



Clarification Note No. 4

Procurement procedure: GSA/OP/05/20 – SUPPORT SERVICES FOR THE EU SPACE PROGRAMME
(WFID: 262527)

Question #85

Reference: Annex I – Tender Specifications, Section 4.7 - Submission

Question: We plan to use a qualified electronic signature to sign the forms and statements required as part of the proposal and submit our proposal in electronic form only. This will mean that merging those documents as one file with the rest of the Administrative, Technical or Financial proposal might be (nearly) impossible. Can we submit such documents as separate files if we indicate their content very clearly in the file name?

Answer: Yes, the proposed approach is in fact preferred (while neither exclusive nor impacting on the tender evaluation).

Question #86

Reference: Tender Specifications, Section 4.6.2 - Technical proposal (ENVELOPE/FOLDER 2)

Question: As part of the **Technical proposal** we are asked to provide “all evidence relating to the selection criteria in section 3.2 “. However, we are also requested to provide all evidence related to selection criteria in section 3.2.1 and 3.2.3 and as part of the **Administrative file** (point 8 in section 4.6.1). Also, the financial statements required as evidence for the financial selection criteria in section 3.2.2 are supposed to be provided in the Administrative file (point 7 in section 4.6.1). Does this mean that we need to include the evidence related to the selection criteria in the Administrative and Technical file or only in one of them? If only one, which one is the correct one?

Answer: Please provide the required evidence in each of the files as indicated.

Question #87

Reference: Annex I.9 - Lot 9 - TTOR and Simulation Exercise, Section 7 - Qualitative award criteria for Lot 9, last point of Q1, table 2

Question: This award criterion reads: “In case of deviations from the FTE-estimates provided in table 1 of section 1, credibility of the underlying reasoning in view of achieving high quality services.” Section 1 of the same document is the ‘Overview’ which does not include any table. Do you perhaps refer to table 1 in section 2.3 of the same document?

Answer: Indeed, the reference to table 1 should be read as under section 2.3 - Mapping and general requirements of the Simulation Exercise Tasks.

Question #88

Reference: Annex I.9 - Lot 9 - TTOR and Simulation Exercise, Section 7 - Qualitative award criteria for Lot 9, last point of Q2, table 2

Question: This award criterion reads: “In case of deviations from the FTE-estimates provided in table 1 of section 1, credibility of the underlying reasoning in view of achieving high quality services.” Section 1 of the same document is the ‘Overview’ which does not include any table. Do you perhaps refer to table 1 in section 2.3 of the same document?

Answer: The assumption is correct – please see Question & Answer #91, clarification note #3.

Question #89

Reference: Annex I.9 - Lot 9 - TTOR and Simulation Exercise, Section 2.1 - General rules and requirements for the Simulation Exercise

Question: This section reads: “For each of the task, the tenderers shall provide a description as indicated in the section of each activity of the respective task. The formatting of the input shall always be provided using Arial 11 pt, 1.5 spaced with 2 (two) cm left, right, top and bottom distance. “ Does the formatting requirement apply only to this subsection in the bidder’s proposal under “approach and methodology of the simulation exercise” (Q1) or to the whole Technical proposal?

Answer: The formatting requirement is limited to the description of the tasks.

Question #90

Reference: Annex I.9 - Lot 9 - TTOR and Simulation Exercise, Section 7 - Qualitative award criteria for Lot 9, last point of Q1, table 2, Section 6 - Additional requirements for content of the tender

Question: One of the award sub-criteria is called “quality of deliverables provided with the tender”. The wording of this sub-criterion indicates that some deliverables are required to be provided with the tender already. What deliverables are to be provided with the tender?

Answer: This criterion relates to the tenderer’s methods and organisation to provide the deliverables which will be provided by the winner as part of its activities under the contract.

Question #91

Reference: Annex I – Tender Specifications, Section 4.7 - Submission

Question: Taking into account the Covid restrictions and smart working conditions the industry is operating under can GSA accept an electronic submission instead of a paper copy? The electronic submission will also enable the possibility to use a digital signature to avoid the use of carriers to exchange signed originals between the partners.

Answer: Please refer to the details for submission of the tender under the referenced section of Annex I. While possible with electronic media, the submission itself has to be by physical means. In case electronic signature is used, it needs to be with a qualified electronic signature (QES) of the Tenderer as further detailed in the referenced section.

If the undersigning entity has no QES is available, tenderers are requested to submit the Declaration of Honour (Annex I.B), the NDU (Annex I.G), the SAL (Annex II.VI), and the Statement of Applicability of the SAL (Annex I.H) as duly signed and completed paper originals by the respective entity having to submit the document.

Question #92

Reference: Annex I – Tender Specifications, Section 4.6.2 - Technical Proposal (Envelope/Folder 2)

Question: In the Tender Conditions document section 4.6.2 Technical Proposal envelope it is stated: Each tender shall include an administrative file, containing...Is it correct to assume the wording should be: Each tender shall include Technical offer?

Answer: The understanding is correct – the technical offer shall be included in Envelope/Folder 2.

Question #93

Reference: Annex I – Tender Specifications, Section 4.6.2 - Technical Proposal (Envelope/Folder 2) – Table 10

Question: The table under section 4.6.2 Technical Envelope is presenting the content of the Technical envelope. In the row (1) of the table there are 3 bullets.

On the third bullet it is stated: All evidence relating to the selection criteria in section 3.2 above. It is not clear if this is a repetition of what has been indicated in the Administrative Proposal. Can you please clarify.

Moreover, in the table there is no correlation or indication of the Simulation exercise. Can you please clarify the content of the Technical proposal and how this should be structured?

