

Ref. Nr.	Vragenronde	Onderwerp	Vraag	Antwoord
1	1	Q1 — Annex 1 (Agreement), Art. 18.5 + Implementation Plan requirement 3 (AM-16/AM-17).	The obligation to hand over source code and object code is not feasible for a standard, proprietary multi-tenant SaaS platform. Can the Contracting Authority confirm that this requirement applies only to bespoke/custom development and configuration, and not to the underlying platform software, and that full machine-readable data export together with configuration export and/or escrow arrangements satisfies AM-16 and AM-17?	TU/e agrees with this interpretation. For standard proprietary multi-tenant SaaS platforms, the requirements are not intended to require transfer of the underlying platform source code. The primary objective is to ensure continuity and portability through the availability of machine-readable data and configuration exports. Appropriate exit arrangements upon termination of the contract are necessary. The approach described in your question is considered acceptable in the context of AM-16 and AM-17.
2	1	Q2 — Annex 1, Art. 21.3(vi)	Is this requirement an absolute ground for invalidity, or does the Contracting Authority consider a combination of EU data-centre hosting, EU-based support, customer-managed encryption and a sovereign/EU cloud offering to be adequate mitigation? Phrased differently: does Art. 21.3(vi), as currently worded, exclude in advance any provider with a non-EU parent company?	No, the intention of this requirement is not to exclude suppliers with a non-EU parent company. The primary objective is to ensure that TU/e data is not disclosed, transferred, or made accessible to third parties without TU/e's prior written consent and in accordance with applicable legal and contractual requirements. Tenderers should describe the measures they have in place to meet this objective. The assessment will be based on the proposed solution and safeguards, rather than on the location of the parent company alone.
3	1	Q3 — Annex 1, Art. 21.4.	Does this requirement (keys held exclusively by TU/e, with no contractor access and no ability to render data readable without TU/e's active cooperation) apply only "if requested by the Client", or is it mandatory for award? Does the Contracting Authority acknowledge that full cryptographic isolation (HYOK) technically limits functionality such as search, reporting and AI assistance, and that customer-managed keys (CMK/KMF) satisfy this requirement?	TU/e currently uses Azure Key Vault as its enterprise key management solution. We acknowledge that a HYOK approach may impose limitations on functionality such as search, reporting, and AI-assisted capabilities. The objective is to ensure an appropriate level of control over encryption keys and data protection. Solutions based on Customer-Managed Keys (CMK) or equivalent Key Management Frameworks (KMF) are considered acceptable.

4	1	Q4 — Annex 1, Art. 21.3(iv) and (v).	Should "access exclusively from within the EEA" be understood as requiring that support and administrative access take place from within the EEA? Is an EEA-based support model with controlled break-glass procedures acceptable, or is a follow-the-sun support model excluded in principle?	The requirement should be understood as aiming to ensure appropriate control over access to TU/e data and systems. A controlled and auditable break-glass procedure is considered acceptable, provided that it is properly governed and compliant with the applicable security and contractual requirements.
5	1	Q5 — §5.3.6 / Annex 8 vs. the Foundational Requirements.	Can the Contracting Authority clarify the relationship between the minimum requirements for digital sovereignty in the Foundational (pass/fail) and the award criterion G2.6? Specifically: is there a minimum threshold level per aspect below which a proposal is invalid, or does only the score (max. 55 points) apply?	There is no minimum threshold level per aspect for G2.6. See also the answer on question Ref nr. 36.
6	1	Q6 — Annex 8, aspects 3.1 / 3.2 / 3.3.	Do widely adopted open standards (REST/SOAP APIs, OAuth, documented data export) count towards a higher sovereignty level even where core components are proprietary? Is portability assessed on the actual exportability of data and configuration, or on the open-source nature of the platform itself?	Solutions will be assessed in accordance with the evaluation methodology and scoring framework provided in the procurement documents. Tenderers are expected to indicate and substantiate the level achieved by their solution, including how open standards/interoperability/portability and related capabilities are supported.
7	1	Q7 — Annex 3 (Price Form), Section B vs. §1.7.	The RFP states approx. 600 agents, while the Price Form is based on 750 agents. Which figure is authoritative for pricing the proposal?	The current number of agents is approximately 600. The figure of 750 agents in the price form represents an estimate of potential growth over the four-year contract period and should be used for pricing purposes to ensure a consistent basis for comparison between tenders.
8	1	Q8 — Annex 3, Section B, line "CMDB and Asset" (100,000).	What does this quantity represent: assets, CIs, or something else? In which unit should it be priced, given the instruction that modules are quoted as a lump sum?	The figure of 100,000 represents the approximate total number of assets and/or configuration items (CIs) that need to be supported by the solution, either through migration or future creation. For pricing purposes, tenderers should use this quantity as the reference volume and complete the Price Form in accordance with the instructions provided therein.

