

Open Tender Clarifications 3.

European Banking Authority Tender: Procurement Procedure for the Supply of Training Services to the European Banking Authority (EBA) (Lots 1-4)

Date: 12 March 2012

No.	Document Ref.	Questions	EBA Response
1	Contract Notice, Instructions to Tender	Types of training. The RFP covers classroom training and computer training in a classroom. It does not cover computer based training that can be taken at any time at the EBA offices. Can you please clarify if computer based training is required in this capacity?	Computer based training that can be taken at any time at the EBA offices is currently not required.
2		Vendors. The RFP refers to Matlab and SAS. Can you please clarify whether you would require the training provider to cover more vendors than these two?	We will require the training provider to cover only Matlab and SAS.
3		Duration of the training: The requirements state that it is	The EBA does not intend to hold two seminars in the

		<p>expected that each training event will last 2 or 3 days. Can we assume that no two training seminars (e.g. Lot 1 and Lot 2) will be held in the same week/on the same dates. In addition, will it be necessary to repeat introductory information i.e. will those being trained typically attend all 4 courses?</p>	<p>same week or on the same date.</p> <p>The EBA does not expect the same participant to attend courses in all 4 lots. It is also not expected that courses in the 4 lots will have significant common introductory information.</p>
4		<p>Individual contracts: According to the tender, individual contracts will be set up for any training session to be held. Is it possible to agree upon a minimum fee regardless of the number of training events held or alternatively, a fee structure that reflects the costs of preparation of materials (i.e. higher charge for the first course than subsequent events)?</p>	<p>It is not possible to agree a minimum fee regardless of the number of training events held.</p> <p>As stated in Annex I Costing Sheet the preparation or design of materials should be included in Scenario I and Scenario II fixed fees and price per participant.</p> <p>For price per trainer per day, EBA expects the preparation or design of materials to be covered in the number of days needed by the trainer for the preparation of the materials in addition to the number of days required for the delivery of the training event.</p> <p>However, please note that the EBA <u>will not</u> agree to a fee structure where there is a higher charge for the first course than subsequent events.</p>
5		<p>Could you clarify expectations for the Financial Award Criteria</p>	<p>Please refer to Clarifications 2 published on the EBA</p>

		<p>and the Annex I: Costing Sheet, please? Specifically:</p> <ul style="list-style-type: none"> - is P3 (price per participant day) intended to identify the cost (e.g. for venue & catering) of adding participants above 30 to a seminar? or simply (P1/30)? or (P2/30)? - is P4 (price per trainer) intended to identify the daily cost of one of our trainers? e.g. so that this number may be flexed, depending, for example, upon the number of seminar participants? or is it (P1/number of trainers involved in delivery)? 	<p>website:</p> <p>http://eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx to obtain more information about Scenario 1, Scenario 2 and P3 and price per trainer per day.</p> <p>Please note that P3 is not intended to identify the cost of adding participants above 30 to a seminar or P1/30 or P2/30.</p> <p>P4 (price per trainer per day) should not vary depending on the number of participants per seminar. P4 is also not P1/number of trainers involved in delivery.</p> <p>P4 is not linked to either Scenario 1 or price per participant. The price per trainer per day is based on the EBA organising a seminar (costs such as venue, catering, equipment etc, will be borne by the EBA). The EBA will only pay the fees related to the trainer to prepare and deliver the training. Incidental expenses e.g. travel costs, which must be approved by the EBA, will be reimbursed at cost.</p>
6		<p>One of our experts has been member of the Joint Board of Appeal of the three European Supervisory Authorities ESMA-EIOPA-EBA since November 2011. Please confirm whether there is any conflict of interest</p>	<p>Please refer to Article 12 of the Instructions to Tender. Contracts may not be awarded to tenderers who during the procurement procedure are subject to a conflict of interest. Annex II provides examples of situations where a conflict of interest could arise. However</p>

		with the present tender.	please note that it is the responsibility of each tenderer to identify cases of conflict of interest or cases when it could arise. If a tenderer identifies a case of conflict of interest or a case when it could arise, the tenderer may decide to describe the mitigating measures it would put in place to eliminate/minimise the said conflict. In such a case EBA will make an assessment of the situation and be the sole judge as to whether the tenderer is subject to a conflict of interest.
7		One of our experts has been member of EBA's Banking Stakeholders Group. Please confirm whether there is any conflict of interest with the present tender.	Please see the answer to question 6.
8		As for the training venue, do we correctly understand that meaning of „training venues have to be easily accessible“ relates primarily but not exclusively to London? Are there any restrictions for choosing venues in other European cities or outside London?	There are no restrictions for choosing venues in other European cities but for practical and cost reasons for the EBA we currently expect most of the seminars to be based in London but not necessarily in the EBA premises. Please note that in all cases the location of the training events should be easily accessible and close to international airports and international train stations.