Answer: For the first part of the question, please refer to question and answer #90.

Without prejudice to the content required according to the bullets described in element (1) of Table 10 of Annex I, the element further requires the technical proposal to include “One section per each award criterion, subdivided into subsections per subcriteria. [further details provided]”. For the award criteria and subcriteria please refer to the respective sections in the individual Annex I.# - Lot # - TTOR and Simulation Exercise (#= 1 to 11).



Question #94

Reference: Annex I – Tender Specifications, Section 1.7 - Procurement Schedule

Question: We kindly request 2 additional weeks of extension of the submission date.

Answer: Please refer to corrigendum no. 4.

Question #95

Reference: Annex I to Invitation to Tender, Section 3.2.3 - Technical and professional capacity

Question: Within Section 3.2.3 “Technical and professional capacity”, the heading of Table 6 – Technical and professional capacity selection criteria” states the following: “Tenderers applying as consortium or relying on subcontractors for capacity criteria MUST clearly indicate the relevant consortium member or subcontractor in the evidence for each task”. Does it mean that, in case the tenderer applies as a consortium, it must specify which consortium member has performed each of the relevant experiences provided to meet criteria T.1 and T.2?

Answer: Yes.

Question #96

Reference: Annex I.10 - Lot 10 - TTOR and Simulation Exercise, Qualitative Section 2 - Objectives of the simulation exercise

Question: Within Section 2.2 “Objectives of the simulation exercise”, it is stated the following: “The tenderers shall demonstrate how they intend to carry out this Task, highlighting team organisation, best practices, methodologies, criticalities for the completion of the task, template documentation of relevant reports, number and typology of core consultant(s) involved, intended provision of on site and remote activities, training of proposed personnel etc.”.

Could you please specify for which “relevant reports” the tenderer is expected to provide template documentation in the technical offer?

Answer: Reports are marked as deliverables throughout the described Tasks of this lot. Tenderers are invited to make their own selection of reports which they consider relevant for providing templates as part of their tender.

Question #97

Reference: Annex I.10 - Lot 10 - TTOR and Simulation Exercise, Qualitative award criteria for Lot 10, table 2



Question: Within Section 11. “Qualitative award criteria for Lot 10”, Table 2, Q.1, one of the mentioned sub-criterion is the following: “quality of deliverables provided with the tender”.

Can you confirm that, with reference to this sub-criterion, the Agency will evaluate the approach and methodology proposed by the tenderer to ensure the quality of deliverables during the execution of the contract? Or rather the “quality of deliverables” is referred to the quality of the templates provided within the technical offer?

Answer: Please refer to clarification note #3, question and answer #43.

Question #98

Reference: Annex I to Invitation to Tender, Section 1.5 - Change of incumbent contractor

Question: We kindly ask the Agency to provide the following clarifications:

- In case of awarding of a certain lot, could you please confirm if the tenderer is obliged to take over current incumbent professionals?
- If so, could you please provide information concerning the costs related to such professionals? This would be necessary in order to ensure that all tenderers (including both incumbent contractor and other tenderers) have the same information to support the definition of the pricing in the economic offer.

Answer: Please refer to clarification note #2, question and answer #18.

Question #99

Reference: Articles I.3.4, I.3.10, and I.14 draft Contract.

Question: We would like to ask for clarification of the Article 1.3.4. What is the period under a liquidation damages in case of a) and b)? The formulation also does not clearly state whether the second Contractor does have a similar deadline or not; or whether the services shall be provided only by one Contractor or the delivery can be a combination of first and second Contractor’s sources.

Answer: The relevant deadline which may trigger liquidated damages is the lapse of the time limit for submission of a complete offer according to Article I.3.6 (ii) following the request for services. Accordingly, it is based on the same provision for both contractors. The periods mentioned under Article I.3.4 draft Contract are only for determining if a case for approaching the second ranked contractor applies. Article I.3.4 draft Contract is always subject to a specific request for services. If the second ranked contractor was awarded a specific contract for a request of services subject to this provision, the next request of services may again be addressed to the first ranked contractor who may be awarded the next specific contract, provided, the conditions under Article I.3.4 draft Contract are not again fulfilled.

Question #100

Reference: Articles I.3.10, and I.14 draft Contract.

Question: Do we understand it correctly that the penalty in the Article I.3.10 is a duplication to the Article I.14?

Answer: No, Article I.3.10 draft Contract is a specific case of Article I.14, with a pre-defined amount of liquidated damages and calculation method, while otherwise Article I.14 draft Contract continues to apply accordingly for the case addressed by Article I.3.10.

Question #101

Reference: Articles I.9, II.5.1 and II.8.3 draft Contract.

Question:

We would like to clarify our understanding of the Article I.9. Does the wording mean that there can be other controller than GSA, e.g. European Commission.

Answer: It is currently expected that the GSA will be the Data Controller. However, for the Lots subject to interinstitutional procurement (Lots 4, 6, 10 and 11), a Joint Controller situation with the European Commission may be established. Also, in case of assignment to the European Commission according to Article II.8.3 draft Contract, it may become the Data Controller.

Question #102

Reference: Article I.13.1 draft Contract.

Question: Regarding the Article I.13.1, Foreground IPR and Other Results – can European Union acquire the rights under the Contract, or the European Commission is mentioned here?

Answer: Please refer to Corrigendum No.3.