9	1	Q9 — Annex 3, Section B instruction vs. Section C.	The instruction states that no additional licence costs will be accepted after award even if user numbers grow, whereas the numbers "may increase over time" and Section C (expansion) is excluded from assessment. Is the tenderer expected to offer a fixed four-year price covering all growth, or is growth above the estimated numbers settled via Section C? Up to which upper-bound volume does the fixed price extend?	Tenderer is expected to offer a fixed four-year price covering all growth between the license expansion ranges. For example, regarding the number of End users, this number is currently estimated at 26,500. Tenderers are required to indicate the license prices here for the next 4 years. These license prices will be incorporated into the 4-year agreement. The prices tenderers state in 'Part C license expansion' may only be charged when the license numbers fall outside this range.
10	1	Q10 — Annex 3, Section B, lines "AI" and "Asset Discovery" (n.a.).	How does the Contracting Authority wish consumption-based AI and Discovery to be priced, given that the form expects a fixed monthly amount? Is pricing based on a volume assumption to be confirmed by TU/e (e.g. AI assists per year) acceptable?	The pricing approach for consumption-based AI and Discovery is left to the tenderer. Only for this specific section is it permitted to provide information of calculation method, pricing structure, and reference volumes used in their proposal to ensure transparency and comparability. The pricing of consumption based AI will not be part of the award evaluation.
11	1	Q11 — §1.6 / Annex 1, Art. 18.2 — timeline.	Implementation starts end of September 2026, with Turnkey Delivery in November 2027 (approx. 13–14 months) for three domains (HRM, ESA, LIS) migrating from TOPdesk. Is a phased go-live per domain within this period acceptable, and is the Turnkey Delivery date a hard contractual deadline or an indicative target?	The go-live approach, including whether a phased go-live per domain is used, will be determined during the project. An impact analysis will need to be performed before a decision is made on the most appropriate implementation and go-live strategy. Our target date for Turnkey Delivery is as stated in Q11 — §1.6 and Annex 1, Article 18.2. Tenderers should base their planning and proposal on this timeline in the requested implementation plan.

12	1	Q12 — §5.3.3 — use-case demonstration.	150 minutes are allocated for six use cases, plus a test environment with a maximum of 10 logins. Is a standard demo/test instance pre-configured and populated by the tenderer acceptable as the "test environment", and at what point must the logins be made available?	Tenderers are required to provide a test environment that can be used by the assessors following the demonstration sessions. A pre-configured and pre-populated environment is acceptable, provided that it supports the assessment of the requested use cases. The provided login accounts must be available immediately after the demonstration, as the self-testing phase will start directly thereafter.
13	1	Q13 — Annex 5 — Foundational Requirements.	Are all requirements marked "foundational" pass/fail (must comply), or is partial compliance, or delivery on roadmap, permitted without rendering the proposal invalid? A knock-out on any individual foundational requirement directly determines the tenderer's exposure.	The requirements in annex 5 are knock-outs. See also paragraph 4.3.1 of the request for proposal
14	1	Q14 — Annex 3 (Price Form), Section B vs. §1.7.	The RFP states approx. 600 agents, while the Price Form is based on 750 agents. Can the Contracting Authority break down the distribution of these agents by department (HR, ESA, LIS)?	See answer Ref. Nr. 7
15	1	General - procedure	We would like to request an extension for the submission of questions regarding the 1st Memorandum of Information, currently due on June 11, 2026. This extension is necessary due to the high volume of complex tenders recently released by Dutch public entities, which has significantly impacted the capacity of our specialized technical and legal teams. To ensure we provide the high-quality, comprehensive analysis and the tailored questions that the TU/e's ambitious Enterprise Service Management (ESM) project requires, we need additional time to review the detailed functional and foundational requirements.	Not agreed

			We believe this extension will facilitate a more robust Q&A process and ultimately result in a superior proposal that better aligns with the university's strategic goals.	
16	1	FOU-10 - languages of persons interacting	Regarding the upcoming implementation of the ESM platform, we would like to request clarification on the flexibility of the language requirements for the consulting and implementation services. While we fully acknowledge the requirement for the final software interface and user documentation to be provided in both English and Dutch (FOU-102), we would like to propose a predominantly English-speaking implementation team for the professional services and consulting phase. Our rationale for this approach is as follows: Specialized Expertise: Our English-speaking consultants possess extensive experience in orchestrating complex ESM environments and integrating diverse service chains, which is critical for the success of the TU/e project. Efficiency and Quality: This team has a proven track record of delivering turnkey solutions for international academic and enterprise entities, ensuring a high-quality implementation that meets the university's strategic objectives. Operational Language: Given that the tender process and strategic project management are conducted in English, we believe a highly skilled English-speaking team will provide the most effective delivery during the design and configuration stages.	Yes, a predominantly English-speaking consulting and implementation team is acceptable. TU/e expects end-user-facing deliverables, including user documentation and the user interface where applicable, to comply with the Dutch language requirements as specified in the procurement documents.

