



## EUROPEAN UNION RULE OF LAW MISSION IN KOSOVO

### EULEX KOSOVO

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### CLARIFICATIONS (2)

**PUBLICATION REFERENCE: EuropeAid/130172/D/SUP/XK/Supply of Software Licenses**

#### **1. Questions regarding the Tender Dossier and Special Conditions**

No.	Question	Answer
1	Participation is open to all nationalities covered by the financing programs. Since no specific description can be found which particular countries are eligible to participate in this tender <b>may we kindly ask you to name all countries explicitly, which are eligible for participation In this tender?</b>	Rules of participation is met by companies established in : <ul style="list-style-type: none"><li>- a Member State of the European Union,</li><li>- an official candidate country,</li><li>- a country that is a beneficiary of the Instrument for Pre-Accession Assistance,</li><li>- a Member State of the European Economic Area,</li><li>- a country of the Western Balkans region or</li><li>- a contributing third State, to EULEX KOSOVO, Switzerland, Turkey, Croatia, the US and Canada.</li></ul>
2	<b>Which kind of warranty is required for Software licenses</b> (in item 32.1 ii of the Special conditions is written, that "The warranty must in particular cover all defects and must include parts, labour and deliveries required to correct any defects")? <b>What "defects" in particular are meant with this considering that malfunctions of the software can be only caused by improper operation?</b>	The warranty regulated in article 32 of the Special Conditions, refers to the Contractual Warranty and should cover, as specified, those extremes which can refer to the supply of Software licenses.  Due to the nature of this supply, those that cannot be covered should be understood as Not Applicable.

## 2. Questions regarding Technical Specifications

No.	Question	Answer
1	<b>Please specify what kind of support tenderers should provide?</b>	Contractors must provide support upon the Contracting Authority's request and this support can be either during installation, configuration or maintenance of the product (e.g. on-site support for installing and configuring a particular application).
2	<b>Which maximum reaction time is required by the support?</b>	Normally we expect next business day response unless otherwise specified in technical specifications.
3	<b>Which maximum period for elimination of malfunction is required?</b>	Normally we expect next business day response unless otherwise specified in technical specifications.
4	<b>Will "remote support" and/or standard online support provided by the manufacturer be accepted by the beneficiary?</b> If not: please specify for which malfunctions a personal on-site-presence of a service-technician is required and whether this presence will be remunerated in the event, that the malfunction resulted from improper operation of the software?	Online and/or remote support is acceptable, but there may be cases where the presence of a specialized engineer is required. This presence must be included in the cost and will not incur additional costs to the Contracting Authority.
5	Open Value Licensing: In the Tender dossier is mentioned: "Microsoft Licenses must fall under Open Value volume licensing agreement for 3 years term which includes L& A (License & Software Assurance) and all benefits connected to it. a further charges should arise after this purchase and licenses must become perpetual after the expiration of the agreement." <b>What kind of Open Value -Is It Just Open Value or Open Value Company – wide</b> (all park of desktop personal computers. in this case. 800+ is licensed)?	It is just Open Value.
6	Upgrades. Updates and Patches: <b>Which kinds of upgrade ore necessary to provide:</b> Is it the standard updates which are provided by the manufacturers or do you	We require standard updates and patches that fix bugs and security issues within the software, standard updates that keep the software up-to-date (e.g. anti-virus definitions) and we also

<p>require on extended upgrade and update model? If the latter: can you please specify in detail which upgrade and update model is required for the different items (e.g.: Security Software of course needs to receive all actual updates to keep the protection current. Also upgrades within the version as like e.g. from 10.1 to 10.9 are included by standard. But, what about developments of new products e.g. from 10x to 11x which require a new license key?)</p>	<p>require the ability to upgrade to new versions of the software (e.g. 10.1 to 10.9) without the need to purchase a new license key. Of course, as far as Microsoft products are concerned, L&amp;SA enables us to use any version of the licensed software without additional cost.</p>
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