Question #103

Reference: Annex I to Invitation to Tender, section 2.2.10.2 - Mandatory subcontracting

Question: I would like to inquire with you concerning the publicly available tendering documents for GSA/OP/05/20:

(found in the link: <https://www.gsa.europa.eu/support-services-eu-space-programme-0>)

Are the documents for this tender also available in other languages (ready for download and/or upon request), specifically in Hungarian and Romanian?

Answer: No, the documents are only available in English and cannot be made available in other languages.

Question #104

Reference: Annex I to Invitation to Tender, section 2.2.10.2 - Subcontracting

Question: The fourth paragraph of section 2.2.10.2 of the Tender Specifications (page 26) states that:

*“Given the fact that the Contracting Authority cannot assume and/or guarantee that the full budget available under the FWC will be consumed, the percentage of subcontracting will be calculated as the percentage from the actually requested services under the FWC and not as a percentage from the maximum nominal volume of the FWC. In order to ensure that the proposed percentage of subcontracting will be achieved, **such subcontracting shall be done at the level of each individual specific contract concluded under the respective FWC.**”*

Should we understand the highlighted requirement (in bold) as such that (1) the contractor should hold a competitive tender for each specific contract (perhaps selecting new subcontractors) or that (2) only the scope and value of the subcontractors performance shall be calculated with respect to the individual specific contract?

Answer: If the required subcontracting quota for a specific contract can be achieved with the subcontractor preselected in competition, the requirement is fulfilled. If not, additional competitive tendering needs to be performed for achieving the percentage. The subcontractor selected in this way may again be used for other subcontracts under the FWC in order to achieve their quota.

Question #105

Reference: Annex I to Invitation to Tender, section 2.2.10.2 - Subcontracting

Question: The fifth paragraph of section 2.2.10.2 of the Tender Specifications (page 26) states that:

*“A proof of competitive subcontracting tender(s), including thorough visibility of technical and financial offer of subcontracted entities outside the Tenderer’s group (envisaged subcontractors) shall be provided together with the tender. If the Tenderer does not manage to complete the competitive tender(s) required by the time of tender submission, **it shall submit a signed undertaking presenting credible tendering plan it [sic] intends to carry out.**”*

Could the contracting authority please elaborate on how detailed such a “credible tendering plan” should be? Would a signed commitment to follow all principles indicated above suffice?



Answer: A signed commitment would not suffice in lack of a plan. A “credible tendering plan” should describe how the tenderer intends to fulfil the principles, i.e. the tendering process, which should, without limitation, include the method of approaching candidates, the process of assessment of capacity requirements and quality evaluation and methodology of contract award.

Question #106

Reference: Annex I to Invitation to Tender, section 2.2.10.2 - Subcontracting

Question: In the case the proof of competitive subcontracting is deemed insufficient by the contracting authority, will the tenderers be allowed to remedy it by presenting a tendering plan on the contracting authority’s request?

Answer: Yes. In this case the tenderer will be allowed to remedy it by representing a tendering plan on the contracting authority’s request.

Question #107

Reference: Annex I to Invitation to Tender, section 1.1 Context of the tender - European GNSS Agency and GNSS Programmes, Article I.10.1 and Article I.13.1 draft Contract

Question: In section 1.1 of the Tender Specifications (page 4) it is mentioned that the European Commission has also a need to procure services as defined under Lots 4, 6, 10 and 11, hence both authorities (EC and GSA) will act as contracting authorities on these lots “putting them in the position to both and independently award specific contracts”. Does this stipulation mean that based on the awarded framework contract each of these authorities is entitled to request services for their individual needs (if the specific contracts are to be awarded separately), or the contracting authorities may decide that there could actually be a joint award of the specific contract (i.e. to the benefit of both contracting authorities)?

In addition, how will the liability cap (sec. I. 10.1 FWC) be calculated for such lots? Will the successful tenderer be responsible to each of the authorities up to the amount foreseen in the FWC, or will the amount of cap become split between the authorities? Also, which authority will then be in the position to receive/acquire the IPRs?

Answer: The GSA and the Commission are entitled to request services under the FWC. Both authorities will be responsible for their specific contracts and therefore sign their own specific contracts with the Contractor. There will not be a joint award of a specific contract.

Liability is limited to 50% of the maximum amount of this FWC overall. The contractor’s liability resulting from each specific contract regardless, if with the GSA or the Commission, will be counted against this total maximum amount.

Regarding the IPRs, please refer to Article I.13 of the draft Contract.

Question #108

Reference: Annex I to Invitation to Tender, section 2.1.11 - File management

Question: In section 2.1.11 of the Tender Specifications it is mentioned that the contractor is responsible for the file management and shall ensure periodic (not less than once a month) transfer to the contracting authority. Could the contracting authority please specify which files are included in this provision? Does it also concern deliverables (work in progress) or materials that were provided by the contracting authority, but the Contractor needs them to accomplish the performance under the contract?

Answer: Concerned are deliverables, including in the condition at the stage of the transfer (i.e. also work in progress at its current stage). Material provided by the Contracting authority is not required to be transferred as long as still required to implement the tasks in question.

Question #109

Reference: Annex I to Invitation to Tender, section 2.2.9 - Industrial organisation of the Tender

Question: Could the contracting authority please further clarify what is understood by the term “Core Team” in section 2.2.9 of the Tender Specifications?

In addition, could the contracting authority please confirm our understanding that there will be an exception to the rule of “prior written approval” for a personnel change in the core-team in situations where such a change could not reasonably be notified in advance due to objective reasons (accident, death)?

Answer: The Core Team of the tenderer’s industrial organization according to section 2.2.9 of the Tender Specification consists of all economic operators that are essential in order for the tenderer to meet the selection criteria, including consortium members and subcontractors, if necessary. Every change of the composition of the Core Team (namely of a consortium member or a subcontractor, who are essential in order to meet the selection criteria) needs a prior authorisation by the contracting authority.

