

Appendix C01, Template for Tenderer's questions (Information Notice), belongs to European Public Tender for Software Engineering Services in C#, Ref. WS2130801413, dated 30 September 2024

Date :	02/12/2024		
E-mail:	frank.wisker@tno.nl		
Questions about the European Public procurement tender procedure and/or the European Public procurement tender documents can be asked until no later than the closing date of the 'Closing date for submission of questions by Tenderers' as mentioned in the tendering schedule shown in Section 2.1.			
No.	Section nr. / subject	Questions Tenderer	Answers TNO
1	1.3.2 Current situation, vision of future requirements	From the tenderdocumentation we understand that the current system is based on C#.NET and is (will be?) hosted in Azure. Could the Contract Authority elaborate further on the technology stack and tools currently in use? Specifically major libraries, DBMS, source control, (automated) testing framework and CI/CD setup (if any)?	The tool described in section 1.3.2 is a desktop application based on C#.NET. It is not hosted in Azure. Here is a list of the main tools and third-party dependencies: 1) Software libraries used directly by the code: .NET, TypeScript, Material UI (MUI), React, Redux, Rxjs, DevExpress and DevExtreme (library used for the Time line rendering), DocFX (documentation building), SignalR (communication), and other smaller libraries used for different purposes or just present as a dependency of the above ones. 2) Tools used for building, testing and release: Visual Studio, Visual Studio Code, GitHub/GitHub Actions, PowerShell, Yarn, InnoSetup. 3) Tools for code editing, formatting and linting: Prettier, ESLint, Editorconfig, .NET analyzers. 4) Elements of runtime environment: .NET, Node.js, Electron.
2	1.3.2 Current situation, vision of future requirements	In order to assess the quality of the current product: is it possible to (temporarily) have access to the codebase for a review? If not, is it possible to have a short on-site technical demo/walkthrough of the codebase?	That is not feasible. Access to the code base will be granted after the contract has been signed.
3	1.3.2 Current situation, vision of future requirements	Can you share more about the quality of the UWISE product? How is the product tested? Are there any automated tests in place (e.g. end-to-end, unit tests) and how many test-cases have been defined? Is there a CI/CD infrastructure in place? Is there any documentation available and if so, can it be shared prior to the further phases of this tender?	The code is high quality and extensively covered by unit and integration tests. More details are not deemed relevant for this Tender and will be clarified when sharing the code base after the contract has been signed.
4	1.3.2 Current situation, vision of future requirements	Can you share anything about the size of the Uwise codebase? E.g. how many lines, files and classes are present?	UWISE consists of approx. 75k lines of source code.
5	1.3.2 Current situation, vision of future requirements	Can you share anything about the architecture and infrastructure of Uwise? How is the system currently deployed? Which hardware and middleware are required? Which technologies are used for the front-end?	See answers to questions nr. 1 and 35. Regarding system requirements, UWISE should run on all Windows versions newer than Windows 10 (1607+, 64-bit only). The modules are mainly CPU- and RAM-bound applications requiring >16GB of RAM and a CPU like Intel i7 8700 or equivalent to run smoothly.
6	1.3.2 Current situation, vision of future requirements	How many different organisations and users are currently working with UWISE? What are the expectations regarding user growth for the near future?	This question is not deemed relevant for this Tender.
7	1.3.2 Current situation, vision of future requirements	Can you share which party is currently performing development and maintenance on Uwise?	TNO cannot share current supplier base.
8	1.3.2 Current situation, vision of future requirements	What version of .NET is the software currently based on? Besides .NET Framework, what other 3rd-party libraries and technologies are used?	See answers to questions nr. 1 and 35
9	1.3.2 Current situation, vision of future requirements	Are the desktop components targeting Windows only or also other platforms? Are there plans to support more platforms in the near future?	At the moment the software targets Windows only and there are no plans to support other platforms.
10	1.3.2 Current situation, vision of future requirements	Besides Excel output, is there an API or another M2M interface offered to the users? Are there plans to offer one in the near future?	There is a Command Line Interface tool allowing users to run (batches of) simulations via the command prompt. TNO expects this API to be developed further in future projects to expand its functionality to provide the users with more flexibility when scripting the execution of simulation batches.
