



Clarification Note #5

GSA internal reference: 220479

Procurement procedure: GSA/OP/21/15 – EGNOS V3 Site Surveys

Question #26: Please clarify in which part of the offer the annexes of the Tender Specification should be included namely: (B) the Administrative File; (C) the Technical Offer; or (D) the Financial Offer.

Answer:

Document Name	To be included in File:
Annex I.1 – Identification Sheet of the Tenderer	(B) the Administrative File
Annex I.2 – Legal Entity Form (inc. evidence of registration)	(B) the Administrative File
Annex I.3 – Financial Identification Form	(B) the Administrative File
Annex I.4 – Declaration of Honour	(B) the Administrative File
Annex I.5 – Financial and Economic Capacity (inc. Annual Accounts)	(B) the Administrative File
Statement of overall turnover relating to last 3 years	(B) the Administrative File
Annex I.6 – Subcontractor's letter of intent	(B) the Administrative File
Presentation of the Tenderer's internal organisational structure	(C) the Technical Offer
CV of Experts	(C) the Technical Offer
List and Description of similar services/contracts	(C) the Technical Offer
Statement of compliance with environmental, social and labour law	(B) the Administrative File



Question #27: Regarding Framework Draft Contract (ITT Annex II) Article I.4.2, to which clause does Article 1.4.2 refer (reference error)?

Answer: See answer to question #12 already published in Clarification Note 3.

Question #28: Regarding Framework Draft Contract (ITT Annex II) Article II.10.3, there is a reference regarding use of pre-existing rights to Article I.8.1, but Article I.8.1 just rules that the contract shall be governed by Belgium law. Could GSA please give a more specific information (reference)?

Answer: There is typo - the correct reference is II.10.4.

Question #29: Regarding Framework Draft Contract (ITT Annex II) Article II.12, does GSA indeed request 30 % of the purchase value for each day of delay? That means after 3 days of delay 90 % of the purchase price is requested?

Answer: The formula presented in Article II.12 does not imply that 30% of the purchase price will be requested for each day of delay. The formula takes into account factors that will vary for each specific contract, therefore the proportion of liquidated damages will vary accordingly.

Question #30: Regarding Framework Draft Contract (ITT Annex II) Article II.15.6, it refers to Article I.4, which does not seem to provide the indicated information, including the specification of (payment) periods. Could you GSA please give the appropriate information (reference)?

Answer: Correct reference is to Article I.5.

Question #31: Regarding Framework Draft Contract (ITT Annex II) Article II.15.8, Article II.15.8 is referring to Article I.4, which does not seem to provide the indicated information, including the specification of (payment) periods. Could you GSA please give the appropriate information (reference)?

Answer: See answer to question #30 above.

Question #32: Regarding Framework Draft Contract (ITT Annex II) Article II.16.4, Article II.16.4 lit (d) and (e) for flat-rates of daily subsistence and for flat-rate ceilings of accommodation are referring to Article I.3, which however does not specify such information. Could GSA please give the appropriate information (reference)?

Answer: Article I.3.4. states that no travel, subsistence nor accommodation expenses will be reimbursed. All costs shall be priced by the Tenderers in their daily rates provided in Annex I.8 – Model Financial Offer.

Question #33: Regarding Framework Draft Contract (ITT Annex II) Article II.17.3, Article II.17.3 refers to a financial guarantee, where provided for in Article I.4. However Article I.4 does not seem to give relevant information. Could you GSA please give the appropriate information (reference)?

Answer: No financial guarantee is required under this contract.



Clarification #34: Within the delivery of [DEL-1] “Site Data Collection Report”, the Contractor shall also deliver on DVDs or USB keys the raw data collected during the interference measurements performed on site and which will serve as an input to the Task#2 (if confirmed).

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