 19 - Section 6.2.4.1.: Many of our experts have been involved in a wide range of projects/services over the past years. To ensure a suitable level of focus, we propose to list only relevant project and client references with regards to this request for services. Is this ok?"	"Yes".
30.	"On page 19 - Section 6.2.4.1.: Evidence A1 requires a list of client contact details for each expert. Due to some client confidentiality issues, clients moving organization and other reasons, we aim to provide a list of relevant services longer than the list of client contact details. Is this ok?"	"Yes; however, we will only consider clients who can be identified and for whom you have provided contact details, as we may contact them to validate your submission."
31.	"On page 20 - Section 6.2.4.2.: Evidence A1 requires references for each of the projects delivered in the last 7 years. Moreover, it states that these references should be accompanied by statements issued by the clients. We propose to supply a list of client contact details and statements by these client references where they are available. Can you confirm that it is ok to provide a client reference, even where it is not accompanied by a specific statement?"	"No, you must provide statements for each client; of course if the statements cover various projects for the same client, then the same statements can be used for various projects."
32.	"On page 21 – § 6.3.1, it is said the note must present and discuss 3 examples of relief measures that have been taken in at least 2 different Member States regarding impaired assets and related liabilities in the context of the BRRD. What do you mean by “in the context of the BRRD”? The bail-in came into force in January 2016 but we are not aware of any BRRD cases since it came into force in Europe. Do you have examples or could you	"As there have been only few cases of impaired asset measures since the BRRD came into force also older measures which took place can be discussed. In such case, the bidder should also explain/discuss if, in its view, such a measure could have taken place after the implementation of the BRRD, or whether the design of the measure should have been different."

	please rephrase the question?"	
33.	"On page 21 – Award Criterion 1: Given your response on 12 May (below for your convenience) with respect to Award Criterion 1 which outlines the requirement to use the same three examples for a description of asset relief measures as well as an explanation of the difference between the concepts of real economic value and market value as presented in the IAC, can you please confirm that we can provide a combination of (i) examples which were in full compliance with the BRRD and which occurred after implementation of the BRRD in the country concerned, and (ii) examples where resolution tools as set out in the BRRD were used (e.g. bridge bank, asset transfer, etc.), but which occurred prior to implementation of the BRRD in the relevant country?"	"Yes, we confirm that you can provide such mix of examples."
34.	"On page 22 – Award Criterion 1: Can you please confirm that the 3 examples requested to explain “the difference between the concept of real economic value and market value” and “the impact on the State aid element included in the impaired asset measure” refer to hypothetical scenarios / examples to illustrate our understanding on the topic."	"No, the examples are not hypothetical. The three examples used to describe asset relief measures should also be used as a basis to explain the difference between the concepts of real economic value and market value as presented in the Impaired Asset Communication. Naturally, as not all information on those cases will be in the public domain, some hypotheses about portfolio composition and / or specific market circumstances influencing your answer can be used."
35.	"On page 22 – Award Criterion 1: For the quality evaluation no 2 (‘Proposed Methodology’) retail properties is referred to as one of the collateral types. Could you please specify whether by retail property, you mean commercial real estate (e.g. shops) or retail-type clients (i.e. residential housing)?"	"Each of the collateral types (hotels, industrial properties and retail properties) refer to the sub-class of commercial real estate. "Retail" therefore should be interpreted as "retail commercial property", such as shops and boutiques, but also supermarkets, shopping malls, DIY outlets, gardening centres, manned petrol stations, etc., etc... It does not refer to residential mortgages."
36.	"On page 26– 7.2: “The tenderer must bear in mind the provisions of the draft FWC”. Can you please clarify whether bidders are expected /allowed to provide comments to the draft FWC?"	"No, the tenderers are not expected to provide comments on the draft FWC. Nevertheless, tenderers are free to comment; however, the Commission reserves the right not to take those comments into account. "

37.	"On page 26 – 7.3: Can you please confirm whether a written verification of compliance with the applicable law per section 7.3 would fulfil relevant tender requirements? It is our understanding that no relevant form has been made available to tenderers."	"We ask the tenderers to fill in the declaration of honour and to fulfil the obligation requested in this document."
38.	"On page 27 – 7.6: As the declaration of honour has references to both Part B and Part C sections of the required structure for response to the RfP (per section 7.6), please confirm whether tenders can provide complete declaration of honour in the Appendix and make relevant references in the core document."	"Yes."
39.	"On page 27 – 7.6: Can you please clarify what the term “technical specifications” would correspond to?"	"The term “technical specifications” corresponds to the Tender specifications section 1 – 4."