9		<p>Draft programme: we understand that EBA will decide the selection of the topics and will prepare a draft programme with key topics for each lot. Should we however still join an indicative programme in our response to the tender?</p>	<p>The selection of topics and the preparation of the draft programme will be a joint effort between the EBA and the training provider. The final programme will need to be approved by the EBA.</p> <p>Tenderers may include an indicative programme in their response.</p>
10		<p>Venue : if the training is hosted at the EBA's premise, could you please be more specific on costs of venue (if any) and available equipments?</p>	<p>Please refer to Clarifications 2 published on the EBA website:</p> <p>http://eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx</p> <p>When the EBA's training facilities will be used, the EBA will not charge the provider for using the EBA training facilities and costs of available equipments. We will pay the provider on a per trainer per day basis for preparing and delivering the training event.</p>
11		<p>Costing sheet (Annex I) / Incidental expenses of the trainer (Travel, hotel and catering cost) : shall we include them in the "price per trainer per day" or will they have a separate treatment?</p>	<p>The incidental expenses such as travel, hotel and catering costs must not be included in the price per trainer per day.</p> <p>These costs will be treated separately.</p>
12		<p>Costing sheet (Annex I) / Scenario 1, Scenario 2 and price per participant :</p>	

		<p>* Could you please confirm whether each of the above fixed fees include or not the cost of the speaker/trainer (and his incidental expenses)?</p> <p>* Could we submit different fixed fees depending on number of seminars contracted (or number of participants if appropriate)?</p>	<p>Yes, fixed fees for scenario 1 and 2 and price per participant include the cost of the speaker/trainer.</p> <p>No, it is <u>not possible</u> to submit different fixed fees depending on number of seminars contracted or number of participants.</p>
13		Should the fee quoted by tendering firms cover the cost of overnight accommodation for the delegates?	The fee quoted by tendering firms must not cover the cost of overnight accommodation for participants/delegates.
14		Scenarios 1 and 2 request a fee on an "all inclusive basis". Given that there are separate sections for the price per trainer per day and the price per participant, should we assume that the term "all inclusive" does not actually include these?	<p>No. Please refer to Clarifications 2 published on the EBA website:</p> <p>http://eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx</p> <p>The term "all inclusive" includes the costs of the trainer and participant.</p>
15		In the costing sheet, scenarios 1 and 2 are for a fixed fee for the design, organisation and delivery of the seminar. Does	<p>Please refer to Clarifications 2 published on the EBA website:</p> <p>http://eba.europa.eu/Aboutus/Procurement/Current-</p>

		<p>the term "delivery" exclude the role of the trainers in terms of the work they do in actually presenting the course to the delegates?</p>	<p>calls-for-tender-60000.aspx</p> <p>The term "delivery" includes the role of the trainers in terms of the work they do in actually presenting the course to the delegates.</p>
16		<p>In scenario 2, is it your expectation that the "computer based training session" will account for the bulk of the seminar?</p>	<p>Please refer to Clarifications 2 published on the EBA website:</p> <p>http://eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx</p> <p>In Scenario 2, the "computer based training session" will be a key part of the seminar.</p>
17		<p>Do you have an expectation that the majority of the courses will be held at the EBA premises? If we are to provide a fee on an all inclusive basis, what assumption should we make about a venue and catering charge where the EBA premises are used?</p>	<p>Please refer to Clarifications 2 published on the EBA website:</p> <p>http://eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx</p> <p>Currently we expect most of the seminars to be based in London but not necessarily in the EBA premises.</p> <p>When the EBA's training facilities will be used, the EBA will not charge the provider for using the EBA training facilities and for catering.</p> <p>When the EBA premises are used, the Price per trainer per day will apply.</p>

18		<p>The venues may be the EBA offices, external locations in London or in member states of the EU. Venue hire will vary according to the location chosen. Do you have a view on the assumptions we should make with regard to the associated costs?</p>	<p>Please note that in all cases the location of the training events should be easily accessible and close to international airports and international train stations.</p> <p>The venue for the training event must be adequately equipped, modern and comfortable with proper AV system.</p> <p>The purpose of Annex I Costing Sheet is to allow the EBA to compare prices from tenderers on a like for like basis, hence the reference to <u>Central London</u>. Annex I will also represent the price list for training ordered through the framework contract.</p> <p>However, if the basis for the price of the training is Scenario I or II and the venue changes from Central London, it may be necessary to adjust the price.</p>
19		<p>Article I.3 Contract Price - Contract charges may be revised upward or downward according to Retail Price Indices - we could not identify the applicable section on the website regarding RPIs, please could you provide further information on how pricing may change in accordance to these rates?</p>	<p>Please see the example of the application of the price revision formula in the answer to question 11 in Clarifications 2.</p>
20		<p>Article II.4 Payments - Please could you confirm whether the EBA requires a financial guarantee for this contract? We are not familiar with this, please could you provide further information if this is a requirement.</p>	<p>No financial guarantees are foreseen for this contract. Please note however a financial guarantee would be required in the event of pre-financing exceeding EUR 150,000.</p>

