

Call for tenders' details

Title: Internet and landline telephone services.

Start date: 05/09/2014

Time limit for receipt of tenders: 05/11/2014

Contracting authority: EUROJUST

Status: Closed

Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	10/10/2014 13:58	15/10/2014 18:16	Publication of Questions and Answers	Will all questions and answers from all suppliers be made anonymous and published to all suppliers?	15/10/2014 Yes, all questions will be answered anonymously and all answers will be made available electronically on the section of the relevant tender in https://etendering.ted.europa.eu no later than 6 days before the deadline for dispatching tenders.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
2	10/10/2014 14:05	15/10/2014 18:17	Documents to be submitted	In Annex B a lot of questions need to answered. Most of these answers require more space then provided in the document of Annex B. As an example: in I12 and I13 seperate documents are asked for (a SLA and a Migration Plan respectively). Can Supplier add additional documents, provided clear references are made in the original Annex B document and add them in the appropriate envelope?	15/10/2014 Yes, the tenderers can add additional documents, meanwhile ensuring that all the requested points are replied and numbered as indicated in the first column of the questionnaire (Annex B). This structure is necessary in order to relate and check easily the quality of the answers given for each question. Therefore, please ensure that each additional document to your technical proposal is numbered as and corresponds to one of the listed question.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
3	10/10/2014 14:04	15/10/2014 18:18	Complementary Services	<p>In paragraph 2.5, page 8 of the Invitation to Tender, it is stated that the provision of additional services or products will not be evaluated. However, in paragraph 2.5 Complementary Services are clearly evaluated and can be awarded with a total of 70 points. Even a pricing is mandatory in the pricing sheet. Could Eurojust confirm that Complementary Services are NOT part of any evaluation for this tender?</p>	<p>15/10/2014</p> <p>Please, note that there is a difference between complementary services and additional services in this call for tenders. The purpose of the complementary services is to cover additional and possible future requirements resulting from Internet usage and developments and innovations in technology. They are not mandatory; however, they are advisable. If the tenderer is able to provide them, in part or in whole, they will be evaluated and they will have an impact on the final scoring with regard to the award criteria. Therefore, the tenderers are invited to propose solutions covering the complementary services to the best of their understanding in the Technical Proposal (Annex B). Additional services, which are mentioned on page 10 of the Invitation to Tender (paragraph 2.8.), need to be distinguished from complementary services, they will not be evaluated and may appear during the implementation of the contract. This paragraph is just for information purposes about the possibilities in the future.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
4	10/10/2014 14:04	15/10/2014 18:20	Awarding Quality Criteria	In paragraph 2.5, page 8 of the Invitation to Tender, the Quality Award criteria are explained. Currently only the following consideration aspects are mentioned: clarity, relevance of information and the solution proposed. All of these aspects appear to be rather vague to Supplier and provide too little information on how the quality criteria will rewarded. Could Eurojust explain in more detail how the various points are awarded for each part of the Quality parameters?	15/10/2014 Each Quality Award Criteria mentioned in the paragraph 2.5. of the Invitation to tender will be evaluated based on the questions specified in the Technical Proposal Form (Annex B). Therefore, the tenderers are requested to provide a clear and comprehensive response and relevant proposals to all questions/criteria as specified there. The tenderer's technical proposal must be fully consistent with the requirements of the Annex A (Technical Specifications) and provide, as minimum, all the information needed for the purpose of awarding the framework contract. Incompleteness of the technical proposal can only result in negative impact for the evaluation of award criteria. Therefore, the tenderer should elaborate on all points addressed by the Annex A (Technical Specifications) in order to score as many points as possible. The mere repetitions of award criteria set out in the Invitation to Tender and Annex A (Technical Specifications), without going into details or without giving any added value, will only result in a very low score in accordance with the Section 2.5. of the Invitation to Tender. The evaluation will be done by the Evaluation Committee.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
					by the Evaluation Committee.
5	10/10/2014 14:03	15/10/2014 18:21	Response to requirements	In paragraph 3.2 of the Invitation to Tender, reference is made to Annex A for the Technical Specifications. In response Supplier will have to submit Annex B. Can Eurojust confirm that only Annex B (and the answers and documents as requested in it) will have to be submitted in response to the requirements as stated in Annex A?	15/10/2014 Yes, the tenderers are requested to submit one original of the technical proposal, which must be based on the relevant form, i.e., Annex B and additional documents (if any). Annex A is Technical Specifications, where Eurojust`s needs and requirements are described. The reference is made to the Annex A in order to inform the potential suppliers about the requirements and where they can be found.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
6	10/10/2014 14:02	15/10/2014 18:22	Awarding Quality Criteria	In paragraph 2.5, page 8 of the Invitation to Tender, the maximum number of points per Quality Award Criteria are explained. These Quality Award Criteria refer to the respective sections in Annex B (for example: Service Migration Process refers to Annex B, - Technical Proposal Form, I 13). All sections in Annex B are being awarded except for the Tenderer Proposed Performance Indicators. This particular section/Quality Award Criteria appears NOT have any points to be awarded to a Tenderer. The only reference to awarding points for this section is: "... Alternatively proposing improved performance values may add points to the score ". How many points can awarded for this particular Quality Award Criteria? Please specify the maximum and the number of points per proposed improved performance value.	15/10/2014 The Tenderer Proposed Performance Indicators will be evaluated as part of the proposed service level agreement (SLA) according to the points indicated in the paragraph 2.5. of the Invitation to Tender.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
7	10/10/2014 14:02	15/10/2014 18:22	Model Contract	Annex B – Technical Proposal Form: Acceptance of the Model Contract states that a maximum of 30 points can be awarded (if tenderer does not propose any amendments to the five indicated Articles). If tenderer does propose one or more amendments to the indicated Articles, how are the points awarded? Does Eurojust deduct 6 points per amended Article?	15/10/2014 Yes, for each amended Article of the Model Contract (as indicated in the Technical Proposal Form - Annex B), maximum 6 points can be deducted. However, the Evaluation Committee may decide on less than 6 points, depending on the proposed amendment (for example, in the proposal regarding the Article I.4.1).
8	10/10/2014 14:02	15/10/2014 18:23	Model Contract	Annex B – Technical Proposal Form: Acceptance of the Model Contract indicates five specific Articles that may be amended in order to sign the contract. Regarding the indicated “Article I.3.4”: is this Article I.3.4 only or did Eurojust intend to indicate Article I.3 in its entirety (I.3.1 up and until I.3.6) as the other indicated Articles also include all its sub Articles?	15/10/2014 Only this part of the Article 1.3. is meant to be evaluated, i.e., conditions for price revision (Article 1.3.4.).