11	1.3.3 Objective, scope and content of the proposed Contract	What is the maximum number of hours the contractor should be able to deliver?	TNO refers tenderer to the Procurement Guide section 8.2, Preference 8.2.4 and the Price Sheet (Appendix A03).
12	1.3.3 Objective, scope and content of the proposed Contract	Could you please elaborate on the experice of Agile working? In what way is TNO currently working Agile?	TNO's expectations on Agile working are described in Appendix C02, Item 1.6.
13	1.3.3 Objective, scope and content of the proposed Contract	How is the project organized at TNO side? What is the expected (desired) frequency of collaboration between TNO staff and the development team?	The contract will consist of multiple project call off orders with a maximum of the amount of hours per year mentioned in the Procurement Guide section 8.2, Preference 8.2.4 and the Price Sheet (Appendix A03). Collaboration is organised in those projects.
14	1.3.3 Objective, scope and content of the proposed Contract	What percentage of total development hours is expected for " Support TNO staff in implementing and debugging complex simulation scenarios ", approximately?	Between 10-20% on average.

No.	Section nr. / subject	Questions Tenderer	Answers TNO
15	1.3.3 Scope and content of the Contract	Can you please confirm that the Software Engineering Services will be provided under the management and supervision of the Contractor?	TNO can confirm that the Software Engineering Services will be provided under the management and supervision of the Contractor.
16	1.3.3 Scope and content of the Contract	Due to our policies, based on which shareholders are given insight into the maximum exposure of contractual obligations, Contractor is expected to agree on a maximum penalty amount (on an annual basis). Are you therefore prepared to include: "with a maximum of EUR 75.0000 per calendar year"?	See answer to question nr. 68
17	1.3.3 Scope and content of the Contract	In this article, no distinction is made between liability for direct and indirect damages. Are you willing to exclude liability for indirect damages and supplement article 19 of the General Purchase Conditions as follows: 'Liability for indirect damage, including consequential damage, lost profit, missed savings, damage due to business stagnation and liability in the event of force majeure, is excluded.'	TNO is prepared to separate direct and indirect damage, whereby indirect damage is limited to only and exclusively the items 1. missed savings, 2. lost profit and 3. damage to reputation. See also answer to question nr. 68
18	1.3.3 Scope and content of the Contract	Due to our policies, based on which shareholders are given insight into the maximum exposure of contractual obligations, Contractor is expected to agree on a maximum liability amount (on an annual basis). Are you therefore prepared to include the following wording: 'The liability of Contractor is limited to €1.250.000 per occurrence, with a maximum of €2,500,000,- per calendar year.'	TNO will not deviate from current text on this topic.
19	1.3.3 Scope and content of the Contract	Contractor is part of an international insurance program that does not allow insight into the policy. However, we can provide an insurance certificate, which also shows the coverage. Can you confirm that the submission of such a certificate fulfills the obligation as stated in article 20.2 of the General Purchase Conditions.	TNO can accept that.
20	1.3.3 Scope and content of the Contract	Are there provisions for additional services or project expansions within the existing contract, and if so, under what conditions can these be implemented?	All services provided by the contractor will be under the conditions mentioned in the Tender documentation and the Contract.
21	1.3.3 Scope and content of the Contract	Could you please specify the handover proces of the current application ? And potential backlog?	The question is unclear to TNO, therefore will answer it partly: the handover project will be defined jointly with the Contractor tailoring it to the specific needs, after the contract has been signed.
22	1.3.4 Purpose of the service	Could the Contracting Authority give an indication of the current state of the code quality (test coverage, latency)? (TWIJFEL) => verdiepende vraag, vervolgvraag. Bart vraag over KPI's formuleren. C02 Concept overeenkomst: Kunt u bevestigen dat art 5.1.3 wordt verwijderd? Zo niet, wanneer worden de KPI's geformuleerd? ook art 6.5 is dan niet	The question unclear to TNO, for the clear part, see answer to question nr. 3.
23	2.2.20 Legally valid signature	Does the requirement „the authority to sign should be evidenced by an extract from the trade register” mean that a relevant (signed, scanned or digitally signed) official document should be handed in by the tenderer? Or is it enough if the name of the signing authority matches to data that is freely downloadable from the official trade register?	TNO believes that the text in the article is clear.