Could the TU/e confirm if a predominantly English-speaking consulting team is acceptable for the implementation phase, provided that end-user documentation and interface deliverables meet the specified Dutch language requirements?

17	1	Request for ESM Platform - 4.2.3 Certification	Can Client clarify what it considers a relevant and meaningful contribution to these sustainability objectives within the scope of this procurement, and how such contributions will be taken into account during the evaluation of the Tender?	The Sustainability Impact criterion is assessed by the assessment committee on the basis of the quality of the content of all aspects and the extent to which the elaboration is complete, concrete, correct and tailored. Also the describes measures to be taken are concrete and made plausible by substantiation.
18	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-78 / PR-11	Contractor has submitted several questions and comments elsewhere in this Note of Information regarding the Data Processing Agreement and other data protection-related provisions, which may impact the allocation of responsibilities and liabilities between the parties. Can Client confirm that Contractor is not required to unconditionally accept this liability provision prior to the clarification of those questions and the corresponding answers provided by Client?	The answers provided in the information memorandum will be incorporated into the draft contracts
19	1	Request for ESM Platform - 4.2.3 Certification	Can Client confirm whether an environmental policy or environmental management documentation signed by the executive leadership or other authorised senior management representatives of the Tenderer will also be accepted as sufficient proof, provided these individuals are formally responsible for the organisation's environmental policy and its implementation?	Yes, we can confirm this.
20	1	Annex 5 - ESM Foundational and	Requirement requires Contractor to unconditionally agree to the applicable model agreement for data processing.	No. All answers provided to the Memorandum of Information will be incorporated into an amended version.

Functional
Requirements -
FOU-85 / PR-9

Given that Contractor has raised several questions and comments elsewhere in this Note of Information regarding the Data Processing Agreement, can Client confirm that Contractor may reserve its position regarding acceptance of the applicable model agreement until the answers to those questions have been provided?

21	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Are there specific governance principles or stakeholder involvement requirements that TU/e considers essential for a university-appropriate implementation approach?	Please refer to the Request for ESM Platform, Section 5.3.1 – Implementation Plan (G2.1), which describes the expected implementation approach and deliverables. Tenderers are requested to align their proposal with the expectations set out in that section.
22	1	Request for ESM Platform - 5.3.6 Digital sovereignty (G2.6)	Can TU/e clarify which forms of evidence will be considered sufficient to substantiate a claimed level of sovereignty (e.g. certifications, contractual provisions, technical documentation, or independent audits)?	All of the above. The evidence can be certifications, contractual provisions, technical documentation, or independent audits - it depends on in which documentation evidence can be provided by the candidate/supplier to support its digital sovereignty claims/answers in the framework. The digital sovereignty claims must be evidenced in formal documentation
23	1	Annex 7 - ESM Use Cases - Use Case 2	What does TU/e consider a strong “webshop-style” catalogue experience for services: visual browsing, guided questions, bundled services, approvals, or personalization?	TU/e does not have a predefined preference for specific webshop-style features. We want to understand the capabilities of the proposed solution and the level of configuration flexibility available within the service catalogue. Tenderers are encouraged to demonstrate how their solution supports an intuitive and effective service request experience.
24	1	Annex 7 - ESM Use Cases	If a requested use-case element is on the roadmap rather than available at demo time, how should this be demonstrated or evidenced during the session?	If a requested use-case element is on the roadmap we can assume that it is not possible to shown it during the demo. As stated in the RfP the Tenderer must provide concrete evidence (as indicated in the roadmap) that this will be implemented within two years of turnkey delivery.

25	1	Annex 7 - ESM Use Cases	For approval without login, does TU/e require approval through email only, or are secure links, mobile approval or Teams-based approval also acceptable?	TU/e does not prescribe a specific approval mechanism. The proposed solution should provide a secure approval process that meets the relevant security and audit requirements. Tenderers may determine the most appropriate approach.
26	1	Annex 7 - ESM Use Cases	Which approval scenarios are most relevant for TU/e: access requests, service requests, HR approvals, procurement-like approvals or workflow approvals?	All approval scenarios mentioned in your question are relevant within the scope of TU/e's service management processes. We would like to understand how the proposed solution supports different approval patterns and workflows across the various domains and use cases.
27	1	Annex 7 - ESM Use Cases - Use Case 4	What type of assets or services should be linked to tickets in the demo, for example devices, rooms, software, accounts, courses or employee records?	For the demonstration, TU/e would like to see how the solution supports a comprehensive asset and service model. This includes assets such as devices and software, their relationships and dependencies, and the locations (e.g. rooms) in which they are situated. Assets should be linked to their relevant locations where applicable. Courses are not mandatory. However, we would like services to be available through the self-service portal (e.g., as tiles) and linked to relevant request or change forms. Additionally, when delivering services related to an asset, we would like to have a consolidated overview of all relevant information about that asset.