21		<p><u>Article II.8 Ownership of Intellectual Property Rights -</u> The EBA asks to own all rights in material created for the EBA. Unfortunately we are unable to grant IP rights in materials since these form part of our standard template and are our valuable IP. Please confirm if this clause can be removed from the contract? Could we suggest providing the EBA a licence (with restrictions) to use the materials during the Services?</p>	<p>This clause cannot be removed from the contract.</p> <p>Please note that EBA intends to distribute the training materials to the participants, EBA staff and other colleagues from National Supervisory Authorities.</p> <p>Please kindly note that EBA is an EU agency established by Regulation (EU) 1093/2010 and due to EBA's institutional status as an EU body may be obliged to share information, intellectual property or reports with other third parties, such as, but not restricted to, inter alia the European Commission, the European Court of Auditors, the European Anti Fraud Office, and Members and Observers of the EBA Board of Supervisors.</p>
22		<p><u>Article II. 10. 3 Use, Distribution and Publication of Information</u> - Please confirm that we are not authorising the EBA to use and distribute the content of our course materials ("subject matter")</p>	<p>The EBA intends to distribute the training materials to the participants, EBA staff and other colleagues from National Supervisory Authorities.</p> <p>Please kindly note that EBA is an EU agency established by Regulation (EU) 1093/2010 and due to EBA's institutional status as an EU body may be obliged to share information, intellectual property or reports with other third parties, such as, but not restricted to, inter alia the European Commission, the European Court of Auditors, the European Anti Fraud Office, and Members and Observers of the EBA Board of Supervisors.</p>
23		<p><u>Article II.16 Liquidated damages</u> - Please confirm if this clause can be removed, since we do not usually agree to liquidated damages clauses. Would damages of 0.2% of the</p>	<p>The clause cannot be removed. The EBA may decide to impose liquidated damages should the Contractor fail to perform its obligations under the Contract. The EBA cannot however give a prior opinion on a specific case.</p>

		contract amount/purchase order be payable in the event that the contract is terminated for a reason that is beyond our reasonable control?	
24		Article II.17.3 Audit - We can only provide access rights to our Records relating to the Services where these are required by Regulatory authority and not to the bank on its request, please confirm if this can be amended?	Article II.17 cannot be amended.
25		Article II.18 Cancellation of specific contracts or purchase orders - Please could you clarify the cancellation terms? If the EBA were to cancel a course up until the day before the training it seems that we are unable to seek reimbursement of any expenses that we have incurred prior to this date? If a course is cancelled, it is unlikely that we could re-book these training days at such short notice, and would also incur opportunity costs - please confirm if our cancellation terms can be reviewed and inserted	Different cancellation terms cannot be inserted into the contract. However regarding reimbursement of incurred expenses prior to cancellation please refer to Article I.8. It states that "should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the Services which are the subject of valid Purchase Orders or Specific Contracts before the date termination is notified to become effective ("Termination Date")."

		into the contract?	
26		<p><u>Document: Instructions to Tender for Open Invitation to Tender</u> p14. Regarding: The proof regarding the situations mentioned in points 1, 2, 3, 4, 5, 6 and 9 in the form of a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are satisfied. The extract(s) or equivalent documentation must be the most reasonably available. The EBA will accept a recent certificate issued by the competent authority of the country concerned as satisfactory evidence that the tenderer is not in the situation mentioned in point 8 above. The certificate must be dated less than four months before the final date for submission of tenders.</p> <p>Where no such certificate is issued in the country concerned, it may be replaced by a sworn or a solemn statement made by</p>	The acceptable proof for legal and natural persons and public entities from the United Kingdom is a declaration on oath from a public notary or commissioner for oaths.

		<p>the tenderer before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance. -Please could you please clarify which body or bodies in the UK would provide these requested certificates? We have not had to obtain these previously and are unsure how we could get this information.</p>	
27		<p>Regarding training venues, we were wondering whether it would be acceptable to EBA if we were to use an internal training room at our offices in Canary Wharf rather than select and book an external training venue with a 3rd party?</p>	<p>Internal training rooms at the offices of the tenderer may be acceptable. However please note that in all cases the location of the training events should be easily accessible and close to international airports and international train stations.</p> <p>The venue for the training event must be adequately equipped, modern and comfortable with proper AV system.</p> <p>The purpose of Annex I Costing Sheet is to allow the EBA to compare prices from tenderers on a like for like basis, hence the reference to <u>Central London</u>. Annex I will also represent the price list for training ordered through the framework contract.</p> <p>However, if the basis for the price of the training is Scenario I or II and the venue changes from Central London, it may be necessary to adjust the price.</p> <p>Please note that the final location and venue must be approved by the EBA.</p>

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