24	2.2.9 Subcontracting	Tender instruction says: the subcontractor's ESPD (Appendix A01) must be duly signed. Does this mean we have to print, sign and scan ESPD document and include it in "....." _part A.zip (while the others Appendices are just added to the same zip in there original pdf format)? Or something else is intended here?	Yes, all relevant documents to this question are to be sent in the mentioned file ending "..._part A.zip
25	5.2.1.1 Insurance	Our impression is that the insurance requirement of €1,250,000 per loss-causing event is highly disproportionate to the expected (yearly) size/value of the project. Could this requirement be lifted or seriously reduced? Otherwise this requirement would highly increase the hour rate price to be offered in the tender.	TNO will not deviate from current text on this topic.
26	5.2.2.1 Reference projects	The Tender Instructions indicate that the Tenderer may show required experience in the core competencies by submitting information about completed contracts, amounting to a cumulative total contract value. If Tenderer requires more than 2 contracts to show required experience for either or both competencies, should the Tenderer submit additional Reference forms (duplicating Reference B form to C, D, ... etc) or is there another preferred way to submit this information?	Article 5.2.2.1 refers to two Projects (Reference A, Supplier Reference Project Name and Reference B, Supplier Reference Project Name). Both Projects cite either Core Competence 1 or Core Competence 2, but can also refer to both Core Competences. The cumulative value of € 150.000,- refers to the value of the project (Reference A or B), not the cumulative value of individual contract(s) on multiple projects.
27	5.2.2.1 Reference projects	Is it obligatory to provide the name of the customer in the reference projects? Are we allowed to mention a reference project just with a generic description that does not allow identification of the partner company and project (because of NDA restriction)?	TNO has to be able to check the competencies and with that the source of the reference projects in which these competencies were displayed. TNO cannot do that without knowing who to contact. So, yes it is obligatory.
28	8.1 Ownership of IP	Does TNO use specialized libraries or tools for mathematical or operational research? If so, which ones?	See answer to question nr. 1
29	8.2 Product and Capability Management	Could you specify any additional disciplines or skill sets, apart from DevOps, that are required or preferred within the team? Are there specific roles or expertise areas that TNO considers essential for project success?	All relevant and essential requirements are specified in Chapter 8.
30	8.3 Project Management and Communication	Does the Contracting Authority expect the work to be executed at one or more TNO offices, from the premises of the tenderer or both?	Work will be executed from the premises of the tenderer. All contact is expected to occur remotely. Physical meetings may be arranged on mutual agreement.
31	8.3 Project Management and Communication	On which TNO location will the progress meetings take place? Is it also possible to have (occasional) video call sessions for these meetings?	See answer to question nr. 30
32	8.3 Project Management and Communication	The role of the staff is not explicitly mentioned. Could you, please, elaborate if the required role is a Project Manager given the chapter's title, or other relevant resource with the sole requirement to be able to discuss requirements and methods with TNO.	The Tenderer is responsible for the definition of roles and responsibilities of its staff in compliance with the requirements specified in Section 8.3. For the sake of clarity, TNO requires contactpersons for technique, commercial and senior management for escalation.
33	8.3 Project Management and Communication	Are there any requirements or preferences regarding on-site work at TNO's facilities? If so, can you specify the frequency or circumstances under which on-site presence is expected?	TNO refers tenderer to art. 9 of the General Purchasing Conditions. See also answer to question nr. 30
34	8.3 Project Management and Communication	If a tenderer would acquire an ISO 9001 (Quality management systems) and ISO 27001 (Information Security Management) procedure in place, is this an advantage at the evaluation?	The topics mentioned in this question are not part of art. 8.3. TNO refers tenderer to art. 2.2.12 of the Tenderdocument for reference.
35	8.4 Software Engineering Experience	MS .NET is continuously being developed by Microsoft. Can you provide information on which versions of MS .NET (Framework, Core etc.) are currently being used and which roadmap there is in case older versions are still being used?	The software is currently being migrated from MS.NET 6 to MS.NET 9. Hence, at the start of the contract, the whole code base is expected to use version 9 of the framework.
