

RFT 8311801: Request for Tenders for the establishment of a Multi Supplier Framework Agreement for the provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services

Message Ref No	Question	Contracting Authority Response
714579	To whom it may concern, Please find below a list of queries for clarification regarding the framework terms, and Services Agreement: 1. Under proposed Framework terms, could you please consider providing an overall limitation of liability at framework level which is not more than €5Million. 2. Under proposed Framework terms, could a specific clause to waive consequential losses be included exempt the Contractor from indirect losses such as loss of profit, loss of business, loss of goodwill etc. 3. Under clause 4A (9) of proposed services agreement, could 'proof of current premiums paid' be removed from the requirements as this is a confidential document. In its place, can 'broker's letter/certificate' be included? 4. Under clause 5A, could the words 'recklessness', 'bad faith' and 'wilful default' be removed as these are not defined and therefore can lead to ambiguity in understanding. 5. Under clause 5E of the Services Agreement, could 'regardless of number of claims' be removed as that does not provide an aggregate cap in which case	The Services Contract included in this tender document is a standard services contract that is used extensively across the public sector in Ireland, with minimal amendments to same. In that context, the Contracting Authority clarifies the following; 1. No. The liability cap will be set at mini-competition or direct drawdown stage. 2. No. The Contracting Authority does not agree to the proposed amendment. 3. It will be sufficient that the successful tenderer can prove that it maintains the insurances for the nature and amounts specified in the RFT for the Term of the contract. 4. No. The Contracting Authority does not agree to the proposed amendment. 5. No. The Contracting Authority does not agree to the proposed amendment.

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	liability will be 'unlimited' in nature and the same is onerous in nature. 6. Under clause 5F of the Services Agreement, there is no criteria basis which retention of fees will be made by the Client and the same is onerous in nature. Could this clause be deleted or marked 'non-applicable'? 7. Under clause 5G, time of delivery is of essence is a strict requirement and onerous in nature. Could the same be removed or marked not applicable? 8. Could you please confirm that clause 5H of the Services Agreement shall not apply?	6. No. The Contracting Authority does not agree to the proposed amendment. 7. No. The Contracting Authority does not agree to the proposed amendment. 8. Yes. The Contracting Authority confirms that clause 5H shall not apply to this Services Agreement.