Regarding the change of consultant/s from the core-team, proposed for handling the tasks defined by the Contracting Authority, see the provisions of the FWC.

Question #110

Reference: Annex I to Invitation to Tender, section 3.2.1 - Legal and regulatory capacity applicable – L5

Question: Concerning criterion L5 under section 3.2.1 of the Tender Specifications, third column point 2. lit. b) – the Contracting authority requests the tenderer to evidence that it respects the conflict of interest applicable to legal profession. Could the contracting authority please indicate why the legal profession is referenced and which legal profession would be applicable in this respect? (There are for example different rules applicable to judges, attorneys, etc.)



Answer: Legal profession applicable to the tenderer relates to general professional regulations applicable to the Tenderer.

Question #111

Reference: Annex I to Invitation to Tender, section 3.2.1 - L8. criterion

Question: If a proposed resource does not have an active security clearance at the time of submission but the clearance request has been submitted to the respective local security agency, does the declaration of the 'clearance in progress' need to be (1) signed by each applicant or (2) a consolidated list signed by the local security officer?

In addition, is there a pre-defined template for such a declaration or is the contractor free to choose its own template?

Answer: If the proposed Consultant does not have the PSC at the moment of submission of the offer, the tenderer will comply with the selection criterion L8 only if the Consultant presents the PSC 14 (fourteen) days after Agency's notification of the award decision to the tenderer. A consolidated list signed by the local security officer fulfills the requirements of the declaration. A template is not provided.

Question #112

Reference: Annex I to Invitation to Tender, section 4.6.2 - Technical Proposal

Question: Could the contracting authority please confirm that the CVs should be submitted in the envelope of the Technical Offer?

Answer: Yes.

Question #113

Reference: Annex I.10 – Lot 10 - TTOR and Simulation Exercise

Question: Does the contracting authority expect that all roles provided to GSA will perform work on-site based on the specified location or would it also accept that work of certain roles can be done in a purely virtual environment?

Answer: The place of performance and missions are indicated in the Table 1 in the Annex I.10. The contracting authority expects that all roles indicated with a place of performance should perform work on-site based on the specific location mentioned in Table 1. This continues to be the working assumption for the tender, notwithstanding adjustments which may be mandatory due to the COVID pandemic on a case-by-case basis.

Question #114

Reference: Annex I.10 – Lot 10 - TTOR and Simulation Exercise - Chapter 2.4 – Table 1

Question: How often should missions for specific tasks be performed? If in Table 1 it is for example specified that “1x 1-day missions” are expected in Fucino, does this mean per week, per month, per year or does it refer to another measure altogether?

In addition, are these missions considered as an on-site visit?

Answer: The frequency is to be considered on an annual basis, i.e. 1 mission of one day duration in 1 year on average. Missions are usually meant to get in touch with colleagues deployed in other locations in order to address issues not easily solved remotely

Question #115

Reference: Annex I.10 – Lot 10 - TTOR and Simulation Exercise, section 2.4 - Description of the Simulation Exercise Tasks

Question: What kind of seniority mix does the contracting authority expect to see for specific tasks? If current effort is handled by F2 level, does the contracting authority expect that an increased effort will be handled only with resources with the same seniority or is the supplier able to offer a team with mixed seniority levels?

Answer: The information given about the current effort is merely indicative and not meant to take the place of the tenderers’ assessment of the scope and characteristics of the simulation exercise and relevant substantiated offer. While continuity of services is of the essence, tenderers, are requested to make their own assessment on the level of effort required for the delivery of the services constituting the subject matter of this lot in quality and time and at a competitive price, based on the task descriptions in Annex I and the Tasks in this document. Accordingly, the bidder must decide whether to offer mixed seniority level.

Question #116

Reference: Annex I.10 – Lot 10 - TTOR and Simulation Exercise, section 2.7 - Lot 10 – Task 7: Assets management

Question: Could the contracting authority please explain in more detail what kind of tasks and work it expects the contractor to perform in Task 7 (Asset management) of Lot 10? What kind of expertise does it expect from the resource?

Answer: the activities are related to:

- the review of the assets inventory (both tangible and intangible) provided by the contractors providing feedbacks on the completeness of information as per contractual obligation

- the review of the assets inventory (both tangible and intangible) Write Off requests (WO) provided by the contractors providing feedbacks on the completeness of information as per contractual obligation
- participate to assets inspection in the contractor's premises, preparing and approving inspections reports
- interface and support the EC to provide the information required related to the inventories/inspections/WO reviewed and assessed previously

Question #117

Reference: Annex I.10 - Lot 10 - TTOR and Simulation Exercise, section 2.8 – Lot 10 – Task 8: Configuration and document management

Question: Could the contracting authority please provide further information regarding EUSPA CADM?

Answer: The consultants engaged in EUSPA CADM (Configuration and Documentation Management) will deal with the implementation of task 8 of Lot 10. EUSPA CADM team is part of the Product Assurance and Configuration Management Team (PA/CCM) which also implements PA/QA & RAMS, Infrastructure configuration control and review management functions.

Question #118

Reference: Annex I.10 - Lot 10 - TTOR and Simulation Exercise - Chapter 2.8 Task 8 – Lot 10 – Task 8: Configuration and document management

Question: Concerning the Configuration Management (Lot 10), could the contracting authority please confirm that with RUE documentation, it refers solely to EUCI RESTRICTED EU?