36	8.4 Software Engineering Experience	This question relates to 8.4.5 but the selection list does not have that option. It is stated that the Tenderer must have the ability to use Microsoft Azure. What should the exact scope (resources/capacity etc.) of this ability be and how do you expect that the Azure consumption costs are included in this tender?	The use of Azure will depend on specific clients & partners' needs in TNO projects. Based on past experience, Azure activities are only expected to take a marginal share of the contracted work (<2% of the expected contract value). However, Azure use may be required in future TNO projects, hence this ability is considered a requirement for the Tenderer. Section 6.1.1 sub-item 3 explains how TNO expects costs to be included in the Tender.

No.	Section nr. / subject	Questions Tenderer	Answers TNO
37	8.4 Software Engineering Experience	<i>This question relates to 8.4.7 but the selection list does not have that option. What is the exact size or percentage of the work being done on desktop applications compared to the web development?</i>	<i>Based on past experience, the vast majority of the contracted work is expected to concern desktop applications (>95% of the expected contract value).</i>
38	8.4 Software Engineering Experience	<i>Are there specific version requirements for C# or .NET that must be used, considering the existing systems?</i>	<i>See answer to question nr. 35</i>
39	8.4 Software Engineering Experience	<i>Does TNO require specific certifications or a minimum number of years of experience in C# for staff, or are there benchmark criteria for assessing 'sufficient experience'?</i>	<i>All requirements as well as preference criteria regarding software engineering experience are specified in Section 8.4. The art. 8.4 does not refer to sufficient experience. To that point TNO refers tenderer to art. 6.1.1. sub 4) for reference.</i>
40	8.4 Software Engineering Experience	<i>Could TNO specify any preferred or recommended frameworks or libraries they currently use or would like us to use for both desktop and web UI development? (e.g., WPF for desktop, React for web)</i>	<i>See answer to question nr. 1</i>
41	8.4 Software Engineering Experience	<i>Does TNO have a preference or requirement for using Infrastructure as Code (IaC) tools, such as Terraform, for Azure deployment? Alternatively, is there an existing IaC framework within TNO that we should integrate with?</i>	<i>TNO has no specific preference regarding IaC tools at the moment.</i>
42	8.5 Subject Matter Experience	<i>Could you provide more details on the existing algorithms for work order scheduling and stochastic event generation? Are modifications to these algorithms anticipated?</i>	<i>The work order scheduling logic is based on a set of expert rules and basic weather data analysis. The stochastic event generation logic is based on the Monte Carlo method. Further details are not deemed relevant for this Tender and will be shared after the contract is signed.</i>
43	9 Appendices	<i>This question relates to Appendix A02 but the selection list does not have that option. What do you mean with the scale of the reference project? Do you expect size in manhours, Euro's, lines of code, function points or any other dimension?</i>	<i>Scale of the Project should be read as Size in Engineering Hours</i>
44	9 Appendices	<i>This question relates to Appendix A03 but the selection list does not have that option. The instruction states that all white cells are secured and cannot be edited. However they appear to be editable and with that is uncertain for us whether or not we should specify the expected hours for the additional project roles since they appear to add up in the final figure for the Total price (TP). Could you provide us with an updates sheet which follows the guide lines please?</i>	<i>The Price sheet contains an error and should not have included the Price for the Options into the Total Price (TP). This has been adjusted and a new Appendix A03 has been uploaded to TenderNed. Furthermore, according to the Article 6.1.1 sub 4 of the Tenderinstructions, the prices in the options section are for information only and will not be part of the Total Price (TP).</i>
45	9 Appendices	<i>This question relates to Appendix A03 but the selection list does not have that option. If the optional section in the price sheet is not included in the sub-award criterion price (Tender Instructions section 6.1.1. item 4), to which extent is the information provided herein by Tenderer, binding for the contract? In other words, if Tenderer has a standard project team consistency for such assignments, including corresponding rates, how will this be handled during the contract - and should this be reflected in Tender scoring?</i>	<i>See answer question nr. 44</i>
46	9 Appendices	<i>Appendix A03 Pricing sheet: Are we allowed to add additional lines between lines 12 and 15? (i.e. additional optional items)</i>	<i>TNO considers 4 lines to be sufficient, also see answer to question nr. 44</i>
47	9 Appendices	<i>Appendix A03 Pricing sheet: The instructions tell us to only fill in the blue cells. Could you please confirm we are also supposed to fill in cells B12-B15 (description of optional items)? And are we supposed to fill in cells E12-E15 (quantity of optional items)? If so, how can we estimate the number of hours?</i>	<i>Yes, please fill description, also see answer to question nr. 44</i>