28	1	Annex 7 - ESM Use Cases - Use Case 4	In the agent dashboard, which workload indicators are most important for TU/e: individual workload, team workload, SLA risk, priority tickets, watched tickets or backlog?	TU/e considers multiple workload indicators to be important, as they support different roles and use cases. Relevant indicators include SLA compliance and risk, ticket priorities, backlog size, and both individual and team workload. It is essential that the solution supports role-based dashboarding. For example, managers typically require a high-level overview of team workload, backlog status, SLA performance, and potential bottlenecks, whereas agents and engineers require a more operational view focused on assigned work, priorities, and SLA deadlines. We want to understand the flexibility of the dashboarding capabilities and the extent to which views can be tailored to different user roles and responsibilities.
29	1	Annex 7 - ESM Use Cases - Use Case 1	The use cases refer to guest users without a TU/e account. Can the TU/e clarify whether these users are expected to have full ticket tracking capabilities, or whether secure communication and status updates through email-based interaction are considered sufficient?	Email-based interaction and status updates alone are not considered sufficient. TU/e expects guest users to be able to manage and track their requests through the portal. However, we are open to alternative approaches and encourage tenderers to describe the available options and user experience provided by their solution.
30	1	Annex 7 - ESM Use Cases - Use Case 1	Several use cases refer to AI-assisted functionality. Can the TU/e clarify whether AI capabilities are mandatory elements of the assessment or whether alternative functionality achieving the same business outcome through automation, workflow configuration, knowledge management, or reporting will be assessed equally?	The primary focus of the assessment is the achievement of the intended business outcome, not the specific technology used. AI-assisted functionality is not a goal in itself. Where a use case can be effectively addressed through standard automation or other platform capabilities without adding unnecessary complexity, such approaches are equally acceptable. The evaluation will focus on the extent to which the proposed solution delivers the desired outcome.

31	1	Request for ESM Platform - 1.7 Activity and number of users	Can TU/e further clarify how the stated number of approximately 600 agents is composed and which roles are included? Does this number only include users who actively create, process, and resolve tasks, or does it also include users with read-only, reporting, management, or approval permissions?	The figure of approximately 600 agents refers to users who are actively involved in the processing of tickets, requests, changes, or related service management activities.
32	1	Request for ESM Platform - 1.7 Activity and number of users	Can TU/e specify how many of the approximately 600 agents are included in the initial scope of this tender, and how many users are expected to make use of functionalities such as creating, editing, and resolving incidents?	All approximately 600 agents are included in the initial scope of this tender. See also the answer Ref. Nr. 7
33	1	Request for ESM Platform - 5.1 Overview of the criteria	Can TU/e confirm that the Total Sum is based exclusively on the scope and volumes requested in the pricing sheet, irrespective of any future extensions or growth during the contract period?	The Total Sum is exclusively based on the scope and volumes requested in the pricing sheet and is the input for awardcriteria G1. As stated in row 16 the numbers are not fixed. They may increase over time. No rights may be derived from these estimated numbers.
34	1	Request for ESM Platform - 5.1 Overview of the criteria	Can TU/e clarify how optional extensions, additional modules, and partner solutions that may be added during the contract period will be assessed, where these are not yet part of the initial scope?	Optional extensions, additional modules, and partner solutions that are not currently part of the scope cannot and will not be assessed.
35	1	Request for ESM Platform - 5.3.6 Digital sovereignty (G2.6)	Will all dimensions (Legal, Data & AI, Technology, and Operational) be weighted equally in the assessment of digital sovereignty?	Yes. The Legal, Data & AI, Technology, and Operational dimensions are weighted equally in the assessment of digital sovereignty.
36	1	Request for ESM Platform - 5.3.6 Digital sovereignty (G2.6)	Can TU/e clarify how the judicial dimension will be assessed when a supplier is part of an international group, while the service delivery and data processing take place entirely within the EU?	This will be assessed according to the Annex 8: Assessment framework for the award criterion digital sovereignty