Answer: Yes, RESTREINT UE/EU RESTRICTED.

Question #119

Reference: Annex I.x – Lot x - TTOR and Simulation Exercise (#=1 to 11) – Table 1 – FWC Unit Price

Question: In Annex I.x there are tables for matching tasks, requirements and FTE estimations. If, for example, a table indicates that 4 FTE are located in Prague and 3 FTE at GSMC-SPAIN, from the relevant notes we understand that the Standard Place of Performance of the above listed consultants as defined in the FWC contract and indicated by the Specific Contract will be Prague for 4 consultants and Madrid for 3 consultants. Does this mean that for all the above consultants the applicable daily rates shall be those indicated in Table 2 of the relevant financial table I.F.x independently from the fact that 4 of them are located in Prague and 3 in Madrid?

Answer: The Standard Place of Performance of Tasks will be finally defined in the terms of reference of the applicable specific contract. The indicated location in the "Table 1 – FWC Unit Price" in Annex I.x to the Invitation to Tender is the main location for provision of services. Therefore, the All-inclusive



daily rates according to “Table 1 – FWC Unit Price” of the Financial Table in Annex I.F shall apply in the example submitted with the question, for the locations identified in Table 1, and the single daily rates in “Table 2 – single daily rates” for the locations, other than ones indicated in Table 1 (if there will be such).

Question #120

Reference: Annex I.x – Lot x - TTOR and Simulation Exercise (#=1 to 11) – Table 1 – FWC Unit Price

Question: As a consequence of the above question [Question #119] it is understood that Tables 1.1, 1.2 and 1.3 of financial table I.F.x are applicable only if the Contracting Authority will ask a consultant to move from the Standard Place of Performance (e.g. Prague) to another location. Is that correct?

Answer: Tables 1.1 and 1.2 are applicable for provision of services from the Standard Places of Performance indicated therein. If the “move” mentioned in the question refers to a mission, it depends, whether the place of the mission is mentioned in the Table 1.3 of the Financial Table in Annex I.F. If the destination is mentioned in Table 1.3 of the Financial Table in Annex I.F, the rates according to this table shall apply. If the destination is not mentioned in Table 1.3 of the Financial Table of the Annex I.F, the rates according to Table 2 shall apply.

Question #121

Reference: Annex I.x – Lot x - TTOR and Simulation Exercise (#=1 to 11) – Table 1 – FWC Unit Price

Question: In Annex I.x there are tables for matching tasks, requirements and FTE estimations. In the table there is an estimation of the relevant missions to be taken into account. The destination of the missions in the table are in general different and more, in number, than the destinations included in Tables 1.1, 1.2 and 1.3 of financial table I.F.x. In reading Article I.4 of the FWC Contract we understand that:

- a. In case of foreseen missions in destinations included in Tables 1.1, 1.2 and 1.3 of financial table I.F.x. the relevant price shall be automatically derived from Table 3 of financial table I.F.x. when filling the relevant fields (number of missions, number of days);
- b. In case of foreseen missions outside destinations included in Tables 1.1, 1.2 and 1.3 of financial table I.F.x. the mission price shall be composed of the daily price as indicated in Table 2 of the relevant financial table I.F.x plus a cost reimbursement element including daily subsistence allowance and accommodation incurred for the performance of tasks at the Mission destination, and travel costs. In this case the mission price will not be evident in Table 3 of financial table I.F.x.

Answer to a.: Yes, that is correct.

Answer to b.: In this case, only the daily rate will appear in Table 3.



Question #122

Reference: Article I.3.1 draft Contract

Question: The draft contract uses the term „Present Contract“. We assume that this term is used synonymously for “Framework Contract”. Can you please confirm?

Answer: Yes, the understanding is confirmed.

Question #123

Reference: Article II.1 and Articles II.9, II.11, and II.12. draft Contract

Question: Will effects caused by the current Covid-19 pandemic be considered as Force Majeure according to the Framework Contract?

Answer: The Covid-19 pandemic may be summarised under the force majeure definition provided in Article II.1 draft Contract, however notwithstanding the further elements of the definition which still need to be fulfilled for application of the contractual provisions under Articles. II.9, II.11, and II.12 draft Contract, in particular, without limitation, the requirement, that the event has to also concretely prevent a party to the Contract from fulfilling any of their obligations under the FWC.

Question #124

Reference: Annex I – Tender Specifications, Section 2.1.5 - Simulation Exercise, Section 3.4.2 - General

Question: The selection process is also based on the price for the first year according to the simulation exercise. Will the price for the potential following years be defined by this simulation exercise as well or can it be adapted by GSA if needed? Is inflation for the following years covered in the overall price for each lot?

Answer: Due to the nature of Contracting Authorities’ activities and their evolving character, the Simulation Exercises are indicative and will be used mainly for evaluation purposes. Nevertheless, should at the time of placing a specific contract the assumptions, terms and conditions according to which a scenario has been developed not be subject to changes, the Tenderer’s offer for the scenario shall be considered binding and enforceable. For further details, please refer to the above referenced section of Annex I.

As for the question regarding inflation, the prices submitted with the tender are firm and fixed throughout the duration of the Contract and not subject to adjustment.

Question #125

Reference: Article I.6 draft Contract

Question: All deliverables have to be approved by the GSA. Can you please define the approval process for documents and reports?

Answer: Please refer to Article I.6 draft Contract for a description of the approval process as part of the invoicing.

Question #126

Reference: Articles I.6.1 and II.14 draft Contract

Question: Please precise the content of a detailed justification of all expenses incurred according to I.6.1.