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
9	10/10/2014 14:01	15/10/2014 18:24	Model Contract	ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 6, article 1.3, Contractors prices are customized and competitive, in order to win this tender procedure. Why does Eurojust start a public tender procedure if Eurojust reserves the right to procure the services from another contractor? It would be reasonable if Eurojust only uses this right in case of breach of contract. Does Eurojust agree on this?	15/10/2014 As the result of this call for tenders a Framework Service Contract will be concluded with the winning tenderer. This means that signature of the Contract imposes no obligation on Eurojust to purchase, but only the implementation of the Contract through Order Forms and Specific Contracts is binding on Eurojust. However, it does not mean that Eurojust will purchase the same services from another contractor. Eurojust will purchase the services, when there will be a need, from the relevant contractor, who will be part of the mentioned Framework Service Contract.
10	10/10/2014 14:01	15/10/2014 18:24	Model Contract	What is the purpose of the article I.3.1, in ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½?	15/10/2014 The result of this call for tenders will be a Framework Service Contract and Eurojust is obliged to indicate the maximum budget ceiling for the implementation of this Contract, meaning that during the contract duration the mentioned amount may not be exceeded. However, it does not mean that Eurojust is committed to purchase for the maximum amount. Eurojust will purchase only based on the exact needs for the services.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
11	10/10/2014 14:00	15/10/2014 18:25	Model Contract	In Article I.4.1 of ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, 2 fields are to be completed (number of working days). Is contractor supposed to fill in the number of working days, as a proposed amendment to one of the five indicated articles as mentioned in Annex B – Technical Proposal Form: Acceptance of the Model Contract?	15/10/2014 The tenderer is allowed to choose, whether to propose the relevant working days by completing the text or to propose completely different way of implementation of the contract. The proposal will be accordingly evaluated as indicated in the Award Criteria.
12	10/10/2014 14:00	15/10/2014 18:25	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 9, Article I.7.1, is it possible that the contract is governed by the law of the Kingdom of the Netherlands (and complemented, where necessary, by European Union law)?	15/10/2014 No, the Article I.7 will not be amended.
13	10/10/2014 14:00	15/10/2014 18:26	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 10, Article I.9: In contractor's opinion, parties intend to have a long term cooperation and the contract may only be terminated in case of material breach of contract. In all other cases, it is only possible (and reasonable) for Eurojust to terminate the contract with a compensation for contractor, for example the remaining monthly fees of the agreed contract term. Does Eurojust agree with this?	15/10/2014 The tenderer is allowed to choose, whether to agree to the Article I.9 or to propose completely different solution regarding the termination by either Contracting Party. The proposal will be accordingly evaluated as indicated in the Award Criteria.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
14	10/10/2014 14:00	15/10/2014 18:26	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 11, Article I.14: In contractor's opinion, compensation of damages caused by mechanism such as malware, viruses etcetera should be within the agreed limitation of liability (article II.2). Does Eurojust agree on this?	15/10/2014 No, the Article I.14 will not be amended.
15	10/10/2014 14:00	15/10/2014 18:27	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 11, Article I.16.1: In contractor's opinion, it is relevant to inform Eurojust without delay, if one of the described situations have a significant effect on the performance of the contract. Additionally, Contractor can only inform Eurojust if contractor does not violate any confidentiality agreement with third parties. Does Eurojust agree on this?	15/10/2014 The tenderer is allowed to choose, whether to agree to the Article I.16 or to propose different other specific conditions. The proposal will be accordingly evaluated as indicated in the Award Criteria.
16	10/10/2014 13:59	15/10/2014 18:27	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 14, Article II.2 (i): It is not reasonable to reduce or recover payments in case contractor fails to perform his obligations. Eurojust may claim damages within the agreed limitation of liability (article II.2). Does Eurojust agree with this?	15/10/2014 The tenderer is allowed to choose, whether to agree to the Article II.2 or to propose completely different solution regarding the liability. The proposal will be accordingly evaluated as indicated in the Award Criteria.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
17	10/10/2014 13:59	15/10/2014 18:28	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 15, Article II.4: Contractor suggests to declare this general article regarding liquidated damages as not applicable, as Annex A.1 (Service Level Requirements Lot 1) already describes several penalties.	15/10/2014 No, the Article II.4 will not be amended. However, according to the precedence of the terms (page 5 of the Contract) it is stated in the Contract that the terms set out in the Special Conditions and in the Service Level Agreement (for Lot 1) shall take precedence over those in the other parts of the Contract. It means that in any case penalties described in the Service Level Requirements will prevail over the Article II.4.
18	10/10/2014 13:59	15/10/2014 18:29	Model Contract	Referring to ICT Framework Contract No.2014/PO/EJ/.../9 Lot ½, page 25, Section III: Can Eurojust confirm that section III does not apply to the requested services (Internet and Landline Telephone)?	15/10/2014 Those articles of the Section III, which relate to the services and products supplied by the contractor, will be applied.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
19	10/10/2014 13:59	15/10/2014 18:29	Dark Fiber versus Optical Fiber	<p>In almost all documents for this Tender reference is made to a "Dark Fiber" in combination with a certain bandwidth (e.g. 1 Gb). A "Dark Fiber" is purely a fiber without the optical light equipment on either end. Therefore one cannot speak of a dark fiber with a certain bandwidth.</p> <p>Supplier assumes that not a dark fiber, but a standard optical fiber is meant. Can Eurojust confirm that a standard optical fibre is meant instead of a Dark Fiber?</p>	<p>15/10/2014</p> <p>"Dark fiber" in this case means a dedicated fiber solely for Eurojust use. The bandwidth is the minimum bandwidth Eurojust requires. Therefore this is interpreted as follows: a dedicated fiber optic connection capable of a minimum bandwidth of 1Gb.</p>
20	10/10/2014 13:59	15/10/2014 18:30	Performance Indicators	<p>In Annex B, Tenderer Proposed Performance Indicators Supplier may propose better Service Level Parameters then required by Eurojust, and possibly gain more points to the score. How are these points awarded? For instance, for K7 a percentage of 5 % is proposed oppose to the required 3 %, how many extra points will be awarded? Please specify per Parameter (Availability, Penalties, etc).</p>	<p>15/10/2014</p> <p>The evaluation committee will be responsible for evaluation and will award points for each criteria.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
21	10/10/2014 13:59	15/10/2014 18:31	Performance Indicators	In Annex B, Tenderer Proposed Performance Indicators, at K7 the number of complaints is described. Underneath this line two lines are added, namely "1 incident" and "2 or more incidents". The latter is not in line with Annex A1 Service Level Requirements. Can Eurojust confirm that the added lines ("1 incident and 2 or more incidents") are a misprint and may therefor be disgarded?	15/10/2014 Annex B - Technical Proposal Form - K7 relates to the total contents of section 4.2 in Annex A.1. Values given in K7 relate to: Section 4.2.3 KPI User Perception Internet Connectivity Quality: Complaints ≥ 10 and Section 4.2.4 Technical Incident Internet Connectivity Quality: P1 incidents ≥ 2 ; P2 incidents ≥ 2 ; P3 incidents ≥ 2 . The notation given in Annex A.1, sections 4.2.3 and 4.2.4 is incorrect they should be "equal to or greater than: \geq "
22	10/10/2014 13:58	15/10/2014 18:32	Performance Indicators	In Annex B, Tenderer Proposed Performance Indicators, at K11 the P2 penalties are described. The last line is: "More then 20 %". The latter is not in line with Annex A1 Service Level Requirements. Can Eurojust confirm that the added lines ("More then 20 %") is a misprint and may therefor be disgarded?	15/10/2014 The value given in K11 is an error "More than 20%" should read: "More than 20 hours = 30%".

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
23	10/10/2014 13:58	15/10/2014 18:32	Performance Indicators	In Annex B, Tenderer Proposed Performance Indicators, at K13 the P3 penalties are described. The last line is: "More than 20 hours". The latter is not in line with Annex A1 Service Level Requirements. Can Eurojust confirm that the added lines ("More than 20 hours") is a misprint and should be read as "More than 24 hours"?	15/10/2014 The value given in K13 "More than 20 hours" should read: "More than 24 hours".
24	10/10/2014 13:58	15/10/2014 18:34	Service Level Requirements	In Annex A1, Service Level Requirements, on page 15 of 26, User Perception Internet Quality is described. In the given Table the KPI (minimum required) it is stated that the KPI is " ≤ 10 complaints". This effectively means that ANY complaint may result in a penalty and will urge a Supplier to have more than 10 complaints in order to avoid a penalty. Can Eurojust confirm that this is a misprint and should be " ≥ 10 complaints", as also described in Annex B, Tenderer Proposed Performance Indicators, at K7?	15/10/2014 The notation given in Annex A.1, sections 4.2.3 is incorrect it should be "equal to or greater than: \geq " Therefore this should read "10 or more" proven complaints. Question21

