

Questions regarding EUROSTAT Framework Contract for GIS services, Call for Tender 2012/S 124-204020.

For the Attention of:

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Question 1:

II – General Conditions, Article II.2 – Liability

It is stated in Clause II.2.2. that: " -- the limit of Liability is up to three times the total value of the Contract" – for any loss or damage.

Questions:

- A: Is the value referred to
- a) the estimated value of the Framework Contract or
 - b) the value of the subsequent Specific Contracts?
- B: Is this limited liability related to
- a) 'any occurrence' or
 - b) 'the aggregated value of occurrences'?
- C: How is the 'value of the Contract' established, considering that
- a) the Framework Contract in itself does not authorize any work and
 - b) parts of the man days budgeted may be contracted by other parties holding a Framework Contract or may be preferred otherwise

Please note the following comments:

If the limit of liability is related to the aggregated value of work performed under the Framework Contract, then the limit of liability per Specific Contract may well be in the order of 25 to more than 100 times the value of such Specific Contract, and this ratio of risk and exposure may well prove to be un-insurable on normal terms – or excessively expensive to insure without intensified Quality Assurance of the work to be performed under each Specific Contract. Such intensified QA is not found to be included or allowed for in the Contracts templates nor in the Scope of Work and terms and conditions for performing such work specified. In the previous (current) Framework Contract liability and Insurance was related to the value of the Specific Contract (as it is now specified to be also for the Guarantee Bonds previously related to the Framework value). The new requirements for Liability and insurance will impose an excessive burden on all Sub-Consultants and the Main Contract holder, and the Insurance cost will escalate manifold according to the number of Sub-Consultants.

Question 2:

In the Call for Tenders 2012/S 124-204020, Annex 16.1.1 Questionnaire 'Technical and professional capacity' in Section 3.2 Project Sizes, Clause 3.2.1 it is stated that the tenderer should:

"-- indicate how many contracts in the area of the required services you **completed** in 2009, 2010 or 2011 where your contribution was: ----" and that

"For joint offers, the required information should be provided by the tenderer as a whole. Please note that a framework contract counts as one reference for a company."

Questions:

A: Does this imply that completed services under an existing framework contract should not be included in the count if the framework contract has not expired - although said framework services are completed?

(This would exclude all specific services performed and completed under all four year framework contracts entered into in the last three to four years, and similarly for all other framework contracts of shorter durations).

B: Is it compliant to include completed framework contracts held by nominated Sub-Consultants in this present count?

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