Answer: The required justification depends on the type of the expense which e.g. in relation to staff working time have to be at least supported by respective time sheets. Further requirements are listed, without limitation, in Article II.14 draft Contract.

Question #127

Reference: Articles I.6.1 draft Contract

Question: We assume that time sheets of assigned employees do not need to be signed off by GSA. Please confirm.

Answer: Time sheets take part in the acceptance process as detailed under Article I.6.1 draft Contract.

Question #128

Reference: Annex I.# - Lot # - TTOR and Simulation Exercise (#=1 to 11))

Question: Can you please define the purpose of the Backup team other than replacing personnel that leaves the core team? Is the Backup team considered as „Originally Assigned Team“?

Answer: Personnel from the back-up team may also have to be used upon the GSA's request for other reasons of replacement, such as absence incompatible with the task performance, substandard performance, infractions of the GSA work requirements, etc.

Question #129

Reference: Annex I – Tender Specifications, Section 1.7 – Procurement schedule

Question: Do to the significance of the contract as well as extend of the tender, we herewith kindly request to postpone the proposal deadline by at least two weeks.

Answer: Please refer to corrigendum #3 (to be published) for the amended schedule with a new submission deadline set to 12 April 2021.

Question #130

Reference: Annex I - Tender Specification, Section 4.6.1 - Administrative file (ENVELOPE/FOLDER 1, Table 9, point (4))

Question: In case of consortia, since only the consortium leader is entitled to sign the tender and the FWC (in force also of the declaration to be provided under point 10), should this document be provided only by the consortium leader itself or also by the joint partners and the subcontractors?

Answer: The document indicated in the referenced point (4) should only be provided by the consortium leader (not to confuse with Annex I.C).

Question #131

Reference: Annex F.I.# (#=1 to 11)

Question: In the Financial Templates, an indication is given about the ratio of 'all-inclusive rates 1'/'all-inclusive rates 2', under the current contracts, and the Table3 templates are asking for prices per semester.

What are the underlying requirements which explain the need for a separation of the prices into the 1st semester and the 2nd semester?

Answer: There is no split per semester. Tenderer are requested to provide quotations based on the rates included in Table 1.1 of Annex F.I.# "all-inclusive daily rates 1' whenever they allocate up to ½ FTE to the respective WP/Task (assignment of a consultant of a duration less than six months). Tenderer are requested to provide quotations based on the rates in the Table 1.2 of Annex F.I.# "all-inclusive daily rates 2' whenever they allocate above ½ FTE to the respective WP/Task (assignment of a consultant of a duration more than six months)..

Question #132

Reference: Annex F.I.# (#=1 to 11) – Table 2 - single daily rate

Question: Do we understand correctly, that if the consultant works for the GSA at Contractor's premises or e.g. from home office, his price calculation is based on Single daily rate? Can you clarify this, please?

Answer: Yes, the understanding is correct.



Question #133

Reference: Annex F.I.# (#=1 to 11) – Table 1 - FWC Unit Price and Table 2 - single daily rate

Question: But if the consultant regularly works on certain task in certain GSA destination/location which is different from destination/location of his Contractor's premises, his price is calculated based on All-inclusive daily rate 1 resp. 2 or Single daily rate for such destination? Can you clarify this, please?

Answer: The rates under the referenced Table 1 -FWC Unit Price apply for work at the locations indicated in the Tables 1.1 and Table 1.2, depending on the duration. For places not indicated in these tables, the Single daily rate of Table 2 applies.

Question #134

Reference: Annex I.B on point 9. proposes twice the question "If not, please clarify"

Question: Should in fact the first line be read Is **YES**, please clarify? or in which other way the form should be corrected?

Answer: Please ignore the second "if not please clarify".

Question #135

Reference: Corrigendum 2 indicated a likely date for completion of evaluation and award in July 2021.

Question: Should the scenario starting date (and the commitment from tenderers) be postponed to reflect this change? If yes can you please indicate the new date?

Answer: No, the date remains unchanged.

Question #136

Reference: Article I.18.4 draft Contract

Question: In this Article the Contractor is not allowed, during the validity of the FWC and 24 months after termination, to solicit etc. employees from the Contracting Authority. Is the Contracting Authority prepared to make this Article reciprocal as retention of staff is important for the Contractor?

Answer: No. Contractual provisions in an open procedure are not subject to negotiations.



Question #137

Reference: Article II.12.4 draft Contract

Question: In this Article the Contractor is, among others, liable for the cost of appointing another contractor to provide/complete the services. These costs pose an unlimited liability for Contractor. Is Contracting Authority prepared to limit these costs to a specific amount (as mentioned in Article I.14.2), and/or is Contracting Authority prepared that Contractor will be involved in the choice of another contractor as this contractor could be a competitor of Contractor?

Answer: Please refer to clarification question and answer # 136.

Question #138

Reference: Article I.10.1 draft Contract

Question: This clause sets a cap of liability at 50% of the maximum amount of the FWC. For purposes of clarification can we understand that for a Contractor ranked SECOND in cascade the cap of liability defined in article I.10.1. is limited to 50% of the maximum amount ordered from the said Contractor ranked SECOND in cascade under its own FWC?

Answer: No, the clause applies to the 1st as well as to the 2nd ranked Contractor each with regard to the maximum amount of the FWC as a whole.

Question #139

Reference: Annex I – Tender specification, Section 2.2.2, Article I.4.1.1, and Article I.10.1 draft Contract

Question: Is the “maximum amount of this FWC” considered to be the indicative ceiling estimated for the maximum duration of the FWCs as defined in section 2.2.2 Volume of the contract of the Tender Specifications or is it the amount invoiced by the Contractor?

