

CLARIFICATION No 6
Related to tender No. GSA/OP/09/14 – “General ICT Support”

Question 1:

Concerning section 4.6 of Tender Specifications (Submission), we understand that if the proposal is sent by post mail, it may be sent at any time, not later the date in section 1.2 (15/7/2014), and it may be delivered (reach) at GSA premises later than 15/7, provided it complies with the required evidence of date of dispatch before the deadline. On the contrary, if the proposal is sent by courier, it must be delivered (reach) at GSA premises no later than 15/7/2014, 17:00 CET.

Therefore, a proposal sent by courier before 15/7, 17:00, but delivered at the GSA by (e.g.) the 16/7 will not be admitted.

Please confirm that this understanding is correct.

Answer:

The proposal must be sent either by ordinary mail, by express mail or commercial courier before 23:59 of 15/07/2014. The evidence of the time and date of dispatch is constituted by the postmark or the courier receipt.

If hand-delivered, the deadline is at 17:00 of 15/07/2014: in this case the proof of submission is the receipt signed and dated by the reception desk officer.

Question 2:

Concerning Annex I.I of tender Specifications (Template Financial Offer), we understand that prices in table E - "Offsite backup" are monthly prices (except the column for emergency delivery). Please confirm our understanding is correct.

Answer:

In table E monthly prices must be indicated. For the purpose of the simulation in table G you should calculate the price for 12 months (one calendar year). You can assume the year 2015 if needed for your calculation.

Question 3:

Section 2.3.6 of Tender Specification (subcontracting) foresees that “the tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor”. This statement is not part of the checklist in section 4.5.2, and we understand that the letter of intent from each sub-contractor, enclosed to the cover letter, should be considered as the requested statement. Please confirm our understanding is correct, otherwise please elaborate on the content / template for this statement.

Answer:

In addition to the letter of intent, subcontractors must provide the declaration of honour on exclusion criteria and absence of conflict of interest, accompanied by the supporting documentation for the situations described in a), b), d) and e).

Question 4:

In annex I.I.point G of Tender Specifications (Template Financial Offer relating to the award stage) there is an incomplete sentence enclosed between parenthesis, can you be so kind as to bring us the full text?

Answer:

The last two rows in the table must be read as follows:

Unplanned ICT Support – please provide a total of all hourly rates from Table C and multiply it by TWO (assuming that we might use each of the intervention scenarios from Table C for 2 hours within a year).

Example Software Development Project. Use TOTAL PROJECT PRICE line from table F and multiply by 3 (we expect approximately 3 projects of this size per year).

Question 5:

In article I.4.3. of the framework contract, which concerns payments, it is stated that "The contractor shall submit monthly invoice for payment for the services provided for the preceding quarter accompanied by the relevant approved monthly reports". Shall we understand that the invoice for January cannot be issued till April?

Is there a defined period of time for a monthly report to be either approved or rejected ?

Answer:

The contractor will submit quarterly invoices referred to the previous three months. Monthly reports are to be approved within 10 working days. If GSA does not raise issue in this time frame, they can be considered approved.

Question 6:

There seem to be incongruence between article I.8.1 of the FWC (exploitation) and article III.5 (exploitation) of Annex IV to the FWC (model specific contract) in which is written “not applicable”.

Answer:

“Not Applicable” under Article III.5 (exploitation) of Annex IV to the FWC (model specific contract) means that the provisions of article I.8.1 fully apply, without any addition or exception.

Question 7:

Could you clarify the meaning and actual consequences article I.8.2 of the FWC (pre-existing rights)? It seems too demanding for an ICT support as, for instance, it seems may impede the use of common COTS.

Answer:

The aim of article I.8.2 of the FWC is to guarantee to the GSA the acquisition of all pre-existing rights incorporated in the results, which may be used for the purposes foreseen in article I.8.1.

Question 8:

Could you please confirm that the penalties foreseen in the SLA (Annex I.K of Tender Specifications) and the ones foreseen in article II.12 of the FWC may be applied simultaneously?

Answer:

Please refer to the first paragraph of article I.11 of the FWC.