37	1	Request for ESM Platform - 5.3.5 Sustainability (G2.5)	Can TU/e explain how the evaluation will balance already achieved sustainability results against future sustainability objectives for which no guarantees can yet be provided?	The Sustainability Impact criterion is assessed by the assessment committee on the basis of the quality of the content of all aspects and the extent to which the elaboration is complete, concrete, correct and tailored. Also the describes measures to be taken are concrete and made plausible by substantiation.
38	1	Request for ESM Platform - 5.3.4 Design Principles (G2.4)	Should the description be based exclusively on currently available functionality, or may roadmap developments also be included?	Tenderers shall clearly explain how the proposed ESM platform contributes to achieving these design principles in practice now and in the possible future during the term of the agreement. Tenderers shall clearly distinguish between currently available functionality and planned future developments. The quality of the content of all written aspects will be assessed to which the elaboration is complete, concrete, correct and tailored.
39	1	Request for ESM Platform - 5.3.3 Use cases and user experience (G2.3)	How will solutions that are heavily tailored to the demo environments be assessed in comparison to standard configurable solutions?	It is up to the bidder to make a sound judgment on how to offer the demo environment. When assessing awardcriteria G2.3, assessors will consider the following criteria: To what extent are the requirements and desirables listed for each use case met? If a requirement and desirable is already (fully) met, the Tenderer must provide concrete evidence (as indicated in the roadmap) that this will be implemented within two years of turnkey delivery. • How quickly do users (functional administrators, practitioners, and end users) understand how to work with the System/IT solution? How quickly and efficiently can a user work (in terms of performance and number of clicks)? To what extent does the tool support the core of the use case, and how much effort must the various users expend to achieve the use case's objective?

				• How user-friendly and intuitive is the system? Are the buttons and screen layout clear, and how simple are the steps required to achieve the core objective of the use case?
40	1	Annex 7 - ESM Use Cases - Use Case 5	In use case 5, what does TU/e mean by the “four eyes principle”: approval before publication, separation of configuration and approval roles, or audit-based review afterwards?	The four eyes principle is meant as a maker-checker process. One user configures changes and another must review and approve them before publication. This also implies a clear separation of roles between configurator and approver, rather than relying on audit-based review afterwards.
41	1	Annex 7 - ESM Use Cases - Use Case 4	For telephone intake, does TU/e expect telephony integration to be shown, or is manual phone-call logging sufficient for the use case?	Our preference is to have telephone intake functionality integrated into the solution. However, if such integration is not available for the demonstration, this is acceptable. As an alternative, manual phone-call logging may be used to demonstrate the use case.
42	1	Annex 7 - ESM Use Cases - Use Case 3	For mobile experience, will TU/e assess both end-user and agent mobile usage, or only end-user ticket interaction?	TU/e will assess the mobile experience for both end users and agents. However, the end-user experience is considered the primary focus. TU/e expects end users to be able to easily access services and interact with the platform through mobile devices. For agents, TU/e is particularly interested in understanding the available mobile capabilities.
43	1	Annex 7 - ESM Use Cases - Use Case 3	For major incident handling, should the demonstration include a specific TU/e-style scenario, such as campus network outage, application disruption or service desk peak load?	A specific TU/e scenario is not required. However, for the purpose of the demonstration, an application failure scenario such as the unavailability of AFAS would be a relevant and representative example of a major incident.
44	1	Annex 7 - ESM Use Cases - Use Case 1	For HR-related access restrictions, which specific examples of sensitive data or fields should be demonstrated as hidden or restricted?	For the demonstration, examples of sensitive HR-related information could include immigration-related information and salary-related information.
45	1	Annex 7 - ESM Use Cases - Use Case 2	In the end-to-end ticket journey, which service request should be used as the main example: IT, HR, ESA, LIS or another TU/e-specific service?	For the end-to-end ticket journey, TU/e prefers the use of an ESA-related service request as the primary example.

46	1	Annex 7 - ESM Use Cases	Which evaluator roles will test the environment after the demonstration, for example student, employee, agent, manager, functional administrator or system administrator?	The evaluation environment may be assessed by representatives of all relevant user groups and roles.
47	1	Annex 7 - ESM Use Cases	Will TU/e assess only what is shown during the live demonstration, or also what evaluators can test afterwards in the provided test environment?	TU/e will assess both the live demonstration and the functionality available in the provided test environment.
48	1	Annex 7 - ESM Use Cases	Which parts of the use cases are considered mandatory to demonstrate, and which parts are optional or illustrative?	See answer Ref. Nr. 39
49	1	Annex 7 - ESM Use Cases	Should the demonstration follow the order of the six use cases as listed in Annex 7, or may suppliers choose a different order if this creates a more coherent scenario flow?	See answer Ref. Nr. 39
50	1	Annex 7 - ESM Use Cases	Could TU/e clarify whether all six use cases will be weighted equally during the assessment, or whether certain use cases are considered more important?	All six use cases will be weighted equally
51	1	Annex 7 - ESM Use Cases - Use Case 3	Does TU/e expect chatbot functionality to be demonstrated as a native capability, an integration with Microsoft Teams, or either option?	Tenderers may demonstrate the approach that best fits their solution, whether as a native capability, through Microsoft Teams integration, or another supported channel. In addition, tenderers are requested to explain whether alternative approaches are also supported and how they can be implemented within their solution.
52	1	Annex 7 - ESM Use Cases - Use Case 3	For omnichannel communication, which channels are essential to demonstrate live: portal, email, mobile app, chatbot, Microsoft Teams and/or telephone logging?	All listed channels are considered important and should be included in the demonstration: portal, email, mobile app, chatbot, Microsoft Teams and telephone logging.
53	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Does TU/e expect the supplier to provide a concrete month-by-month planning in the implementation plan, or mainly phasing with milestones and dependencies?	It is up to the tenderer to make a decision on this. The Implementation plan is assessed by the assessment committee on the basis of: • The quality of the content of all aspects and the extent to which the elaboration is complete, transparent, tailored, unburdens the Contracting Authority and the way the tenderer demonstrates its added value on the mentioned themes.