48	9 Appendices	<i>Appendix A03 Pricing sheet The pricing sheet give us room to adjust the price for inflation, for the Software Engineer rate. However, for the optional items, there is no room for price adjustments during te upcoming years. We suggest to fill in the pricing for the optional items at a rate until April 30th 2027. And after that the prices will go up with the same percentage as for the Software Engineer rate. Do you agree on this?</i>	<i>TNO has no requirement, only suggestions on contents of the options section, also see answer to question nr. 44</i>
49	9 Appendices	<i>Regarding Q&A-question 3, related to 8.4.7: the answer provided indicates that (based on the past) 95% of the effort is used for the desktop applications. However we have the impression that the transition to a web-based user interface is being made now or in the near future. Is it possible to provide an expected percentage of work to be done on the desktop applications versus web-applications for the future (25%/75%, 50%/50% etc.) as part of this intended migration?</i>	<i>No migration towards web-based interfaces has been planned so far, therefore we do not expect the work share to change significantly in the short term. For the whole contract period, we expect an indicative split of approximately 90% desktop app work and 10% web development.</i>
50	9 Appendices	<i>Requirements say „A validly signed ESPD means that the Tender as a whole has been validly signed, unless a separate valid signature is required for one or more documents.“ In some tender documents (Appendix A02, A03, B01 etc) that do not require to be duly signed there is a field called "signature" in the forms. What should be entered here?</i>	<i>All relevant fields have to be validly signed.</i>
51	9 Appendices	<i>In Part I of the ESPD template document "Information about publication" is left empty. Shall the tenderer fill that in somehow, or should it be left empty?</i>	<i>TNO did not have this number until after publication, it should read TN 488738</i>
52	9 Appendices	<i>General Purchasing conditions: Article 5.1: In the context of this assignment (providing qualified capacity), we believe this article does not apply and it is not possible for the provider to give the guarantee as stated here. We kindly request to declare this article inapplicable in the agreement.</i>	<i>This article means that the supplier must perform the services as agreed. It shall remain in place.</i>
53	9 Appendices	<i>General Purchasing conditions: Article 7.3: In this context, this article is unacceptable for the provider, as defect-free custom work cannot be guaranteed. The provider can address any defects for a fee. We propose incorporating this into the agreement. Do you agree? If not, could you please explain?</i>	<i>This article is about (pre-delivery) quality test on the performance. This would help supplier to repair eventual defects (and/or, but not limited to bugs) before actual delivery. In general, when Contractor receives the (specifications to the) call off order and specifications upfront are not clear, that must be discussed then and there. After acceptance TNO expects Contractor to deliver the performance in full without defects (and/or, but not limited to bugs). If at delivery the performance shows defects (and/or, but not limited to bugs), these should be repaired at Contractors cost. Article can remain in place.</i>
54	9 Appendices	<i>General Purchasing conditions: Article 8.1: The use of strict deadlines does not align with the nature of this assignment. We kindly request to declare this article inapplicable in the agreement.</i>	<i>TNO will not deviate from the original text of the article.</i>
55	9 Appendices	<i>General Purchasing conditions: Article 8.3: It is unreasonable to demand immediate compensation for damages in the event of a delayed delivery. We kindly request to declare this article inapplicable in the agreement.</i>	<i>TNO will not completely declare this inapplicable. We can add the sentence that TNO and Contractor will have a mutual agreement on late delivery and what implications are agreed upon.</i>
56	9 Appendices	<i>General Purchasing conditions: Article 8.4: Applying a price discount for late delivery is unreasonable. We kindly request to declare this article inapplicable in the agreement.</i>	<i>This article should read as follows: Delivery after the Delivery Time is deemed to be an attributable shortcoming of the Supplier (after non-compliance with the default notice given by TNO) in the performance of the Agreement.</i>
57	9 Appendices	<i>General Purchasing conditions: Article 8.6: Allowing TNO to disclose documentation in custom work may also reveal the provider's confidential information, which is undesirable. Restrictions should be placed on this, especially given that the confidentiality article is unilaterally in favor of TNO. If the request regarding Article 14 is processed, it can be indicated that certain information in the documentation must be treated as confidential.</i>	<i>TNO is a publicly funded research institute that regularly publicises articles on their research. If, at any point in time, confidential information is shared, Contractor must describe this confidentiality so that appropriate measurements can be taken.</i>

No.	Section nr. / subject	Questions Tenderer	Answers TNO
58	9 Appendices	General Purchasing conditions: Article 8.10: No guarantee can be given that there will be no defects in the developed software. We kindly request to declare this article inapplicable in the agreement.	See answer to question nr. 53.