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
25	10/10/2014 13:58	15/10/2014 18:35	Complementary Services	In Annex A Technical Specifications, page 13 it is stated that: "The service provider shall provide domain name hosting (...) for the Eurojust domain name:" Secondly: "The service provider shall provide email services : email routing, email delivery and email buffering" Both services are clearly out of scope according to the Invitation to Tender , paragraph 1.3 and 2.8. Can Eurojust confirm that services as mentioned above, are part of the Complementary Services as defined in Annex B Technical Proposal Form, Complementary Services?	15/10/2014 The Invitation to Tender paragraph 1.3 states: ."....a contractor capable of providing the services described in the Technical Specifications (Annex A)".Everything declared in Annex A is within scope. The domain name hosting and email routing, delivery and buffering are defined as technical requirements in Annex A section 8.1, Lot 1: Internet and Landline Telephone Service,s pages 12 to 14. Complementary services referenced in Annex B, C1 to C8 are described on pages 15 to 17 of Annex A - Technical Specifications.
26	13/10/2014 20:25	16/10/2014 13:48	In EN-Annex A.1_Lot1_Service_Level_Requirements_2014POEJ9.pdf	1: It seems that paragraph 4.3.1 is inserted twice in the document. Please confirm that paragraph 4.3.1 at the bottom of page 16 will be deleted.	16/10/2014 The paragraph 4.3.1. (page 16) is not correctly numbered. Please read it as paragraph 4.3.4.
27	13/10/2014 20:26	16/10/2014 13:54	Lot 1 technical specifications Diagram page 5	Are the locations on the Maanweg and the Saturnstraat both connected with an internal local network? In case a single link fails, will the traffic be retouted over the other location?	16/10/2014 The Eurojust locations are connected by a local fibre optic. Should the primary connection become unavailable (due to failure or overloading), data and telephone are automatically rerouted to other connection.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
28	13/10/2014 20:26	16/10/2014 13:55	Lot 1 technical specifications diagram page 6	On the Maanweg and also on the Saturnstraat two ISDN 30 lines are drawn. Does Party require to physical separated telephone links voor each ISDN30 connection?	16/10/2014 Each location is connected with 2x ISDN 30 lines, one is active while the second is a redundant line used for load balancing and failover.
29	13/10/2014 20:27	16/10/2014 14:00	Technical specifications Diagram page 6	4: Are the locations connected with an internal local network? In case a single link fails, will call traffic be rerouted (VoIP) over the other location?	16/10/2014 Please see Question27
30	13/10/2014 20:28	16/10/2014 14:02	Lot 1 technical specifications: 3. Scope, bullit 1	5: Eurojust requires Internet connectivity without restrictions. In the Complementary services, DDOS and DDOS prevention is requested. DDOS prevention will allways restrict the services and protocols on the Internet connection. Could Eurojust please explain how these two requirements are alligned?	16/10/2014 This is a complementary service and is not a mandatory requirement. Currently DOS or DDOS are not implemented, but maybe considered a necessary requirement in the future.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
31	13/10/2014 20:29	16/10/2014 14:04	Lot 1 Technical Specifications 3. Scope, bullit 3	6: Dark fibre connections are in scope. In this RFP telephone and Internet services are in scope. Can we assume the provider is requested to provide telephony and Internet services between the Jan Willem Frisolaan and the two existing premises and not just darkfiber ?	16/10/2014 Eurojust will move from the two current premises to Jan Willem Frisolaan. The provider is expected to aid in this move and eventually supply the Internet and Landline Telephone connections to Jan Willem Frisolaan. The connection between Maanweg, Saturnusstraat and Jan Willem Fresolaan will be temporary only required for the duration of the move, after which connection will be to Jan Willem Frisolaan and the current connections to Maanweg and Saturnusstraat terminated.
32	13/10/2014 20:29	16/10/2014 14:05	Lot 1 Technical Specifications: 5.3 Temporary Service	7: Provider is able to provide Eurojust with temporary services for the migration to the Jan Willem Frisolaan. To ensure quality on the network, Provider would suggest to create an Ethernet or IP network, not just a dark fiber. Will Eurojust accept our advice and turn this requirement into a demand for Ethernet/IP network link?	16/10/2014 Data security is a high priority because of the nature of the work and information handled by Eurojust. The provider is expected to assist in proposing a secure solution that meets Eurojust's security requirements. Security requirements may no allow the use of shared public networks for the replication of and access to data centres.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
33	13/10/2014 20:30	16/10/2014 14:06	Lot Technical Specifications 5.4 Stages	8: During the move, temporary connection to the Jan Willem Frisolaan is required, between the Saturnstraat and Maanweg. Could Eurojust please explain why there should be additional connections between those three locations, because the Saturnstraat and the Maanweg already will be connected to the provider's network?	16/10/2014 The move to Jan Willem Frisolaan is planned to take several months, during this time all the Eurojust locations will require very secure data connections for data replicate and synchronise between computer centres. As yet the requirements are not known as the move is not planned until 2017.
34	13/10/2014 20:30	16/10/2014 14:07	Lot 1 Technical Specifications 6. External approvals	Could Eurojust please be more specific which certificates/licenses are in scope?	16/10/2014 The service provider should be in possession of the appropriate certificates/licenses from the relevant national authorities or other equivalent institutions, if it is needed in order to provide Internet and Landline Telephone services to customers.
35	13/10/2014 20:32	16/10/2014 14:08	Lot 1 Technical Specifications Page 12.	10: Eurojust requires level 2 glass fibre DSL connections. Could Eurojust please explain in more detail what level 2 requirements are?	16/10/2014 Incorrect term used, this should read "Tier 2 connections" NOT Level 2.
36	13/10/2014 20:32	16/10/2014 14:09	Lot 1 Technical Specifications Page 12.	11: Provider is assuming that Eurojust requires a symmetric Internet link, not a synchronous link, is this correct?	16/10/2014 Symmetric Internet link is the preferred connection. The tenderer should propose their best solution with technical and performance specifications.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
37	13/10/2014 20:33	16/10/2014 14:13	Lot 1 Technical Specifications Page 13.	12: Can Eurojust please explain why two Internet links (fiber and DSL) are required at the Saturnstraat? On the network drawing only fiber connectivity is drawn.	16/10/2014 The ADSL link is for less secure communications such as Guest access to the Internet. The fibre link is the Eurojust operational connection. These are separate for security reasons.
38	13/10/2014 20:33	16/10/2014 14:14	Lot 1 Technical Specifications Page 12./13.	13: Eurojust requires two Internet links at the Saturnstraat. On page 13 one CPE is required. Provider assumes that Eurojust requires a CPE per Internet link. Could Eurojust please confirm this.	16/10/2014 Eurojust requires a CPE at each location and on each Internet connection.
39	13/10/2014 20:34	16/10/2014 14:15	Technical Specifications Page 13.	14: Why does Eurojust demand the ADSL physically separated from the fiber link at the Saturnstraat?	16/10/2014 This is a security requirement and precaution. Please see Question37
40	13/10/2014 20:34	16/10/2014 14:18	Lot 1 Technical Specifications	15: What is the purpose of use of the requested ADSL connection at the Saturnstraat?	16/10/2014 Please see Question37 and Question39
41	13/10/2014 20:36	16/10/2014 14:19	Lot 1 Technical Specifications Page 13.	16: When Eurojust moves from their current Internet provider, the Provider wil assign new addresses form the Provider address space. Is Eurojust aware of this?	16/10/2014 Eurojust is aware of this and will require the assistance of both the new and current provider in resolving this issue and to make the move as seamless as possible.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
42	13/10/2014 20:36	16/10/2014 14:20	Lot 1 Technical Specifications Page 13.	17: Eurojust has Provider Dependend IP addresses (PA). Does Eurojust expect Provider to register these same Provider Dependent IP addresses?	16/10/2014 The most desirable solution would be to retain/transfer the existing IP addresses. Eurojust expects the provider to advise and assist in resolving this issue. Tenderer should propose a solution.
43	13/10/2014 20:37	16/10/2014 14:22	Lot 1 Technical Specifications Page 13.	18: Bidder indicates that this requirement provides an unfair competitive advantage to Eurojust their current supplier, due to minimum availability of IPv4 addresses. As IPv4 addresses are scarce bidder urges Eurojust to delete this requirement.	16/10/2014 At the moment Eurojust uses and requires 1 block of Class C 255 (/24) and 1 bock of 32 IPv4 addresses. This requirement shall not be considered as a mandatory requirement in order to tender, but it must also be understood Eurojust cannot work without the IPv4 addresses. The tenderer must consider this requirement and should provide a possible workable solution.
44	13/10/2014 20:37	16/10/2014 14:22	Lot 1 Technical Specifications Page 14.	19: What is the purpose of use of the 3 analogue lines as requested by Eurojust?	16/10/2014 These are dedicated emergency telephone lines for: lifts, fire, etc.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
45	13/10/2014 20:39	16/10/2014 14:25	Lot 1 Technical Specifications Page 15. Complementary Services	<p>20 Bidder interprets these requirements additional to the Internet and landline telephony connectivity services. Bidder believes that this requirements has 2 risks:</p> <ul style="list-style-type: none"> - Eurojust would create a single-point-of-failure - An unfair competitive advantage for Eurojust's current supplier: vendor lock in when all services (Internet connectivity and additional services) are dedicated to only one provider (the Internet Service Provider in this matter). <p>In case of Internet, bidder advices to separate plain Internet connectivity from the additional Internet services, like DDOS prevention, PKI-certificates, Email/Spam scanning. This will result in a broader competitive landscape to improve the quality of response and challenging proposals for Eurojust</p> <p>Is Eurojust prepared to eliminate the Complementary Services from the mandatory requirements, so Provider is able to offer plain Internet services, that meet the technical requirements and according to market challenging tariffs?</p>	<p>16/10/2014</p> <p>The services on page 15 of the Technical Specifications (Lot 1) are not mandatory requirements they fall under the Complementary Services, i.e.,:</p> <p>"Provision of complementary services is not mandatory. The provision of the complementary services is to cover additional and possible future requirements resulting from Internet usage and developments and innovations in technology". Please see also Question3</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
46	13/10/2014 20:40	16/10/2014 14:26	Lot 1 Technical Specifications Page 16.	21: The scope of this RFP is Internet and Landlines in The Hague. Could Eurojust please explain why xDSL services in other countries are requested in this RFP?	16/10/2014 This is a complementary service. Eurojust is based in Den Haag, but has a regional office in each EU country. Having a supplier that can supply additional services and services in other EU countries either directly or through 3rd party agreements is an advantage for Eurojust.
47	13/10/2014 20:40	16/10/2014 14:27	Lot 1 technical Specifications page 16	22: The scope of this RFP is Internet and Landlines in The Hague. Could Eurojust please explain why Metro Ethernet services in other countries are requested in this RFP?	16/10/2014 This is a complementary service. Please see also Question46 and Question45
48	13/10/2014 20:41	16/10/2014 14:28	Lot 1 Technical Specifications Page 17.	23: The scope of Lot 1 is Internet connectivity and linelines for telephony. Could Eurojust explain why MPLS and QoS is in scope of Lot 1 in this RFP?	16/10/2014 This is a complementary service. Please see also Question46 and Question45
49	13/10/2014 20:42	16/10/2014 14:29	Technical Proposal Annex B - item I3	24: The scope is limited to Den Haag. Could provider please explain the need for information about POP's and nodes in other countries?	16/10/2014 This is a complementary service. Please see also Question46 and Question45