				• The concreteness of the Implementation plan and the extent to which it has been made plausible by substantiation.
54	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Which KPIs or service indicators does TU/e want to use after go-live to measure adoption, user satisfaction, throughput time, self-service and process quality?	The exact KPIs, SIs and XLAs will be determined during the implementation phase based on the processes that are in scope. TU/e expects these measures to provide insight into both quality and quantity aspects of service delivery. Tenderers can propose relevant best-practice indicators.
55	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Does TU/e expect one combined go-live for HRM, ESA and LIS, or is a phased go-live per domain or service chain preferred?	Referring to the Request for ESM Platform - 5.3.1 Implementation Plan (G2.1), it is specified what is expected to be delivered.
56	1	Annex 7 - ESM Use Cases	Does TU/e expect each use case to be demonstrated as a separate scenario, or may suppliers connect multiple use cases into one end-to-end storyline?	See answer Ref. Nr. 39 and 49
57	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	How does TU/e want to handle future expansion to other service departments: should the first implementation plan already include a blueprint for scaling, or only take scalability into account?	The initial implementation should take future scalability into account. TU/e expects that valuable lessons learned during the first implementation wave will contribute to the development of a blueprint for future expansion.
58	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Which risks does TU/e itself consider most critical for this implementation, for example migration, adoption, integrations, governance, process harmonization or capacity?	TU/e has not predefined a specific ranking of implementation risks for this procurement. The purpose of this question is to allow tenderers to demonstrate their experience and expertise by identifying the key risks they foresee for a project of this nature and describing how these risks would be mitigated within their proposed implementation approach.
59	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Which training formats are preferred for agents, functional administrators and system administrators: classroom training, train-the-trainer, e-learning, work instructions or a combination?	It is up to the tenderer to make a decision on this. See also the answer Ref. Nr. 77, 92, 168 and 220. The Implementation plan is assessed by the assessment committee on the basis of:

				• The quality of the content of all aspects and the extent to which the elaboration is complete, transparent, tailored, unburdens the Contracting Authority and the way the tenderer demonstrates its added value on the mentioned themes. • The concreteness of the Implementation plan and the extent to which it has been made plausible by substantiation.
60	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Which success criteria will TU/e use to determine that the implementation of HRM, ESA and LIS has been successful?	The detailed success criteria for the implementation of HRM, ESA, and LIS will be determined by TU/e during the implementation phase. These criteria will be developed in collaboration with the selected supplier and aligned with the agreed scope, objectives, and expected business outcomes of the implementation.
61	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Which elements of the current TOPdesk setup does TU/e consider leading for the new ESM setup, for example categories, workflows, forms, authorizations, knowledge items or reports?	TU/e does not consider the current system configuration to be leading for the future ESM solution. The intention is to redesign and configure the new environment based, rather than replicating the current setup. The current system configuration will be a source with processes that need to be designed in the future ESM solution. However, certain data elements such as knowledge management items are expected to be transferred.
62	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Does TU/e expect existing processes from TOPdesk to be transferred as much as possible, or is process harmonization and redesign before migration part of the assignment?	See answer Ref. Nr. 61
63	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Are there any HRM, ESA or LIS services currently supported in TOPdesk that are intentionally excluded from the first implementation wave?	No. At this stage, TU/e has not identified any HRM, ESA, or LIS services that are intentionally excluded from the first implementation wave.

64	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Could you clarify which information in supporting annexes to the implementation plan will be considered assessment-supporting, and what must absolutely be included within the 6-page implementation plan itself?	It is up to tenderer to make a decision on this. Supporting annexes could be a for example a detailed milestone planning
65	1	Request for ESM Platform - 5.3.3 Use cases and user experience (G2.3)	For the use case demo: which user roles or scenarios does TU/e consider most decisive for a high user experience assessment?	All user roles are important. TU/e considers scenarios involving prospective students or employees to be particularly relevant, especially where sensitive personal data is involved.
66	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Which periods in the academic year are less suitable for workshops, testing, training or go-live activities?	The suitability of implementation activities depends on the business domain involved. From a Service Desk perspective, September and October are typically busy periods due to the start of the academic year and are therefore less suitable for major project activities. For ESA, the period from June through October is generally less suitable. In addition, examination periods at the end of each academic quarter require careful consideration when planning workshops, testing, training, or go-live activities. The detailed project planning be aligned with the academic calendar and the availability of the relevant stakeholders.
67	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	What internal capacity can TU/e make available per phase for business analysis, process design, data migration, testing, communication and training?	Tenderers are requested to describe the level of TU/e involvement and capacity they expect across implementation activities. See also paragraph 5.3.1 in the RfP.
68	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	What decision-making structure does TU/e expect during implementation: who decides on process standardization, scope changes, priorities and go-live readiness?	See answer Ref. Nr. 55