59	9 Appendices	General Purchasing conditions: Article 10.1: The fixed price must be specified for each assignment as it is not always applicable. We kindly request to declare this article inapplicable in the agreement.	See answer to question nr. 13. If amount of hours (with that the price) needed has been agreed upon, that is considered fixed. Article can remain.
60	9 Appendices	General Purchasing conditions: Article 10.3: This also essentially constitutes a fixed price if an indicative price is agreed upon, which is challenging to determine for custom work. We kindly request to declare this article inapplicable in the agreement.	TNO expects Contractor to accurately calculate amount of hours needed for the project at hand. See also answer to question 59.
61	9 Appendices	General Purchasing conditions: Article 10: This article does not include an indexation clause. The provider would like to add this to the agreement.	TNO refers tenderer to the pricing sheet (Appendix A03), where prices for all periods in the contract can be entered.
62	9 Appendices	General Purchasing conditions: Article 12.1: It cannot be guaranteed that it is possible to provide a worldwide, irrevocable, unlimited right to Background IP. This depends on the tool used and whether the Background IP can be granted in that manner. The parties should assess per tool if the desired use can be guaranteed. The provider proposes to clarify this in the agreement. Do you agree? If not, could you please explain?	The article should read: Insofar the use of the Performance requires the Supplier's Background IP, the Supplier grants TNO a worldwide, unlimited, non-exclusive, transferable, perpetual and non-cancellable right of use without TNO being obliged to pay any compensation for this right of use.
63	9 Appendices	General Purchasing conditions: Article 14.1: The provider will also share confidential information (development knowledge and know-how) with TNO. We propose adding a mutual confidentiality clause in the agreement. Do you agree? If not, could you please explain?	TNO expects that the Performance of the Contractor can be used without any restrictions/provisions/disclosures of or to a third party.
64	9 Appendices	General Purchasing conditions: Article 14.7: Would you be willing to reduce the penalty amount to 10k as it would be more proportionate to the assignment? If not, could you please explain?	TNO will not deviate from this text in the Article.
65	9 Appendices	General Purchasing conditions: Article 16.3(h): As a contractor, we place great importance on sustainability and Corporate Social Responsibility (CSR) and are certified under the CSR Performance Ladder level 3. Our procurement policy is aligned with Socially Responsible Procurement (SRP) guidelines. In our case, there is no centralized procurement department; instead, each location uses the SRP guidelines to make sustainable purchasing decisions. We also expect to achieve ISO 14001 certification by March. Would this be acceptable to TNO? If desired, we are happy to provide insight into our SRP guidelines.	TNO refers tenderer to art. 2.2.12 of the Tenderdocument.
66	9 Appendices	General Purchasing conditions: Article 18.1 and 18.2: These articles (with a warranty period of 24 months) are not applicable to the context of this request, as it pertains to the provision of qualified capacity. We kindly request that this article be declared inapplicable in the agreement.	See answer to question 53.