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
50	13/10/2014 20:42	16/10/2014 14:30	Technical Proposal Annex B - item I4	25: Could Eurojust please explain this requirement in more detail?	16/10/2014 Misspelling in the description it should be: "Supply a list of all 3rd party agreements when they are employed to achieve a good end to end performance." For clarity: if you do not have a presence, your own network, etc., in a country but have an agreement with another supplier to deliver services on your behalf. Eurojust requires this information for security purposes.
51	13/10/2014 20:42	16/10/2014 14:32	Technical Proposal form Annex B - item I5	26: The scope is limited to Den Haag. Could provider please explain the need for information about DSL services in other countries?	16/10/2014 Please see Question46. Having one supplier that can supply services in other EU countries either directly or through 3rd party agreements is an advantage.
52	13/10/2014 20:49	16/10/2014 14:33	Annex B Complementary Services:	27: Provider shall provide DNS Administration and Email routing/buffering. Later on these services are formulated as Complementary Services. Are DNS Administration and Email routing mandatory requirements? Provider suggest to seperate Internet connectivity from additional (not connectivity) related services.	16/10/2014 Eurojust expects email and DNS administration to be part of the Internet service delivery and therefore a mandatory requirement. The tenderer may supply their own interpretation and solutions as long as these services are an integral part of the Internet service offered.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
53	13/10/2014 20:50	16/10/2014 14:33	Questions Model Contract I.1.4.	28: Since Contractor bases its business case and as such offered prices, discounts, etc. on a certain expectation of services and/ or products purchased by Eurojust, there should be a minimum commitment in that respect from Eurojust. Is Eurojust willing to agree on a minimum spend commitment in the Contract?	16/10/2014 The result of this call for tenders will be a Framework Service Contract; therefore, Eurojust cannot agree on a minimum spend commitment in the Framework Service Contract.
54	13/10/2014 20:50	16/10/2014 14:34	Questions Model Contract 2) I.3.1	29: Contractor cannot agree upon a maximum budget for the implementation of the contract. It is Eurojust's responsibility not to exceed its budget, especially since Eurojust is exclusively in control of the services and products and respective amount thereof which it orders. If Eurojust orders, we are basically contractually committed to deliver in accordance with the order and the contract. Is Eurojust willing to delete this clause?	16/10/2014 A maximum budget ceiling for the implementation of the contract needs to be indicated in each Framework Service Contract; therefore, Eurojust cannot delete this clause. It will be Eurojust' s responsibility to control the execution of the budget ceiling, however, it will not affect the ordered services.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
55	13/10/2014 20:51	16/10/2014 14:35	Questions Model Contract 3) I.3.4	Contractor can accept that termination in relation to a price increase to comply with an OPTA regulation may be effected without compensation, however in the event a bonus or reimbursement amount has been provided in whatever form to Eurojust based on certain expectations in terms of (to be) generated revenues, Contractor shall be entitled to proportionally reclaim that amount based on the difference between the actual amount of revenue generated and the minimum revenue to be generated on the basis of the contract. Does Eurojust agree to add this condition?	16/10/2014 The tenderer is allowed to choose, whether to agree to the Article I.3.4 or to propose different solution for price revision. The proposal will be accordingly evaluated as indicated in the Award Criteria.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
56	13/10/2014 20:52	16/10/2014 14:36	Questions Model Contract 4) I.4.1	31: At this point Contractor is not yet familiar with the content of the Specific Agreement or Order Form. In certain situations it may unreasonable to expect from Contractor to unconditionally agree to a Specific Agreement or accept an Order Form. Therefore, Contractor proposes to add the following phrase to the first paragraph: "unless Contractor can demonstrate it has reasonable grounds not to accept the request for Services at issue" and to the second paragraph "unless Contractor can demonstrate it has reasonable grounds not to accept the Specific Contract at issue". Does Eurojust agree thereto?	16/10/2014 The tenderer is allowed to choose, whether to agree to the Article I.4.1 and propose the relevant working days by completing the text or to propose completely different way of implementation of the contract. The proposal will be accordingly evaluated as indicated in the Award Criteria. In addition, templates of Specific Contract and Order form are annexed to the Model Contract (Annex D) in the Annex III.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
57	13/10/2014 20:52	16/10/2014 14:37	Questions Model Contract 5) I.9	32: Contractor cannot agree to termination of the contract without cause with a notice period of 6 months without due compensation. The contract is concluded for a minimum term of 3 years. On that basis Contractor builds a business case justifying the prices, discounts, etc. that can be offered to Eurojust. In the event the contract can be terminated earlier without compensation the business case no longer justifies the offer. Therefore, Contractor proposes that in the event either Party wishes to terminate the contract of its own volition it shall request the other party to agree thereto. Provided the other Party agrees, the requesting Party shall be entitled to terminate the contract provided six months formal prior written notice is served and the other Party is entitled to a reasonable financial compensation from the requesting Party. Can Eurojust agree to modify the clause accordingly?	16/10/2014 The tenderer is allowed to choose, whether to agree to the Article I.9 or to propose completely different solution regarding the termination by either Contracting Party. The proposal will be accordingly evaluated as indicated in the Award Criteria.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
58	13/10/2014 20:52	16/10/2014 14:42	Questions Model Contract 6) (I.13) I.10.1	33: Contractor cannot agree to the condition that payment of the first invoice is subject to approval of the SLA. It would be unreasonable as Contractor would in fact have to agree to any demands of Eurojust with respect to the content of the SLA. Needless to say this has an unacceptable impact on Contractor's negotiation position. Does Eurojust agree to delete the last phrase of this clause?	16/10/2014 No, this condition in the Article I.13.1 will not be deleted. In addition, I.10.1 number is incorrect, please read the Article I.10.1 as I.13.1.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
59	13/10/2014 20:53	16/10/2014 14:47	Questions Model Contract 8) I.11.1	<p>34: Contractor cannot agree to the clause as currently formulated, since the software at issue might be developed or delivered by third parties and is as such not (fully) under Contractor's control. Contractor nevertheless understands that it is primarily responsible in this regard and as such proposes to modify the phrase as such: "The Contractor shall take all reasonably required appropriate steps to ensure that any Software or Hardware supplied, installed or developed at Eurojust by the Contractor or his staff do not contain any mechanism (malware code, e.g. including, but not limited to, viruses, etc) which could compromise their proper operation or that of any other Products or systems at Eurojust. The reasonable cost of repairing the damage caused by such a mechanism shall be borne entirely by the Contractor, unless that would be unreasonable under the given circumstances." Does Europol agree to apply this modification?</p>	<p>16/10/2014 No, this article will not be amended. In addition, I.11.1 number is incorrect, please read the Article I.11.1 as I.14.1.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
60	13/10/2014 20:53	16/10/2014 14:50	Questions Model Contract 9) I.16.1	35: Contactor cannot agree to this clause since it would be highly impractical and in some cases even unworkable considering the amount of changes occurring on a yearly basis within a large international company. Moreover, Contactor does not see the interest Eurojust has in being informed of all the changes mentioned in the clause. Therefore, Contractor proposes to reformulate the clause as such that it is obliged to inform Eurojust merely of such changes that could impact Eurojust or the execution of the contract. Does Eurojust agree to such a text adjustment?	16/10/2014 The tenderer is allowed to choose, whether to agree to the Article I.16 or to propose different other specific conditions. The proposal will be accordingly evaluated as indicated in the Award Criteria.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
61	13/10/2014 20:53	16/10/2014 14:52	Questions Model Contract 10) II.1.2 b	36: This clause would be unacceptable for Contractor to the extent Eurojust itself would under the given circumstances and in accordance with the applicable laws and regulations be responsible for obtaining the required license or permit in accordance with. Therefore, Contractor suggests to modify the clause as follows: "b) The Contractor shall sole primary responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed, unless it would under the given circumstances and in accordance with the applicable laws and regulations be Eurojust's responsibility. Does Eurojust agree to modify this clause accordingly or to reformulate the clause in another manner with a similar meaning?	16/10/2014 No, the Article II.1.2 (b) will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
62	13/10/2014 20:54	16/10/2014 14:54	Questions Model Contract 11) II.1.2 g	37: Contractor is responsible for its staff and the proper execution of its contractual obligations and cannot be expected to unconditionally replace staff at Eurojust's request, even if the latter has good grounds to do so. Contractor is willing to agree to this clause provided that it can reject such a request, provided it can demonstrate it has reasonable grounds to do so. Does Eurojust agree to add this condition to the clause?	16/10/2014 No, the Article II.1.2 (g) will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
63	13/10/2014 20:55	16/10/2014 14:55	Questions Model Contract 12) II.1.2 I	38: This clause can be accepted by Contactor provided it is modified as follows: "Should the Contractor fail to perform one or more of its material obligations under the Contract in accordance with the provisions laid down therein, Eurojust shall send Contractor a written notice of default detailed to best effect, in which Contractor is offered a reasonable period for fulfilment. If fulfilment within this period has not been forthcoming, Eurojust may – without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, Eurojust may impose penalties or liquidated damages provided for in Article II.4. Does Eurojust agree to modify the clause accordingly?	16/10/2014 No, the Article II.1.2 (i) will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
64	13/10/2014 20:56	16/10/2014 14:58	Questions Model Contract 13) II.2 part 2	38: Contractor will not be responsible for the following circumstances and not liable for any consequential damage or for any damage other than the direct damage as defined in the above in this article: indirect damage, consequential loss, trading loss, loss due to business interruption, loss of profit, missed savings, reduced goodwill, immaterial damage, damage resulting from the claims of purchasers of Eurojust and End-Users, mutilation or loss of data, as well as damage relating to the use of items, materials, software or suppliers prescribed by Eurojust; Eurojust should give written notice of any damage that has arisen as soon as possible, though no later than within six weeks of the date of discovery of the damage or the date on which the damage could reasonably have been discovered. Contractor will not be obliged to pay compensation for any damage that was not reported in writing within this term." Does Eurojust agree to insert this clause?	16/10/2014 The tenderer is allowed to choose, whether to agree to the Article II.2 or to propose completely different solution regarding the liability. The proposal will be accordingly evaluated as indicated in the Award Criteria.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