Question 9:

Concerning the grounds and the effects of termination of the FWC, could you please clarify in which case and under which conditions the GSA may claim for compensations and extra costs? This includes the termination according to circumstances stated in article II.14.1 points d, k and l?

Answer:

GSA may claim compensation according to article II.4.1 of the FWC and according to the provisions of the SLA. The circumstances stated in article II.14.1 of the FWC at points d, k do not foresee any form of compensation and extra costs claim. Point l is not applicable.

Question 10:

Concerning Annex I.D of Tender Specifications (Technical Terms of Reference), it is understood that all travels required for bringing the service will be reimbursed as per GSA rules. Are there any exception or situation where a needed travel will be considered common business and thus not reimbursed?

Answer:

Justified travel is always reimbursed (travel costs shall be included in the invoices).

Question 11

Is it mandatory that working calendars for the persons providing the services on-site for medium or long term assignments are adapted to site calendar?

Answer:

Yes

Question 12:

It is assumed that the GSA will establish a single point of contact for all the services and that the GSA own on-site personnel collaboration may be requested in the scope of interventions for performing simple tasks requiring human intervention, like switching on or off equipment, etc. Is this right?

Answer:

In case of remote interventions the local GSA staff will provide the necessary physical assistance. However, in Prague and Saint-Germain-en-Laye there should almost always be at least one person belonging to the Contractor (Helpdesk operator) and this person should be asked for assistance before the GSA staff whenever possible.

Question 13:

Are there ongoing contracts for support services between the GSA and the manufacturers? Shall they be managed as part of the service? (for instance cisco support or Dell Hw repairs, etc.)

Answer:

We have support and maintenance contracts for hardware and for some software. The helpdesk operator is normally expected to communicate with the companies and request the support.

Question 14:

Concerning Section 3.1.2 of Annex I.D to Tender Specifications (Technical Terms of Reference):

It is understood that the on-call Standby ICT Specialists Service is associated to Tender Specifications' Annex I.I table C hourly rates. As this is part of Basic service an approximately estimation of the amount of effort needed shall be known in advance or at least a basic service limits agreed.

Is there any minimum effort evaluation already available for this service? Will any work ahead of that minimum be billed additionally? Will the contracts set a fixed amount of money for being spend on the service and once the budget is exhausted a new contract will be issued?

Answer:

The main purpose of this service is to repair anomalies and handle unexpected tasks; therefore we cannot estimate a minimum. The costs related to keeping staff available should be included in the Basic service. In addition to this "flat fee" GSA will pay for every hour actually worked.

Question 15:

Is it acceptable to provide a single phone number/mail address for centralising all service requests for a centralised dispatch to the corresponding service responsible, and then return the calls and/or schedule the requested interventions?

Answer:

Yes.

Question 16:

Which is the number of calls per year foreseen? How many remote interventions per year are foreseen? How many on-site interventions per year are foreseen? What are the maximum and average foreseen time an intervention may take?

Answer:

Please see the answer to question 14. Unplanned interventions cannot be estimated. We will do our best together with the contractor to plan as much as possible and minimise the amount of unplanned work.

Question 17:

In Section 3.1.3 of Annex I.D of Tender Specifications (Technical Terms of Reference), the kind of items to buy, the maximum individual value and the required authorisation of GSA in advance of any purchase are stated. Nevertheless, the market scope nor other topics that could imply additional work or issues are not defined.

Our understanding is that goods normally shall be purchased locally, i.e. the ones to be delivered at Prague shall be bought at the Czech Republic, the ones to be delivered in Swanwick shall be bought in England and so on. Is this correct?

Answer:

No, there is no limitation. For example, purchasing and delivery via online shops is fine and even welcome as long as we get a warranty.

Question 18:

It is assumed that all goods shall be bought and delivered inside the European Union, so no handling of import/export is required as part of the service. Is this correct?

Answer:

We would not exclude this possibility; GSA has for example staff working on long-term basis in French Guyana. However, the flexibility of this service allows paying extra fees if justified. By default, the deliveries will be inside the EU.

Question 19:

It is assumed that the scope of this service is not including items subject to ITAR or similar rules nor classified as dangerous and/or requiring special handling and permits (like crypto devices, atomic clocks, etc.). Is this correct?

Answer:

Yes.

