

Helsinki,
D(2009)

Subject: ECHA/2009/39: Multiple Framework Contract with reopening of competition and division into lots for external service provision for development, studies, support of information systems and security, awarded through an open procurement procedure

CLARIFICATIONS 4

4.1 According to section 2.2.2.1 (Structure - administrative proposal) the evidence for technical and professional capacity of the service provider shall be enclosed in the administrative proposal. Since this information is strongly connected with the offered lots we would like to enclose this information in the technical proposal for each lot instead. Is this OK?

All tenderers are required to submit the offers in accordance with the instructions laid down in the specifications.

4.2 Shall we submit one administrative proposal for each offered lot, or is it sufficient with one general administrative proposal representing all offered lots?

Please see clarification 2.5.

4.3 We have also a question concerning the Service Contract, Article II.2 (liability) which says "the Contractor shall be liable for any loss or damage caused by himself in performance of the Contract". Are there any limitations concerning the amount of compensation? And shall the compensation consider only direct damages? Normally the insurances for this purpose only covers up to a certain level that's why we need some clarification.

Please note that this article has to be interpreted in light of Finnish law, which is applicable to this contract.

ECHA