Questions and answers on Draft Service Contract

	<i>Question:</i>	<i>Answer:</i>
1.	"In cases where the State Aid assessment would concern an entire or close to entire sector in a certain country: whether being the auditor of any bank involved, would this bar the accounting firm from being selected for the individual work order?"	<p>"As mentioned at pages 6 and 7 of the Framework contract, the verification of the absence of conflicting interest will be carried out in respect of each specific assignment.</p> <p>A conflicting interest shall be deemed to exist in cases where:</p> <ul style="list-style-type: none"> • the contractor has been advising the financial institution involved in a particular assignment on matters related to asset management, resolution mechanism, trading, valuation or pricing within a period of 12 months before the signature of the order form or specific contract. If the assignment concerned only a limited part of the institution it is up to the contracting authority to decide on the existence of a conflicting interest; • the Contractor has been advising the Member State, concerned with the assignment with regard to issues related to impaired asset relief measures within a period of 12

		<p>months before the signature of the order form or specific contract;</p> <ul style="list-style-type: none"> • for other reasons the contractor is not sufficiently independent or is not free of an actual or potential conflicting interest as regards a particular assignment (e.g. because it is working in parallel for the closest competitor of the bank in question). <p>If your example means that your firm acted as an external independent auditor (as opposed to being in charge of internal accounting), then it is unlikely that there will be a conflicting interest; however, as mentioned above each assignment will be considered against the criteria outlined in the FWC to establish whether or not a conflicting interest exists."</p>
2.	"In case that an office is the main tenderer and the rest of the group's affiliates also participate in the tender, should these affiliates be considered as subcontracted? Do they have to present the declaration of honour?"	"If the main tenderer and the affiliates have the same legal personality, this is likely to be deemed as one tender. However, if the main tenderer and the affiliates have separate legal personality, this is likely to be defined as a joint tender under Article II.2 of the FWC (provided that the main tenderer has the intention of working with its affiliates as a group for the purposes of the tender). Tenderers and joint tenderers are expected to complete the declaration of honour."
3.	"In case that other companies need to be contracted to enrich the tenderer's databases of specific national assets, do these companies need to be initially included in the tender or might be subsequently included?"	"If the other companies are not initially included in the tender and the tenderer subcontracts the implementation (or part of it) to those other companies, then the contractor must ask for prior authorisation from the contracting authority (as mentioned in point II.10.1 Subcontracting of the FWC). The subcontractor must provide also a declaration of honour which is signed and dated by an authorised representative, as stated in the Tender Specifications in point 6.1."
4.	" Article I.4.3 (4) : the FWC provides that if the contractor repeatedly refuses to sign specific contracts or repeatedly fails to send them back on time, the contractor may be	"No, a conflicting interest is not considered to be a breach of the tenderer's obligations, particularly as this will be determined before the task is assigned to the

	considered in breach of its obligations under the FWC. We would like to clarify whether this would apply even if we were conflicted from doing the work (e.g. Would a professional conflicting interest be taken as refusal to sign specific contracts in breach of its obligations under the FWC?)."	contractor."
5.	"If the Commission were to request a panel of contractors to work together and produce a common report per Section I.4.3(4) , would such a request always be made prior to an individual Contractor's signing of the specific contract?"	"In most cases yes; however, there might be limited circumstances where a panel of contractors are asked to work together to produce a common report after the Contractor has signed the initial specific contract."
6.	"We understand expenses are not reimbursable per Section I.5.3 . Please can the Commission confirm this is the case?"	"Yes indeed expenses are not reimbursable."
7.	" Article I.10.2 : the FWC provides that the contracting authority acquires fully and irrevocably all pre-existing rights incorporated in the results, unless provided otherwise in a specific contract. As we is a knowledge-based firm, it is important for us to be able to use our pre-existing know-how, methodologies, techniques, models, tools, etc. for work with other clients whilst respecting our confidentiality obligations with the contracting authority. Is the contracting authority able to agree to grant an exception to the above provision if not in the FWC then under specific contracts? We are also willing to license its pre-existing rights to the Union as per Article II.13.2."	"An exception from this derogation to Article II.13.2 is not possible in the FWC. As stated in Article I.10.2 this derogation is applicable unless 'provided otherwise in a specific contract'."
8.	"Per Section II.5.3 , we understand the Contractor will not be required to use the e-PRIOR software system, as there is no reference to this in the Special Conditions. Could the Commission please confirm? "	"Yes, your understanding is correct."
9.	" Article II.6.3 : We would like to clarify liability for any indirect, special, incidental, consequential or punitive damages can be excluded from contractor's liability."	"The wording is the same for all FWCs and cannot be changed; the Commission cannot provide such exclusion."
10.	" Article II.6.5 : we would like to clarify whether the contracting authority can agree to indemnify the contractor from and against all claims, liabilities, losses, damages, costs and	"The contracting authority cannot agree to indemnify the contractor from and against all claims (as specified) in connection with third party claims arising out of the

