

Call for tenders' details

Title: DIGIT/R3/PO/2015/019 LSP.

Start date: 20/08/2015

Time limit for receipt of tenders: 05/10/2015

Contracting authority: European Commission, DG Informatics (DIGIT)

Status: Closed

Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	16/09/2015 15:33	21/09/2015 11:06	Liquidation Damages: CMP-7 and CLM-3 (Annex 2, §7.2 and §7.3)	CMP-7 and CLM-3 both cover liquidation damages for billing accuracy. CLM-3 explicitly refers to invoices on EAS or Select Plus/MPSA. Could you please specify what CMP-7 refers to? Or is billing accuracy by mistake included twice?	21/09/2015 CMP-7 sets out applicable liquidated damages for billing inaccuracy - ie. incorrect invoices. As the invoices will be always submitted either in the context of the Enterprise Agreement or Select Plus/MPSA, the closer definition contained in CLM-3 is applicable to CMP-7. In summary, the Commission can claim liquidated damages of up to 1% of order form value for every incorrect invoice, with a minimum amount set to 1.000€.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
2	11/09/2015 19:04	21/09/2015 11:07	Service Definition / SA Benefits (Annex 1, § 4.1)	Home Use Program: can we assume that with regard to the management of the SAB 'HUP' the activity of the LSP is completed when the Benefit is activated in VLSC and the program code generated?	21/09/2015 Your assumption is correct, but it should be understood that the activation of the HUP benefit can be requested by every participating EUI (at present, 64 EUI participate in the ILA).
3	11/09/2015 19:03	21/09/2015 11:09	Service: Delivery (Annex 1, § 5.1)	Delivery of packages: even though the delivery of packages is described as an exception in the management of the contract, we cannot think of any physical delivery of packages within the handling of an EAS or Select Agreement. (Processes like 'digital by choice' or 'subscription kits' do not exist anymore.) Can you please specify what product delivery is meant in the description of the delivery process.	21/09/2015 As stated in Annex 1, § 5.1 of the tendering specifications, physical delivery of packages is unlikely to be used, but was not excluded for completeness' sake.
4	11/09/2015 19:04	21/09/2015 12:09	Comprehensive Licence Management Service (Annex 1, § 4.2 and 4.3)	The described processes several times refer to the "post stamp" as proof for an SLA compliance. Does this mean that all documents will need to be sent via standard mail between the Contractor and the EUI's? Or might some parts of the process be handled electronically?	21/09/2015 As indicated in Section 4.2.3 of the Tendering specifications "it is intended that the ordering and invoicing documents will have to be exchanged between the contracting parties via electronic means" (see page 8). Thus, the physical delivery of these documents should be rather exceptional. However, if used, the post stamp will serve as the proof of dispatch.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
5	11/09/2015 19:03	21/09/2015 12:14	Reporting and invoicing to Microsoft: Enterprise Agreement (Annex 1, § 4.2)	We are struggling in retracing the process regarding the Enterprise Agreement and would appreciate some clarification: In the last but one quadrant on the right hand side the tender document says "Invoice must arrive at the billing address 3 working days after the signed OF was sent to the contractor by the commission." Is it possible to substantiate it by saying: "Invoice must be sent to the billing address 3 working days [...]"? Otherwise we feel that 3 working days for arrival of documents via standard mail seem too tight.	21/09/2015 The answer is yes, please read the text as follows: "Invoice must be sent to the billing address within 3 working days after the signed OF was sent to THE CONTRACTOR..." The same applies to electronic invoices, ie. the invoice must be submitted within the 3 workind days period.
6	11/09/2015 19:04	21/09/2015 14:05	Scope and Objectives (Annex 1, § 1.1)	In order to best possible estimate the effort for managing the contract and the VLSC portal: Could you provide information on the # of enrolments currently associated to the EAS resp. the # of affiliates registered for Select Plus?	21/09/2015 The current Microsoft Inter-Institutional Licensing Agreement (which encompasses the Select Plus Agreement) is applicable to 64 EU Institutions, Agencies and other EU Bodies.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
7	11/09/2015 19:03	22/09/2015 18:02	Reporting and Invoicing to Microsoft: Select Plus (Annex 1, § 4.3)	We are struggling in retracing the process regarding Select Plus and would appreciate some clarification: In the first quadrant in the right hand corner the tender document says "Must be done within 3 working days after the OF was sent by EC [...]". Is it possible to substantiate it by saying: "Must be done within 3 working days after the draft OF was accepted by EC [...]?"	22/09/2015 The answer is yes, the phrase can be understood as : "Must be done within 3 working days after the draft OF was accepted by EC [...]".