65	13/10/2014 20:58	16/10/2014 15:01	Questions Model Contract 14) II.4	39: Contractor cannot accept this clause because it does not accept that liquidated damages should be available in any circumstances under this contract and Contractor should first receive a written notice of default detailed to best effect, in which Contractor is offered a reasonable period for fulfilment. If fulfilment within this period has not been forthcoming and Eurojust can demonstrate to have suffered damages as a result thereof, Eurojust may seek to recover those losses in accordance with the principles of Dutch law and subject to the terms of the contract. Does Eurojust accept an adjustment of this clause on this basis?	16/10/2014 No, the Article II.4 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
66	13/10/2014 20:59	16/10/2014 15:05	Questions Model Contract 16) II.5.2	40: Contractor cannot agree to this clause. Contractor should be entitled to receive payment of the invoices corresponding with the contractual obligations it has fulfilled. In the event one or more invoiced contractual obligations have not been fulfilled Eurojust is entitled to raise written objections against that invoice and possibly suspend payment of the part of the invoice to which the objection is related. Provided the objections are justified, Contractor shall correct the error by means of a credit invoice. Does Eurojust agree to adjust the clause accordingly?	16/10/2014 No, the Article II.5.2 will not be amended.
67	13/10/2014 21:18	16/10/2014 15:08	Questions Model Contract 17) II.6.2	41: Contractor can accept this provided that the right to suspend would merely apply to the part of the invoice that is being objected to. Does Eurojust agree to amend the clause accordingly?	16/10/2014 No, the Article II.6.2 will not be amended.
68	13/10/2014 21:18	16/10/2014 15:12	Questions Model Contract 19) II.10.1	42: Contractor can agree to this clause provided that it is added that Eurojust shall not withhold its authorisation, unless it demonstrates it has reasonable grounds to do so (or any other formulation with a similar meaning). Does Eurojust agree to amend the clause accordingly?	16/10/2014 No, the Article II.10.1 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
69	13/10/2014 21:19	16/10/2014 15:14	Questions Model Contract 20) II.11.1	43: Contractor can agree to this clause provided that it is added that Eurojust shall not withhold its authorisation, unless it demonstrates it has reasonable grounds to do so (or any other formulation with a similar meaning). Does Eurojust agree to amend the clause accordingly?	16/10/2014 No, the Article II.11.1 will not be amended.
70	13/10/2014 21:19	16/10/2014 15:15	Questions Model Contract 21) II.12.1 f	44: Contractor can accept this clause provided that the clause is adjusted as follows: "where the Contractor is in breach of his obligations under Article II.3, unless that would be unreasonable or disproportionate considering the offence at issue." Does Europol agree thereto?	16/10/2014 No, the Article II.12.1 (f) will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
71	13/10/2014 21:19	16/10/2014 15:21	Questions Model Contract 22) II.12.4	45: Contractor cannot agree to the condition that Eurojust shall be entitled to claim any damage suffered and recover any sums paid under the contract. Compensation for damages should in any event be limited to direct damages suffered by Eurojust as described in the text proposal above with respect to Art. II.2. Further, recovery of amounts paid to Contractor should be limited to those amounts that are paid for Products or Services that have or will not be delivered by Contractor. Further, regarding the last paragraph of this article, Contractor can only agree to this condition provided that the amount owed by Contractor for costs incurred by Eurojust is limited to those costs that have been reasonably made and are in conformity with general market prices for comparable products or services under the given circumstances. Does Eurojust agree to modify accordingly?	16/10/2014 No, the Article II.12.4 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
72	13/10/2014 21:19	16/10/2014 15:23	Questions Model Contract 25) II.18	46: This article is not acceptable for Contractor. Merely to the extent such use, distribution, etc. of the described data resulting from a legal obligation from Eurojust, this can be allowed. In such event Eurojust shall inform Contractor of such use, distribution, etc. of its data. In any other event (i.e. not resulting from a legal obligation), Eurojust shall be obliged to request prior written permission from Contractor. Does Eurojust agree thereto?	16/10/2014 No, the Article II.18 will not be amended.
73	13/10/2014 21:20	16/10/2014 15:24	Questions Model Contract II.19	47: Contractor cannot agree to the fact that it is not entitled to claim compensation on account of suspension of the Contract in the event it proves (afterwards) there was no reasonable ground for suspension. It would be unreasonable for Contractor to have to bear this risk. Contractor proposes to replace this last phrase by the following. "In the event it proves (afterwards) there is no reasonable ground for the suspension, Contractor shall be entitled to claim compensation on account of suspension of the Contract and/or Specific Contract or Purchase Order or of any part thereof." Does Eurojust agree thereto?	16/10/2014 No, the Article II.19 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
74	13/10/2014 21:20	16/10/2014 15:29	Questions Model Contract III.1.2	48: Eurojust shall merely receive a non-exclusive, non-transferable, revocable right, not subject to sublicense, to use the Items and/or Services during the Contract term, and only for the normal purpose intended by the Supplier. Hence, if the Contract is terminated, Eurojust shall no longer be entitled to (use) the commissioned software, unless express and specific other agreements in this respect have been concluded between the Parties. Does Eurojust agree to delete this article?	16/10/2014 No, the Article III.1.2 will not be deleted.
75	13/10/2014 21:21	16/10/2014 15:35	Questions Model Contract III.1.3.1	49: Parties agree on fixed prices as a result of this tender procedure. It should not be Parties' intention to re-open price negotiations after the Contract has been concluded. Contractor can agree to offer competitive prices during the Contract term. From Eurojust's perspective this obligation will be covered by means of the benchmark clause to be agreed upon. Does Europol agree to delete this clause?	16/10/2014 No, the Article III.1.3.1 will not be deleted.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
76	13/10/2014 21:21	16/10/2014 15:44	Questions Model Contract III.1.4	50: Contractor is of the opinion that Eurojust's requirement for price adjustments (except to extent the Parties have so expressly agreed) is in contradiction with the applicable fixed prices resulting from this tender procedure in combination with the benchmark clause which provides Eurojust sufficient security that the applicable prices are market conform and on that basis proposes to delete this article. Does Europol agree thereto?	16/10/2014 No, the Article III.1.4 will not be deleted. Please note that according to the terms of the precedence, the terms set out in the Special Conditions and in the Service Level Agreement (for Lot1) shall take precedence over those in the other parts of the Contract.
77	13/10/2014 21:21	16/10/2014 15:48	Questions Model Contract III.1.5.1	51: Contractor cannot accept to be liable for payment of liquidated damages in the event an invoice is sent late. Especially since a payment term of 30 days applies from the moment of receipt of the invoice by Eurojust there is no valid ground for Eurojust to claim such damages. Does Europol agree to delete this last phrase?	16/10/2014 No, this phrase of the Article II.1.5.1 will not be deleted.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
78	13/10/2014 21:22	16/10/2014 15:51	Questions Model Contract III.1.5.2	52: Contractor can agree to this clause provided that it is adjusted as follows: "Purchases shall be invoiced when the relevant Consignment note, or, where applicable, the Certificate of conformity has been signed. The relevant Consignment note, or where applicable, the Certificate of Conformity shall be signed promptly after delivery of the Product or Service corresponding therewith is completed." Does Eurojust agree thereto?	16/10/2014 No, the Article III.1.5.2 will not be amended.
79	13/10/2014 21:22	16/10/2014 15:52	Questions Model Contract III.1.5.3	53: Contractor can agree to this clause provided that it is adjusted as follows: "One-off license fees shall be invoiced when the relevant Consignment note, or, where applicable, the Certificate of conformity has been signed. The relevant Consignment note, or where applicable, the Certificate of Conformity shall be signed promptly after the One-off license corresponding therewith has been provided." Does Eurojust agree thereto?	16/10/2014 No, the Article III.1.5.3 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
80	13/10/2014 21:23	16/10/2014 15:54	Questions Model Contract III.2.1.4	54: The provision of Software execution guarantees is not in line with generally applicable conditions in the relevant market sector. Moreover, Eurojust has sufficient assurance that the Products and Services provided function properly as a result of Contractor's general contractual obligations and means of remedy in case of failure to do so. Does Europol agree to delete this clause?	16/10/2014 No, the Article III.2.1.4 will not be deleted.
81	13/10/2014 21:23	16/10/2014 15:55	Questions Model Contract III.2.1.7	55: Since it is entirely depending on the failure at issue to determine what would be a reasonable delay to repair it, this cannot be agreed to. Furthermore, Parties will enter into an SLA Agreement in which specific repair times will be agreed upon. Does Europol agree to delete this clause?	16/10/2014 No, the Article III.2.1.7 will not be deleted. In addition, according to the precedence of the terms (page 5 of the Contract) it is stated in the Contract that the terms set out in the Special Conditions and in the Service Level Agreement (for Lot 1) shall take precedence over those in the other parts of the Contract. It means that in any case specific repair times described in the Service Level Agreement will prevail.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
82	13/10/2014 21:23	16/10/2014 15:57	Questions Model Contract III.2.2.	56: The conditions are very broadly formulated and basically Contractor is required to prematurely agree to any security measures as seen fit by Eurojust. This is not reasonable and cannot be accepted by Contractor. Contractor can agree to be bound by any reasonable security measures or regulations implemented by Eurojust, including the request to remove or replace one or more of Contractor's employees on reasonable grounds to be demonstrated by Eurojust within a reasonable delay. In any event all obligations laid down herein should be applied in a reasonable manner. Does Eurojust agree to modify the article accordingly?	16/10/2014 No, the Article III.2.2 will not be amended.
83	13/10/2014 21:23	16/10/2014 16:01	Questions Model Contract III>2.3.1	57: "This clause is acceptable for Contractor provided it is adjusted as follows: "- to protect and indemnify Eurojust against all third-party claims or actions alleging a breach of their Intellectual property rights, or a use of such Software or other protected material in contravention with the present Article, unless Contractor cannot reasonably be held responsible for such breach under the given circumstances." Does Europol agree thereto?	16/10/2014 No, the Article III.2.3.1 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
84	13/10/2014 21:24	16/10/2014 16:05	Questions Model Contract III.2.7	58: Contractor does not understand why maintenance may not commence until the guarantee has expired. Further, use of the Product should always be in accordance with the applicable user instructions and exclusively for the intended purpose for which it has been designed and in accordance with the relevant Contractual conditions. Does Europol agree to this?	16/10/2014 No, the Article III.2.7 will not be amended.
85	13/10/2014 21:24	16/10/2014 16:06	Questions Model Contract III.2.7	59: Contractor does not understand why maintenance may not commence until the guarantee has expired. Further, use of the Product should always be in accordance with the applicable user instructions and exclusively for the intended purpose for which it has been designed and in accordance with the relevant Contractual conditions. Does Europol agree to this?	16/10/2014 Please see Question84
86	13/10/2014 21:24	16/10/2014 16:06	Questions Model Contract III.2.7.2	60: Contractor can only agree thereto under the condition that this right is subject to Contractor's specific prior written approval and to the condition that any failure or damage resulting from Eurojust's (or on behalf of Eurojust) interference described herein shall be for the account of Eurojust. Does Eurojust agree thereto?	16/10/2014 Please see Question84