69	1	Request for ESM Platform - 5.3.1 Implementation Plan (G2.1)	Could you indicate which systems in the TU/e architecture are leading for identity, authorizations, organizational data, student data and employee data?	At present, identity services are provided through Entra ID and SURFconext. Employee data is sourced from AFAS, and student data from Osiris. Application-specific authorizations are generally managed within the respective application itself. Please note that TU/e is planning to migrate its IAM solution from SmartAIM to Entra ID in the last quarter of 2026.
70	1	Annex 7 - ESM Use Cases - Use case 2	For “create a ticket on behalf of another user”, which roles should be allowed to do this in TU/e’s expected setup?	The exact roles and authorization model will be determined during the implementation phase. Typical examples include a service desk employee creating a ticket on behalf of a customer, or a secretary or colleague submitting a request for someone who is temporarily unavailable. The solution should support such delegation scenarios through appropriate authorization and role-based access controls.
71	1	Request for ESM Platform - 5.3.1 Implementation plan	Which data from TOPdesk must be migrated at minimum: open tickets, history, knowledge items, assets, user data, reports or configuration?	TU/e cannot provide an exhaustive migration scope at this stage. The intention is to implement the new solution largely from scratch (eg processes). However, relevant data objects such as assets and knowledge management items including their associated relationships and dependencies are expected to be migrated.
72	1	Request for EMS Platform - 5.3.1 Implementation plan	Which existing processes in TOPdesk must be migrated one-to-one to the new tool, and which processes does TU/e want to redesign before migration?	See answer Ref. Nr. 61
73	1	Request for ESM Platform - Implementation time frame	Which criteria will TU/e use after the first implementation phase to determine whether expansion to other service departments has been successful and desirable?	See answer Ref. Nr. 60

74	1	Request for ESM Platform - 1.5 Design Principles	Which HRM, ESA and LIS services must be live at minimum by Turnkey Delivery in November 2027?	As a baseline, TU/e expects the HRM, LIS, and ESA services within scope to be fully implemented and operational by November 2027. At the same time, TU/e is open to discussing the implementation approach with the selected supplier and would welcome the use of their knowledge and experience to determine the most effective path towards achieving this objective.
75	1	Request for ESM Platform - 1.3 Introduction ESM	Which service chains across HRM, ESA and LIS are most important for TU/e to improve or standardize in the first implementation wave?	At this stage, one of the primary examples of a cross-domain service chain is the onboarding and offboarding process, as it typically involves coordination between HRM, ESA, and LIS. In addition, there are other relevant service chains, such as student enrollment processes, which mainly involve ESA and LIS, and do not include HRM. These types of processes are also important to consider for improvement or standardization. As there are multiple service chains across these domains, we expect that further prioritization will be defined during the implementation phase.
76	1	Request for ESM Platform - 1.3 Introduction ESM	Could you clarify which concrete pain points in the current service landscape have the highest priority for TU/e to solve with the new ESM platform?	Key pain points include improving self-service for guests (e.g., incoming students), increasing standardization and gaining better visibility into integrations and workflow chains. There are additional known pain points, which need to be addressed during the implementation.
77	1	Request for ESM Platform - 5.3.1 Implementation plan (G2.1)	Can TU/e confirm whether a train-the-trainer approach is considered an acceptable training methodology, provided that the required training materials (e.g. manuals, work instructions and quick reference cards) are delivered and key users/super users are sufficiently trained to transfer knowledge within the organisation?"	See answers Ref. Nr. 59, 92, 168 and 220
78	1	Request for ESM Platform - 1.5 Design Principles	What is the desired deadline for the implementation of the ESM solution?	See answer Ref Nr. 74