Answer: Assuming that the citation refers to Article I.10.1 draft Contract, the maximum amount mentioned thereunder will correspond to the amount to be inserted in Article I.4.1.1. draft Contract upon its award. The amount can be expected to reflect the amount applicable to the respective lot as laid down in section 2.2.2 of Annex I.

Question #140

Reference: Article I.10.1 draft Contract



Question: Is the Contracting Authority willing to consider to replace “FWC” in “maximum amount of this FWC” with “Specific Contract”?

Answer: Please refer to clarification question and answer # 136.

Question #141

Reference: Annex I.F.# – Template Financial Table of Answers Lot (# 1 to 11)

Question: Single daily rates definition: Work at Contractor’s premises, the personnel's Standard Place for Performance of Tasks as defined in Article II.1 of the FWC, or Missions to destinations not listed in Table 1.3. Is the single daily rate the only rate that can be used for work performed at the Standard Place for Performance of Task or can All-inclusive Daily Rate 2 also be used for the normal day-to-day work performed at the Standard Place for Performance of Task?

Answer: All-inclusive Daily Rate 2 shall be used only for work performed at the Standard Place for Performance of Task or missions in places listed in Table 1.2 for duration of above 6 months. All-inclusive Daily Rate 1 shall be used only for work performed at the Standard Place for Performance of Task or missions in places listed in Table 1.1 for duration of up to 6 months. Single Daily Rate in Table 2 shall be used for work at the Contractor’s Premises and Standard Place for Performance of Task in all other places or missions to all other places.

Question #142

Reference: Annex I.F.# – Template Financial Table of Answers Lot (# 1 to 11)

Question: Is the all-inclusive daily rate 2 only for missions or can this rate also be used for the work performed at the Standard Place for Performance of Task?

Answer: Please refer to question and answer #141.

Question #143

Reference: Annex I – Tender specification, Sections 4.5.3 and 4.7

Question: Section 4.7 of the Tender Specifications states that we may submit the tender on paper or only on electronic media. If it is submitted on electronic media, it shall contain 3 (three) CD-ROM, DVD or USB sticks with the full set of documents. However, in section 4.5.3 of the same document it is stated that each inner envelope shall contain one (1) ORIGINAL and 1 (one) COPY in electronic format. We want to use electronic submissions and were planning on adding 2 USB sticks in each inner envelope, 1 being the original and 1 a copy just in case. Hence, one tender would consist of 2 USB sticks in each of the three inner envelopes, being 6 USB sticks in total. Would this be acceptable to you?

Answer: For submission of the tender only on electronic media, please only follow the instruction under section 4.7 Annex I, without prejudice to the requirements for submission of the outer envelope in section 4.5.2 Annex I. Accordingly, the outer envelope shall contain 3 (three) CD-ROM, DVD or USB



sticks, each with the full and identical set of documents distributed among the folders designated “administrative file”, “technical proposal” and “financial proposal” with the respective contents as indicated under sections 4.6.1, 4.6.2, and 4.6.3.

Question #144

Reference: Annex I – Tender Specifications, section 4.6.2, table 10, item 1

Question: On page 48 of the ITT it is requested that the tenderer includes in the technical offer "Annex II.I in this document and its technical annexes." and then "The Tenderer must fill-in Annex I.H". Are both Annexes II.I and I.H required to be included in the technical proposal or should the reference to Annex I.H be considered as a typo and be substituted to "Annex II.I"?

In case of a joint tender, is Annex II.I (and eventually also Annex I.H in case of negative reply to the question above) to be provided only for the team leader or also by every consortium member and subcontractor?

Answer: Annexes II.I ('Statement of Compliance' related to technical requirements of the Tender Specifications and its Technical Annexes) and Annex I.H ('Statement of Applicability of the SAL') are two different annexes. The Prime (team leader) shall submit the Annex II.I. The Annex I.H shall be submitted by every consortium member and subcontractor, unless the Prime declared in the Cover Letter the full applicability of the SAL globally for all entities taking part in its tender or regarding individual consortium member and subcontractor, which then need to be explicitly mentioned.

Question #145

Reference: Annex I – Tender Specifications, section 3.2.2, table 5, criterion F1; section 4.6.1, table 9 point 7; section 4.6.2, table 10, item 1

Question: In some sections of the ITT a reference is made to "Annex I." (page 38, point F1; page 46, point 7; page 48 point 1).

Can you please confirm that this is a typo and that in fact it should be read "Annex I.E"?

Answer: The reference in section 3.2.2, table 5, is not a typo but relates to the “when applicable” – i.e. as may be required under this Annex I.

There reference in section 4.6.1, table 9 is indeed meant to refer to Annex I.E - Template Financial Statements.

The indication of page 48, point 1 could not be followed – this point only refers to Annex I.H and Annex II.I – please feel free to detail your question.

Question #146

Reference: Annex I – Tender Specifications, section 2.2.1.3, point a), section 4.6.1, table 9

Question: A reference to "table 14" is made on the ITT (page 46, point 7). Since such a table is not present in the ITT, can you please provide it?

Answer: The reference in section 4.6.1, table 9 should be understood as reference to table 5 of section 3.2.2.

N.B.: The reference in section 2.2.1.3, point a) should be understood as reference to table 4 of section 3.2.1.