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
87	13/10/2014 21:25	16/10/2014 16:07	Questions Model Contract III.2.7.3	61: This is not acceptable. In respect of the execution of this Contract Eurojust primarily acts as a private party and in any event Contractor should be entitled to rights to inspect the Products to the extent those are required for a proper execution of the contract. Does Europol agree thereto?	16/10/2014 Please see Question84

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
88	13/10/2014 21:25	16/10/2014 16:09	Questions Model Contract III.2.10	62: "Benchmarking is acceptable for Contractor provided that the following conditions apply: Benchmarking may be executed only once per year and not during the first year of the Contract term; if the external benchmark results in a Total Cost of Ownership of Eurojust that is at least 10% higher than the external comparator total cost of ownership Contractor will have 30 Business Days to propose a revised commercial offering to adapt the Eurojust's Total Cost of Ownership in such a way that this will be less than 10% higher than the external comparator total cost of ownership. Total Cost of Ownership shall mean: - Total cost of voice and data calls and downloads based on the current tariffs; - Total cost and value of handsets and infrastructure; - Any subsidies that the contractor has granted to the Contracting Party. Does Eurojust agree to these benchmarking conditions?"	16/10/2014 No, the Article III.2.10 will not be amended.
89	13/10/2014 21:25	16/10/2014 16:10	Questions Model Contract III.3	63: Contractor is not sure whether this section applies to the Products that form the subject of this Tender. Can Eurojust confirm or deny that this section will be applicable?	16/10/2014 Please see Question18