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
8	23/09/2015 17:15	30/09/2015 15:32	Tendering Specifications – General questions	<p>Could you please disclose the ILA signed between the European Commission and Microsoft?</p> <p>If it is not possible to disclose the ILA, could you please give us the list of products included in the different scenarios and options included in the Enterprise Agreement Subscription, part of the ILA signed between the European Commission and Microsoft? Could you please tell us which scenario and options are selected by each institutions? The list of products, and in particular the type (on premise or cloud products), is critical for us to define the discount granted to the EUI.</p> <p>Could you please give us the expiration date of the ILA signed between the European Commission and Microsoft?</p> <p>Could you please tell us what are the intentions of the European Commission after the expiration of the current ILA? Should the European Commission sign a new ILA, could you please confirm that the product list will remain identical to the current one?</p>	<p>30/09/2015</p> <p>The Commission cannot disclose the Inter-Institutional Licensing Agreement (ILA); nor can the Commission disclose the list of products covered by the ILA or the scenarios and options selected by individual Institutions. • The type of products covered by the ILA is primarily (but not exclusively) on-premise. • The expiry date of the ILA is 31.05.2017, with a possible prolongation by one year. • The Commission is currently pursuing the implementation of its triple-track strategy for the future office automation but further details about the period following the expiry of the present ILA cannot be disclosed. Thus, the Commission cannot issue any statement (whether positive or negative) about a hypothetical future ILA, nor can we make any statement about its contents in terms of product list.</p> <p>The Commission is confident that the above provided information together with the information contained in the Tendering specifications is sufficient for the tenderers to prepare and submit their offers.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
9	23/09/2015 17:17	30/09/2015 15:34	Annex 7 – Financial evaluation sheet	<p>As requested in Annex 7 – Financial evaluation sheet, the bidders should give two discounts:</p> <ol style="list-style-type: none"> 1. A discount that will be applied on the Microsoft products under the Enterprise Agreement concluded between the EU Institutions and Microsoft. 2. A discount that will be applied on transactional ad-hoc purchases of Microsoft products under the Select Plus or MPSA Agreements concluded between the EU Institutions and Microsoft. <p>However, the discounts that the bidders can give heavily depends on the nature of the product concerned, and in particular whether this is an on-premises product or a cloud-based product (namely products included in Item Types “MS Cloud Subscription Service” and “MS Hosted Subscription” and in Product Family “Enterprise Cloud Suite”).</p> <p>Could you please consider to authorize the bidders to give, for the Microsoft products under the Enterprise Agreement, one discount for on-premises products and one discount for cloud-based products?</p> <p>Could you please consider to</p>	<p>30/09/2015</p> <p>As stated in the reply to question 8, the type of products covered by the ILA is primarily (but not exclusively) on-premise. This applies in particular to the products which are part of the scenarios defined under the Enterprise Agreement Subscription. Scenarios are predefined bundles of products and were adopted by a large majority of EU Institutions. As a consequence, after giving due consideration to your request, the Commission will not change the tendering specifications as suggested in your question.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
				Could you please consider to authorize the bidders to give, for the transactional ad-hoc purchases of Microsoft products under the Select Plus or MPSA Agreements, one discount for on-premises products and one discount for cloud-based products?	
10	24/09/2015 16:53	30/09/2015 15:37	Special conditions in the actual Microsoft contract	We are wondering if the European Commission received special pricing from Microsoft in the actual contract? and if so will this special pricing be inherited? and if so could you please share the special price conditions with us?	30/09/2015 Special pricing conditions were negotiated with Microsoft within the context of procurement procedure DIGIT/R2/PO/2013/065 FOAE (LICENSES) and will remain effective until 31/05/2017 with the possibility of prolongation until 31/05/2018 and as such will be applicable to the future framework contract resulting from the present LSP call for tenders. The answer to your third question is negative, the Commission is confident that the information contained in the Tendering specifications is sufficient for the tenderers to prepare and submit their offers and thus the pricing conditions will not be disclosed.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
11	28/09/2015 16:32	02/10/2015 12:28	Pricing & Liquidated damages	<p>1. In order to be in the position to properly calculate the offer, is the Contractor entitled to increase the licensing prices during the contract period in case Microsoft will increase the price of the respective licenses towards the Contractor?</p> <p>2. Are the liquidated damages set forth in the SLA, faulty-based and cap with the annual mark-up received by the Contractor?</p>	<p>02/10/2015</p> <p>The prices for the scenarios and option packs defined in the Enterprise Agreement Subscription, as well as the prices for the buy-out fee are fixed in the ILA, based on certain parameters, and are therefore not subject to change. The tenderer offers the EU Institutions a discount on these prices. The prices in the Select Plus Agreement or MPSA agreement can vary. The discount offered by the tenderer (for ad-hoc purchases or subscriptions) is applied to the then current price list from Microsoft – typically issued on monthly basis.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
12	28/09/2015 18:42	02/10/2015 12:31	Legal Question	Provided that a tenderer is allowed either by Microsoft as well as by the parental company- which is qualified as LSP - to act on behalf of the parental company for the delivery of Microsoft Licenses/Products in scope of the tender, is the subsidiary deemed to fulfill the selection criteria "tenderer is qualified as a Microsoft LSP" or may the offer of such company be excluded due to fact that the subsidiary itself is not qualified as Microsoft LSP? As subcontracting is not permitted by the tendering specifications is a Joint offer of the subsidiary and parental company mandatory in order to fulfill the selection criteria "tenderer is qualified as a Microsoft LSP"?	02/10/2015 As explained in the Tendering specifications, the basic requirement for participation in the present call for tenders is that the tenderer (a single tenderer or a consortium) submitting an offer is qualified as a Microsoft LSP and as such is authorised to resell Microsoft software products and license to Microsoft large account customers. A tender submitted by a single tenderer relying on the capacities of the parent company which is a qualified LSP could be considered provided it is authorised to do so by both, the parent company and Microsoft. However please note that it is not the Commission but Microsoft who establishes the qualification rules for becoming its licensing solutions provider (LSP) and who decides who is authorised to resell its products and licenses.

Generated on the 28/03/2024 17:06:48 - Generation time 10 ms