Question 20:

It is assumed that all purchases shall be done on behalf of GSA and the VAT exemption shall be always requested, is this right?

Answer:

The Contractor shall buy from the vendor without VAT whenever possible, pay to the vendor and invoice the GSA without VAT. GSA will never pay directly to the vendor; this is the purpose of this contractual service. Whenever the vendor requires the identification and/or registration of the final recipient of the goods, the Contractor shall provide the GSA details. If this is not possible or the VAT must be paid, GSA must be informed before approving the transaction.

Question 21:

It is assumed that acceptance and/or any physical handling of goods is out of the service scope, so all goods shall be delivered directly to their destination and the GSA own personnel will take care of arrival inspections, etc. Is this correct?

Answer:

Yes

Question 22:

Will GSA take care of storing original packaging, documentation, etc. whilst equipment is under warranty? Will GSA be responsible for the correct packaging of goods when shipped for repairs?

Answer:

Yes

Question 23:

Will in any case transport fees be paid by the GSA in the same way as the items or services bought?

Answer:

Yes

Question 24:

It is assumed that products technical selection or assessment is out of the service scope, is that right?

Answer:

By default yes, however further assistance may be requested.

Question 25:

Already existing equipment repairs shall be included in the scope of the service?

Answer:

The contractor may be requested to purchase an equipment repair intervention or other service, not only physical goods.

Question 26:

Is there an inventory of equipment already available or will it be available together with the specific contract request?

Answer:

This is not relevant to the service. We do not see a link to the requested service.

Question 27:

Is there a foreseen number of items purchased per year?

Answer:

No, in the current practice these requests are not frequent, in average one per month.

Question 28:

The administrative handling of the purchase process does not involve any responsibility regarding the items or services bought, in particular in the case of warranty denials, refunds or any other issue derived from the process. Is this assumption right?

Answer:

Yes, it is right.

Question 29:

Concerning Annex I.D of Tender Specifications (Technical Terms of Reference), Section 3.2 in the part stating that “the contractor must be able to provide persons with the following profiles ...”:
Could we assume that a direct relationship between persons and profiles is not requested and that the request is for knowledge instead? Can one person cover more than one profile and/or can one profile be covered by more than one person?

Answer:

One person may cover more profiles.
One profile cannot be covered by more than one person.

Question 30:

Concerning Section 3.5 of Annex I.D (Technical Terms of Reference):

It is stated the potential number of picks per week as well as the places at which the media shall be collected. Only mention of media return is for immediate response in case of emergency.

We understand that it should be assumed that a routine media return is also requested, is this true? How will be it managed? How many versions shall be simultaneously stored (son, father, grand-father)?

Answer:

The “pick-up” operation shall include media return. The driver always brings the previous media and collects a new set of media. So, only one “version” is stored offsite.

Question 31:

Are there any additional requirements about the storage of tapes? How many kilometres shall be the warehouse away from the GSA sites?

Are there any additional requirements for the pick and delivery? The pick, delivery and transport shall be done by security guards? If yes, must they be armed?

Answer:

No special requirements. The details of the service shall be described in the offer and will be assessed as part of the quality evaluation (Line 11 in Annex I.H - Table for Qualitative Evaluation relating to the Award Stage)

Question 32:

Concerning criteria 6 and 7 of Annex I.H of Tender Specifications (Table for Qualitative Evaluation relating to the Award Stage):

We notice that it the methodology used for performing audits is requested, whilst no one of the profiles requested is an auditor.

Which kind of audits may be provided? Against which standards or legal requirements? Which specialist profiles should be in charge of the audits?

Is any auditing specialisation and certification (like CISA) required?

In the scope of which service shall the audits be executed?

How the audits will be ordered, at which places and how many per year?

Answer:

These are not formal audits. We are talking about “audits or health checks” in the sense of review, verification and validation of settings, extraction and analysis of information from event logs. This service shall be provided by the specialists in the relevant technology or under the general “IT Security Specialist” profile.

A health check will be carried out by an expert in the relevant field, will utilise appropriate tools and their personal experience in assessing the health of the system analysed. They should produce a gap analysis between the system analysed and a healthy system and finally help draw up an action plan to get the system to a healthy state.

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