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
90	13/10/2014 21:26	16/10/2014 16:12	Questions Model Contract (To be disregarded if Section III.3 is not applicable) III.3.1.2	<p>64: "Contractor cannot agree to the condition that failure to meet the delivery date shall be considered as damage in the sense of Article II.4 of the General Conditions. Contractor shall not be liable for any damages until it has received a written notice of default from Eurojust detailed to best effect, in which it has been given a reasonable period for fulfilment and fulfilment within this period has not been forthcoming. Any right to compensation as a result of failure to meet a delivery date shall be in accordance with the conditions stated in the Contract. Does Europol agree hereto?</p> <p>Further, the second paragraph is acceptable provided it is adjusted as follows: "Should the Contractor be unable to deliver on the specified Delivery date or fail to deliver on the extended date provided in the written notice of default, it must then supply an equivalent Complex hardware product or System with Eurojust's prior consent."</p> <p>Further, Contractor proposes to modify the fourth paragraph into: "Where Eurojust has incurred costs vis-à-vis a third party by reason of a delay in delivery or commissioning attributable to the Contractor,</p>	<p>16/10/2014 Please see Question 18</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
				attributable to the Contractor, including the additional delay set in the written notice of default, then the Contractor shall reimburse those costs reasonably incurred by Eurojust as a result of the delay upon production of supporting documents, provided that Eurojust has notified the Contractor by a Means of Communication of the risk of incurring damages due to the late delivery soon after having been informed of the Contractor's inability to deliver on time." Does Eurojust agree thereto?"	