	expenses in connection with third party claims arising out of the implementation of the FWC."	implementation of the FWC. The provisions in the FWC which concern this matter cannot be changed."
11.	" Article II.15: we would like to clarify that if we are delayed in the performance of our contractual obligations, we will continue to perform our obligations at no additional cost to the contracting authority. Given the nature of the services in the FWC, it is not unreasonable to foresee adjustments in deadlines and schedules. If this is a non-negotiable and liquidated damages must be imposed, we clarify that these damages be subject to a maximum of 5% of the fees for the specific contract and that contractor not be liable for delay caused by acts/omissions of the contracting authority or force majeure."	"The wording of 'II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT FOR SERVICES' including Article II.15 is standard for all FWCs in the Commission and cannot be changed. The contracting party cannot cap liquidated damages; please see Article II.15 to understand how the formula for liquidated damages will be calculated. "
12.	" Article II.16: we would like to clarify that any reduction in price should be subject to a maximum of 5% of the fees for each specific contract."	"The wording of the 'II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT FOR SERVICES' including Article II.16 is standard for all FWCs in the Commission and cannot be changed. The contracting authority cannot agree to a cap in respect of a reduction in price for a specific contract; please see Article II.16."
13.	" Article II.18.4: we would like to clarify that if the FWC or a specific contract is terminated and another contractor is appointed to provide or complete the services, we shall only be liable for the additional costs that the contracting authority incurred in appointing another contractor."	"The wording of the 'II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT FOR SERVICES' including Article II.18.4 is standard for all FWCs in the Commission and cannot be changed."
14.	" Article II.18.4: we would like to clarify that if the FWC or a specific contract is terminated then we are entitled to payment of all its fees for services properly rendered up to the effective date of termination."	"The wording of the 'II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT FOR SERVICES' including Article II.18.4 is standard for all FWC in the Commission and cannot be changed. It is understood though that services properly rendered up to the effective date of termination of the FWC or a specific contract will be paid provided that all conditions and provisions of the FWC and the specific contract are met."

Questions and answers on Declaration of Honour

	<i>Question:</i>	<i>Answer:</i>
1.	"Can you please confirm that with regards to section VI of the declaration of honour ("Evidence upon Request"), tenderers do not have to provide any relevant supporting documents (or evidence) for the purposes of responding to the RfP? It is our understanding that relevant documents (or evidence) might be requested by the EC at a later stage."	"Yes, your understanding is correct."
2.	"Can you please confirm that with regards to section VII of the declaration of honour ("Evidence for Selection"), tenderers only have to provide relevant supporting document (or evidence) as described under section 6.2.2 and 6.2.4 of the Tender Specifications?"	"Yes, your understanding is correct."
3.	"Our firm is part of international professional services network of independent companies. We will participate in the tender process as a sole tenderer with subcontractors. The subcontractors are other local member firms of our network and will (partly) only perform very specific tasks under the assignment. Please confirm that it is sufficient to provide the following information with reference to the "Declaration of honour on exclusion criteria and selection criteria" (the Declaration) under Section VII and Sec. VIII in order to meet the selection criteria:"	
3.1	"Section VII 5 (a, b): Only our firm (the sole tenderer) will answer "yes", will provide the Legal Entity Form (as required under Section 6.2.2 of Tender specifications) and provide evidence (on request) to fulfill the Economic and financial capacity criteria (as required under Sec. 6.2.3 of the Tender specifications); our subcontractors may all answer "N/A" in their respective Declarations."	<p>"In the described situation the tenderer has to submit a cover letter signed by an authorised representative presenting the name of the tenderer and identifying the subcontractors.</p> <p>As mentioned on page 17 (II.2. Roles and responsibilities in the event of a joint tender) in the FWC, the subcontractors must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.</p>

		<p>As tenderer you must provide a signed Legal Entity Form and a declaration of honour with its supporting evidence. As mentioned on page 15 (6.2.1. Declaration of evidence) in the FWC the subcontractors do not have to submit a declaration of honour except if their respective capacity is necessary to fulfil the selection criteria. In that situation, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment; the point VII (a) and (b) of the declaration of honour have then also to be filled in with "yes".</p> <p>It is thus up to you to decide to submit or not the declaration of honour of the subcontractors for a consolidated assessment."</p>
3.2	"Section VII 5 (c): Our firm and all subcontractors will answer "yes" because a consolidated assessment will be made and each subcontractor fulfills the technical and professional criteria applicable to that subcontractor (i.e. in case of a given local member firm / subcontractor: only part of all the criteria detailed under Section 6.2.4. of the Tender specifications)."	"This is correct if you wish a consolidated assessment but then point (a) and (b) have to be filled in by "yes"."
3.3	"Section VII 6 (d): Only our firm (the sole tenderer) will answer "yes" and the subcontractors will each answer "N/A", because a consolidated assessment will be made for compliance with all selection criteria."	"This is correct."
3.4	"Section VIII 7: Our firm answers "yes" and the subcontractors provide no answer (neither "yes", nor "no"), because only our firm (as the sole tenderer) has to confirm that we are able to carry out all of the services required under the task description."	"This is correct."

Questions and answers on the Invitation letter

<i>Question:</i>	<i>Answer:</i>
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1.	<p>"Clause 3: Can you please confirm that the “technical tender” refers to Part A and Part B and Part C and Part D as per page 27 section 7.6 of the Tender Specifications document? Similarly, can you confirm that the “financial tender” refers to Part E as per page 27 section 7.6 of the Tender Specifications document?"</p>	<p>"Yes, your understanding is correct."</p>
2.	<p>"Clause 3: Can you please confirm that the DVD/CD-ROM to be placed in the inner envelop should contain an electronic version of both the:</p> <ul style="list-style-type: none"> • Technical tender • Financial tender " 	<p>"Yes".</p>