Question #147

Reference: Annex I – Tender Specifications, section 4.6.2, table 10, point (1)

Question: On page 48 of the ITT it is requested that the tenderer includes in the technical offer "*All evidence relating to the selection criteria in section 3.2 above*". Since documents related to sections 3.2.1 and 3.2.3 are to be included among the administrative documents (point 8 page 46 of the ITT), as well as apparently those related to section 3.2.2 (point 7 page 46 of the ITT), can you please clarify which documents from section 3.2 are to be included in the technical proposal?

Answer: Please refer to question and answer #80 of clarification note #3.

Question #148

Reference: Annex I – Tender Specifications, section 3.2.1, table 4, section 4.6.1, table 9, point (1)

Question: Is the full compliance with SAL to be provided in the Cover letter (as per ITT page 35, point L6) or not (as per ITT page 45, point 1)?

As we do not see in Annex I.B a section on full compliance with SAL, can you please confirm that the selection criterion L6 is solved by providing Annex I.B (and eventually Annex I.H in case of deviations)?

Answer: Please refer to question and answer #144.

Question #149

Reference: Annex I – Tender Specifications, section 2.2.4 - Compliance with internal rules, conflicting professional interest, security requirements and confidentiality

Question: Our Company is currently involved in providing services through GSOp to GSA. We are interested in participation in Lot 6, Lot 7, and Lot 8. In our understanding of the TOR a comprehensive analysis and justification of potential conflict of interest would suffice to avoid such conflict.

Could you please confirm specifically for each of the above mentioned Lots, that considering that our activities in GSOp are not related with the requested scope such justification would be acceptable?



Answer: The question relates to elements subject to the assessment of the content of the tender, if submitted, and can therefore not be answered in a clarification note.

Question #150

Reference: Annex I.9 - Lot 9 - TTOR and Simulation Exercise,

Question: Please specify the level of expertise required in the four different offices. The expected effort concerns twelve engineers in Product Assurance, Quality Assurance and RAMS. Would it be possible to have the type and number of requested expertise (PA, QA and RAMS) in each office:

- GSA HQ Prague (8,5 FTE):
- Contractor's premises (2,5 FTE):
- GSMC-FR (0,5 FTE):
- GSMC-SPAIN (0,5 FTE):

Answer: GSA expects to see in the offer an organisation able to answer the simulation exercise in term of tasks and deliverables. We would then expect the proposal to specify how best the contractor would allocate the resources to the necessary efforts. With regards to the GSMC-FR and GSMC-ES, the place of performance will mainly be the GSMC-FR with regular missions in GSMC-ES and deployment during activation of the GSMC-ES as prime centre for operations. The total is 1 (one) FTE for the GSMC that will be distributed according to the operational needs.

Question #151

Reference: Annex I.7 - Lot 7 - TTOR and Simulation Exercise,

Question: The Lot 7 tender specification (Annex I.7 of the Invitation to Tender) provides the indicative effort level for each task, but does not specifically provide a breakdown between Galileo and EGNOS. Indeed the scope of the Lot 7 tender specification is stated to encompass all EU space programmes, e.g. including also Govsatcom and Copernicus.

We kindly request that the GSA clarifies the scope of the activities to be conducted in Lot 7, in particular if the scope of Lot 7 is only Galileo and EGNOS, or if it also includes the other EU space programmes."

Answer: Lot 7 includes Support to System Design and Development services for any space component in the remits of the Agency as per the applicable Regulations.

Question #152

Reference: Annex I.8 - Lot 8 - TTOR and Simulation Exercise,

Question: The Lot 8 tender specification (Annex I.8 of the Invitation to Tender) provides the indicative effort level for each task, but does not specifically provide a breakdown between Galileo and EGNOS. Indeed the scope of the Lot 8 tender specification is stated to encompass all EU space programmes, e.g. including also Govsatcom and Copernicus.

We kindly request that the GSA clarifies the scope of the activities to be conducted in Lot 8, in particular if the scope of Lot 8 is only Galileo and EGNOS, or if it also includes the other EU space programmes.

Answer: Lot 8 includes Support to Deployment, Maintenance, and Operations services for any space component in the remits of the Agency as per the applicable Regulations.

Question #153

Reference: Annex I.4 - Lot 4 - TTOR and Simulation Exercise, Section 3.3

Question: The Lot 4 / Annex I.4 (Tender Specs), 3.3, 2nd Sentence (page 7) states "The tasks 8 and 9 of the Tender Specifications are not subject of this Simulation Exercise". Does this really mean tasks 4 (SSA) and 5 (Emergent)?

Answer: This is correct, task 4 (SSA) and task 5 (emergent) are not subject to simulation exercise, as also explained under section 5.5. and 5.6.

Question #154

Reference: Annex I.9 - Lot 9 - TTOR and Simulation Exercise, Table 1

Question: With reference to the Tender Specifications in the subject, the following clarifications on missions are requested:

Clarification request 1) ANNEX I.9 – Lot9, Table1: among expected missions, it is indicated that 2x2 days missions in HQ are expected for 18 consultants, but this number of consultants is higher than the expected FTEs to be deployed for the whole lot. Please, can you clarify?

Clarification request 2) Concerning travel valorisation in ANNEX I.F.9, our understanding is that, whereas expected mission destination derived from Simulation Exercise, is one of the destinations of ANNEX I.F9 table 1.3 (e.g. from Table 1 of ANNEX I.9, mission to HQ or GSMC-ES), relevant travel shall be counted as number of consecutive mission to the destination of ANNEX I.F9 table 3. Can you please confirm this understanding?

Answer re clarification request 1): This is a typo that shall be read as '8'.

Answer re clarification request 2): This is confirmed, however with the exception that Table 1.3 of Annex I.F.9 does not include GSMC-ES but GSMC-FR.

End of document