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
91	13/10/2014 21:27	16/10/2014 16:16	Questions Model Contract III.4.1.2 Part 2	64: Products may be subject to quantitative and qualitative checks by Eurojust within five (5) working days. The receipt of each delivery of Products shall be then recorded in a Consignment note signed by Eurojust. Such Consignment note will be established as stated in Article II.1.1 of the General Conditions. If no Certificate of conformity has been issued at the end of the one month acceptance period stated in Article II.1.1 of the General Conditions and SLR and if no notification of faulty operation is pending, Eurojust is considered as having accepted the other than Complex hardware product. Unless expressly requested by Eurojust, partial delivery of an item of an Order Form/Specific Contract is not allowed." Does Eurojust agree thereto?	16/10/2014 No, the Article III.4.1.2 Part 2 will not be amended.
92	13/10/2014 21:27	16/10/2014 16:16	Questions Model Contract III.3.4.2	65: No leasing or rental formula shall be applicable since Parties shall agree on specific prices in the event of leasing or renting of Products based on the Contract. Does Europol agree to delete this clause?	16/10/2014 No, the Article III.3.4.2 will not be deleted.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
93	13/10/2014 21:27	16/10/2014 16:17	Questions Model Contract III.5.1.1	66: In case there is a need for a specific delivery delay for software that will have to be agreed upon between the Parties in a Specific Contract. Otherwise, the delivery delay for the Software will be in line with the delivery delay for the Product or Service itself. As such, there is no need for this clause and to agree on a modified version thereof. Does Europol agree to delete this clause?	16/10/2014 No, the Article III.5.1.1 will not be deleted.
94	13/10/2014 21:28	16/10/2014 16:20	Questions Model Contract III.5.3.1, 2, 3 and 4	67: The provision of Software guarantees is not in line with generally applicable conditions in the relevant market sector. Moreover, Eurojust has sufficient assurance that the Products and Services provided function properly as a result of Contractor's general contractual obligations and means of remedy in case of failure to do so. Does Eurojust agree to delete this clause?	16/10/2014 No, the Article III.5.3 will not be deleted.
95	13/10/2014 21:28	16/10/2014 16:21	Questions Model Contract III.5.7	68: Contractor doubts whether engaging an escrow rider is required at all times and for all products and proposes to agree on such a clause only if it's necessary. Does Europol agree to delete the clause?	16/10/2014 No, the Article III.5.7 will not be deleted.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
96	13/10/2014 21:29	16/10/2014 16:22	Questions Model Contract III.6.3	69: The items covered in this section will be covered more specifically in the SLA that will be agreed upon between the Parties. In order to avoid any confusion between the clauses in the different documents Contractor proposes to delete this section.	16/10/2014 No, the Article III.6.3 will not be deleted. In addition, according to the precedence of the terms (page 5 of the Contract) it is stated in the Contract that the terms set out in the Special Conditions and in the Service Level Agreement (for Lot 1) shall take precedence over those in the other parts of the Contract. It means that in any case the terms described in the Service Level Agreement will prevail.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
97	13/10/2014 21:29	16/10/2014 16:25	Questions Model Contract III.7.5 .3	70: This can be accepted by Contractor provided that the article is adjusted as follows: "When a change of staff or Informatics Services is unavoidable there should be a ten-day period of adjustment when both the replacement and original personnel should work side by side for training and transfer of relevant information, unless that is reasonably not possible under the given circumstances (e.g. due to illness of an employee concerned). The costs of this period of adjustment shall be borne by the Contractor. In no event shall the Contractor be able to plead a change of staff as a reason for not meeting any of its obligations, in particular with regard to deadlines and quality. For all tasks with a low degree of substitutability, for example project coordination, studies and development, the Contractor shall ensure that staff are changed as little as possible only in the event of 'force majeure'. Eurojust must be notified in advance of any staff changes and reserves the right to refuse them." Does Eurojust agree hereto?	16/10/2014 No, the Article III.7.5.3 will not be amended.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
98	13/10/2014 21:29	16/10/2014 16:26	Questions Model Contract III.8.2.3	71: This clause is acceptable to Contractor provided it is added that it merely applies if the Parties have not agreed differently in the Specific Contract. Does Eurojust agree to apply this condition here?	16/10/2014 No, the Article III.8.2.3 will not be amended.
99	10/10/2014 14:04	16/10/2014 16:30	Questions and Answers	Answers to the various question often lead to more questions or the need for more detail or further explanation. Is Eurojust willing to provide a second round of questions to all suppliers, in order to provide an opportunity for further explanation or detailing?	16/10/2014 Please be informed that the deadline for dispatching tenders will be extended by 10 working days. Consequently also the deadline for questions will be extended. Corrigendum regarding the deadlines will be published in e-Tendering and in the contract notice.
100	10/10/2014 14:04	16/10/2014 16:33	Planning	According to the planning of this Tender, only 5 (working) days remain between the last day of submitting questions and the date of submitting of the proposal. Effectively the number of days will be less, as the answers to the questions will not be available only a certain time after submitting the questions. This will ultimately lead to a potentially lower quality proposal from any supplier. Is Eurojust willing to extend the period between the last day of for submitting questions and the day for submitting the proposal by for instance one week?	16/10/2014 Please be informed that the deadline for dispatching tenders will be extended by 10 working days. Corrigendum regarding the deadline will be published in e-Tendering and in the contract notice.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
10 1	13/10/2014 21:35	16/10/2014 16:34	RFP Q&A round	72: Bidder believes that due to the amount of questions, bidder requests a second round of questions to improve the quality of proposal for Eurojust.	16/10/2014 Please be informed that the deadline for dispatching tenders will be extended by 10 working days. Consequently also the deadline for questions will be extended. Corrigendum regarding the deadlines will be published in e-Tendering and in the contract notice.
10 2	13/10/2014 21:36	16/10/2014 16:35	RFP deadline	73: Bidder requests to postponed the deadline for dispatching the tender, to respond to the Q&A round and prepare the proposal for Eurojust.	16/10/2014 Please be informed that the deadline for dispatching tenders will be extended by 10 working days. Corrigendum regarding the deadline will be published in e-Tendering and in the contract notice.
10 3	21/10/2014 12:27	21/10/2014 14:06	Annex C Pricing Form	In Annex C Pricing Form Internet Services we find the following confusing information: In 2.1. Installation costs it is not explicitly stated that on both Maanweg and Saturnusweg an Internet connection with backup route is requested (it stated costs for 1 CPE). Is it possible to clarify (so in total 2 x 2 fiberroutes requested).	21/10/2014 This cost is for one (1) installation only. In the final implementation, should Eurojust require multiple installations, the total cost will be multiples of the cost given here. The tenderer must be aware that they commit to this cost for each implemenation.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
104	21/10/2014 12:27	21/10/2014 14:07	Annex C Pricing Form	At 2.1 It is not clear if Eurojust request 100 Mb on Maanweg and 100 Mb on Saturnusweg or 50 Mb on Maanweg and 50 Mb on Saturnusweg (total 100 Mb).	21/10/2014 The cost is of one (1) 100Mb connection to one (1) location. Eurojust understands and expects that additional connections will be multiples of this cost. The tenderer must be aware that they commit to this cost for each implementation.
105	21/10/2014 12:28	21/10/2014 14:11	Annex C Pricing Form	Same as in the previous questions applies for 2.2. Recurring costs	21/10/2014 The cost is of one (1) 1Gb connection and equipment. Eurojust understands and expects that additional connections will be multiples of this cost. The tenderer must be aware that they commit to this cost for each implementation.
106	21/10/2014 12:28	21/10/2014 14:12	Annex C Pricing Form	Text at 2.2. "Move to Eurojust Premises Upgrade to 1 Gbps for the new connection" seems to be on the wrong entry and is as such confusing (should be in row 50). Text here should be probably "total monthly costs (beginning of contract)".	21/10/2014 The text is incorrect (row 38, Lot 1 - Internet) it should read: Costs for Internet connection to Maanweg & Saturnusstraat. The text given in the cell should be the heading for section 2.3 (row 41). The Pricing Form (Annex C) will be updated. The new version will be available on e-Tendering.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
107	21/10/2014 12:28	21/10/2014 14:13	Annex C Pricing Form	At Move & Migration costs to new premises: Additional monthly cost – local loop and hardware (rental of infrastructure) is mentioned twice (in line 54 and 56). Why?	21/10/2014 Section 2.3, Row 56 (Lot 1 - Internet) is a duplicate of row 54 and should be ignored. It will be deleted and the Pricing Form (Annex C) will be updated. The new version will be available on e-Tendering.
108	21/10/2014 12:28	21/10/2014 14:15	Annex C Pricing Form	In Annex C tab Prices Complementary Services it is not possible to fill in prices since these depend on location, bandwidth and service level.	21/10/2014 Financial information for complementary services will not be considered or evaluated in the tender award process. Only technical part of complementary services will be evaluated. If the tenderer is capable to provide these services, the tenderer should supply any information and material (marketing, technical, etc.) available including generic price list. The information may be supplied in any format including links to electronic publications, general marketing sale and material is acceptable. The reason this information must be made available is: should Eurojust wish to purchase any complementary service during the lifetime of the contract the service must be included in the list of services available from the tenderer on conclusion of the framework contract.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
109	23/10/2014 15:12	29/10/2014 14:55	Annex C: _Financial Proposal, Tab "Lot 1 - Landline Telephone"	In Annex C: _Financial Proposal, Tab "Lot 1 - Landline Telephone" Eurojust prognoses the outbound call volume to grow with 10% each year. In cells E122 – E127 the formula used to calculate this is *101. Supplier assumes this is a mistake and should be *1.1. Can Eurojust confirm this?	<p>29/10/2014 There is an error in the formula for cells E122 to E127. The value should be 1.1 not 101. Please, see the corrected Annex C (Tab - Lot 1 Landline Telephone).</p> <p>29/10/2014 The following similar question was received via e-mail:</p> <p>In the pricing sheet Tab landline Telephony a destination is missing for year 3. In year 4 and 5 an increase with a factor 101 is expected. This must be a mistake. Can you send us an correct Excel sheet?</p> <p>Annex C -Tab Lot 1 Landline Telephone - has been corrected.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
110	23/10/2014 15:12	29/10/2014 14:57	Telephony Call volumes	<p>In Annex A, Technical Specification Lot 1, on page 7 of 19, the historical usage for Landline Telephony is given.</p> <p>The "Total Duration" for both "Netherlands, Mobile" and "Netherlands Fixed Lines" are exactly the same (838:59:59). This strikes the Supplier as rather odd. Supplier understands that for comparison between Suppliers, it will not make a difference, but Supplier would like to have this confirmed.</p> <p>Can Eurojust confirm this Total Duration is correct? Can Eurojust confirm that the given Total Duration will remain the same and that these are the volumes Suppliers will need to quote?</p>	<p>29/10/2014</p> <p>Yes, Eurojust can confirm that the mentioned numbers are correct; however, please note that quantities and requirements may change considerably during the implementation and duration of the contract; therefore, Eurojust will not be liable to compensate the contractor if volumes are lower than originally estimated (please, see additional information on page 7 (below the table)). It means that Eurojust cannot confirm that the mentioned total duration will remain the same and that these are the volumes the suppliers need to quote. The mentioned historical data are only for information.</p>
111	27/10/2014 20:59	29/10/2014 15:02	Lot 1 Technical Specifications page 12.	114 Please explain why Eurojust needs a Tier 2 fiber glass connection?	<p>29/10/2014</p> <p>Unclear why the tenderer requires this should be changed. The tenderer can enter the value they propose and add a covering note defining what the charge covers.</p>
112	27/10/2014 21:00	29/10/2014 15:18	Lot 1 Technical Specifications page 12.	115: Bidder would like to understand what the requirements of a Tier 2 connection are, can Eurojust explain this?	<p>29/10/2014</p> <p>Tier 1 is a Internet backbone connection. Tier 2 connections are directly connected to main land hubs. Eurojust currently has connections to the Amsterdam and Rotterdam hubs.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
113	27/10/2014 21:00	29/10/2014 15:19	Question 36 - Lot 1 Technical Specifications page 12	116 Perhaps Eurojust means overbooked?	29/10/2014 Question is unclear, the reference cannot be found in the document at the page indicated.
114	27/10/2014 21:01	29/10/2014 15:19	Question 36 - Lot 1 Technical Specifications page 12	117: Does Eurojust agree that fiber glass is Symmetric and ADSL A-symmetric?	29/10/2014 Eurojust agrees to this definition.
115	27/10/2014 21:01	29/10/2014 15:21	Lot 1 Technical Specifications page 7.	118: Bidder requests Eurojust to confirm that total duration of Netherlands Mobile and Netherlands Fixed Lines are correct.	29/10/2014 Please see Question110
116	27/10/2014 21:01	29/10/2014 15:24	RFP awarding	119: Bidder points out that at this moment it is not clear how the criteria quality is evaluated. This is in contradictory to the goal of transparency in the "Aanbestedingswet 2012". Bidder believes that at this moment there is too much subjectivity possible. We request Eurojust to improve the level of transparency by publishing the amount of numbers that can be scored per requirement/question and how these points will be awarded.	29/10/2014 Quality Award Criteria are mentioned in the paragraph 2.5. of the Invitation to tender and they will be evaluated based on the questions specified in the Technical Proposal Form (Annex B). Please see also Question4
117	27/10/2014 21:01	29/10/2014 15:32	Annex C Financial Proposal	120: In tab "Financial Scenario" bidder sees that the proposed value of the offer is multiplied by 50%, bidder requests a clarification from Eurojust what the purpose of this sum is.	29/10/2014 This is only for evaluation purposes. The Financial scenario for evaluation will be used in the final formula in order to find the most economically advantageous tender.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
118	27/10/2014 21:08	29/10/2014 15:35	Annex C Financial Proposal	Bidder requests Eurojust to add in tab Landline Telephony "Outbound calls from Eurojust fixed numbers to": a set up fee per call to Fixed numbers and a set up fee per call to Mobile numbers.	29/10/2014 Unclear why the tenderer requires this should be changed. The tenderer can enter the value they propose and add a covering note defining what the charge covers.
119	27/10/2014 21:32	29/10/2014 15:39	Annex C Financial Proposal	Bidder requests Eurojust to add in tab Landline Telephony "Outbound calls from Eurojust fixed numbers to": and a set up fee per call to Mobile numbers within Eurojust. Please specify the amount of calls and the total duration to Mobile numbers within Eurojust Mobile numbers.	29/10/2014 Unclear why the tenderer requires this should be changed. The tenderer can enter the value they propose and add a covering note defining what the charge covers.

Generated on the 17/04/2024 03:57:31 - Generation time 59 ms