67	9 Appendices	General Purchasing conditions: Article 18.3: It is generally accepted that a pandemic is considered force majeure. Categorizing it otherwise is disproportionate. Would you be willing to adjust this article? If not, could you please explain?	TNO is prepared to delete "epidemic/pandemic" from the enumeration in clause 18.3. Deleting these words means that an epidemic/pandemic can be categorised as either 'non-attributable failure in performance' ('force majeure'), or as an 'attributable failure in performance', to be judged according to the concrete circumstances in accordance with the Dutch Civil Code.
68	9 Appendices	General Purchasing conditions: Article 19.1, 19.2, and 19.3: Unlimited liability is disproportionate. Would you be willing to limit liability to €250,000? This would be more proportional to the scope of the assignment.	TNO is prepared to limit Contractors liability to the 4 year's value of the contract.
69	9 Appendices	General Purchasing conditions: Article 21.2: According to this article, the contractor would already be in default for failing to meet any obligation. Would you be willing to amend this article so that the contractor is first given the opportunity to remedy the situation (via a notice of default)? If not, could you please explain?	See answer to question nr. 56
70	9 Appendices	Concept Agreement Software Services: Article 1.3: The contractor has interpreted the Tender Instructions as indicating that no solution is to be delivered, but rather qualified capacity (i.e., services only) provided in an agile way of working. Would you be willing to adjust this article accordingly?	TNO's interpretation of the cooperation with Contractor is described in articles 1.3.2 to 1.3.4. If deviations appear present, this will be discussed upon signing of the contract.
71	9 Appendices	Concept Agreement Software Services: Article 1.4: We are already a supplier to TNO. May we assume that the termination of all agreements and contracts applies only to this specific contract area?	Conditions agreed on in this Tender only apply to this contract.
72	9 Appendices	Concept Agreement Software Services: Article 1.6 under 11: The contractor is, of course, willing to cooperate with any exit process, but on the condition that hours worked are compensated at the agreed rates. Would you be willing to adjust this article accordingly?	TNO assumes that this question relates to TNO terminating the contract before contract end date. In that case TNO is prepared to pay all hours spent on the existing (call off) PO's. TNO will not pay when the contract ends due to disfunction of the Contractor and will not pay for the transition to a new Contractor at the end of the contract term.
73	9 Appendices	Concept Agreement Software Services: Article 1.7: How can an agile work process be viewed as an obligation of results? Both in terms of output and deadlines, this is challenging to combine. Would you be willing to adjust this article to reflect this?	TNO believes that the text in the Tenderdocuments make clear that the contract is not about development form a sandpit. Agile working for TNO sits in the process rather than in the content, although the first can benefit from the latter.
74	9 Appendices	Concept Agreement Software Services: Article 1.8: This article refers to Tender instructions 2018 FPL/INK 250. We have not received this document and are therefore unable to review it.	This document contains an error and should have read Tender instructions WS2130801413. This will be adjusted upon signing.
75	9 Appendices	Concept Agreement Software Services: Article 3.5: If this is a Time & Materials (T&M) contract, what exactly is to be accepted, and how will the payment process work? In this setting, invoicing will be done monthly based on approved timesheets. Would you be willing to adjust this article accordingly?	See answer to question nr. 13 and 53
76	9 Appendices	Concept Agreement Software Services: Article 5.1: This warranty does not apply in this context. Would you be willing to remove this article?	See answer to question 53.

No.	Section nr. / subject	Questions Tenderer	Answers TNO
77	9 Appendices	Concept Agreement Software Services: Article 7.2: Would you be willing to adjust this article so that the contractor is first given an opportunity to remedy any deficiencies (via a notice of default)?	Article should read: 7.2. In addition to the provisions in article 7.1, TNO has the right: (a) to completely or partially dissolve the Agreement and/or the additional work assignments, whether or not with immediate effect, without legal intervention however with notice of default, by given written notice to the Contractor, if: 1) Contractor no longer complies with the minimum requirements (as included in the Tenderdocument Chapter 8, notably Requirements); 2) Contractor exceeds the Deadline(s) are referred to in article 1.6.; 3) Contractor completely or partially fails to provide the services for the assignment, due to his attributable shortcomings, in such a way that maintaining the Contract cannot reasonably be expected from TNO, or; (b) to terminate if: 1) Legal proceedings have been brought against TNO or a legal verdict has been made in connection with the Tender procedure prior to the conclusion of this Agreement.