

Procurement procedure: GSA/OP/03/17 Legal advice and support to GSA

GSA internal reference: 232705

Corrigendum #1

1. In Article II.3.3 of the draft Framework Service Contract:

For:

“The Contractor shall be held liable for any loss or damage sustained by the Contracting Authority in performance of the Contract and/or the specific contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding the insurance limit under the professional liability insurance policy provided to the GSA according to section 3.3.1 of the general tender specifications before signature of the Contract, or provided after the signature of the Contract and accepted by the GSA. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or of its personnel or subcontractors, the Contractor shall have unlimited liability for the amount of the damage or loss.”

Read:

“The Contractor shall be held liable for loss or damage sustained by the Contracting Authority in performance of the Contract and/or specific contract, including in the event of subcontracting, and for claims by a third party. This liability shall be limited to an amount equal to 50 % of the value of the Framework Contract, unless the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or its personnel or subcontractors, in which latter case the Contractor shall have unlimited liability for the amount of the damage or loss.”

2. The following provisions are inserted into section 2.2 of the general tender specifications (“Security requirements for lot 3”):

“Before signature of the Contract, the successful tenderer will receive a copy of the applicable document AD1 [European GNSS Programme Security Instructions (PSI)] mentioned in the Security Aspects Letter (Annex II.VI).

Should a potential tenderer deem it necessary to have access to this document already during the procurement procedure, it may request access to it at the latest 3 weeks before the deadline for submission of tenders.

To this end the potential tenderer (including each consortium members and subcontractor) shall submit a Non-Disclosure Undertaking (“NDU” – Annex to corrigendum No 1) signed by authorised representative of the economic operator. The economic operator shall indicate the person and its email address to which the document shall be sent. Further, the economic operator shall submit the legal entity form (mentioned on p. 20 of the general tender specifications) and the therein indicated supporting documents. Original of the NDU, legal entity form and supporting documents shall be



submitted by post. Electronic version of these documents shall be submitted to tenders@gsa.europa.eu.

Only entities which, according to their legal entity form, are established in an EU Member State, Norway or Switzerland can receive the document above.

Without prejudice to further legal measures, exchange of the document above with any person who have not previously signed the NDU may lead to exclusion from the procurement procedure.”

3. The following provisions is inserted into section 1 of the specific terms of reference (Annex I.1):

“The GSA reserves the right to assign tasks related to legal assistance in judicial proceedings, pre-judicial resolution of claims or arbitration either to the contractor of a lot or to another economic operator following a negotiated procedure on the basis of Art. 134(1)(h) of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012”.

Annex: Non-Disclosure Undertakings

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