79	1	Annex 6 - ESM Functional Desirables - DES-25	Could TU/e clarify what is meant by "identifying bottlenecks and risks by process mining"? Specifically, is TU/e looking for dedicated process mining capabilities that automatically analyse event logs and visualise process flows, or would analytical reporting and workflow insights that help identify bottlenecks and process risks also satisfy this requirement?	TU/e would preferably like the solution to provide process mining capabilities that can analyse event logs and support the identification of bottlenecks, deviations, and process risks. However, TU/e is open to alternative approaches, provided they effectively support the identification of bottlenecks and risks within processes. Tenderers are requested in Annex 6 to describe the capabilities of their solution and how these objectives are achieved.
80	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-39 / DM-10	Could TU/e provide examples of the information objects for which individual retention schedules are expected and indicate whether retention management at entity type level would be sufficient?	An example would be the automatic clearing of form field values and related attachments based on predefined retention conditions and the type of service involved, such as HR-related services or immigration-related requests. Tenderers are requested to describe how their solution supports retention management and whether retention policies can be applied at entity type level and/or at a more granular level where required.
81	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-34 / CM-7	We note that the current Service Level provisions include both financial penalties and the right for the Client to terminate the Agreement in the event of repeated KPI breaches. Would the Client be willing to reconsider these sanction-based provisions and instead rely on KPI monitoring, reporting, escalation procedures, and regular service reviews as the primary mechanisms for ensuring service quality?	No, the client is not open to retaining the KPI framework while removing the associated penalty and termination provisions. We also believe in good collaboration, but sometimes it is necessary to have the possibility to imply a penalty or even termination as a leverage to enforce a solution.

We fully support the inclusion of measurable KPIs and transparent reporting. These KPIs provide valuable insight into service performance and create a clear basis for ongoing dialogue and continuous improvement. Performance against the agreed KPIs is reviewed on a regular basis with the Client, allowing both parties to proactively identify trends, address issues, and implement corrective actions where necessary.

Our experience is that service levels are most effective when they serve as a framework for collaboration, governance, and continuous improvement rather than as a basis for penalties or contractual sanctions. As a service provider, we are inherently motivated to achieve the agreed service levels through our commitment to customer satisfaction, long-term partnership, service quality, and contract continuity.

We therefore believe that the combination of KPI monitoring, periodic service reviews, escalation procedures, and active account management provides sufficient assurance that service performance will be appropriately managed and continuously improved, without the need for financial penalties or termination rights linked specifically to KPI performance.

Would the Client be open to retaining the KPI framework while removing the associated penalty and termination provisions?

82	1	Annex 5 - ESM Foundational and Functional Requirements - ESM 5.2.1 (CM 5	The requested reporting includes metrics and status information for Problems and Changes. Could the Client clarify the intended objective of these reports?	The question as currently formulated is unclear. We require two distinct types of reporting and dashboarding: business-focused KPI and system performance. System performance reporting and dashboarding are intended for a
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FOU-32 / CM-5 Within the SaaS service model, Incident management is the primary customer-facing operational process and is therefore supported by service reporting, including response, reaction, resolution, and trend information. Problem Management and Change Management are internal operational processes used by the Contractor to continuously improve and maintain the service and are not governed through customer-facing service levels or KPIs.

limited group of users (engineers) only.

Would the Client be willing to accept reporting focused on service outcomes, such as availability, incidents, releases, and security updates, rather than detailed reporting on the Contractor's internal Problem and Change processes? This would ensure that reporting remains focused on measurable service performance and customer impact.

83	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-12 / AM-5	We operate according to a standardized update process in which updates are deployed automatically and continuously, accompanied by release notes and advance communication for impactful changes. This approach ensures that all customers remain secure, compliant, and up to date, while limiting the size and risk of individual changes. Could the Client clarify the underlying objective of the requirement that updates and upgrades must be scheduled individually in consultation with the Client and may not be planned by the Contractor? Would the Client be willing to accept our standard SaaS update process, provided that: - updates are performed within predefined maintenance windows; - release notes are made available for all changes;	Yes, TU/e is willing to accept a standard SaaS update process, provided that TU/e is informed in a timely manner about planned changes and their potential impact. Updates may be performed within predefined maintenance windows, release notes should be made available for all changes, and major functional changes should be communicated sufficiently in advance. Emergency security and privacy updates may be deployed immediately when required. The objective of the requirement is to ensure that TU/e has adequate visibility into upcoming changes and sufficient opportunity to assess and prepare for any potential impact on its users/processes/integrations. Subject to these conditions, TU/e is willing to work within the supplier's standard update process.
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			- major functional changes are communicated well in advance; - emergency security and privacy updates can be deployed immediately when required? This would allow the Client to benefit from the security, stability, and continuous improvement model from our model.	
84	1	Annex 3 - ESM Price form - Section D	The pricing form distinguishes between various operational roles, including junior consultant, mid-level consultant, senior consultant, engineer, specialist, architect, trainer, change consultant, and project manager. Since suppliers may use different organizational structures, titles, and delivery methodologies, the requested job descriptions may not directly correspond to the roles used within a supplier's organization. Can the TU/e confirm that suppliers may assign their own roles and corresponding hourly rates to the requested roles based on the most closely matching roles and responsibilities, provided that the proposed role is capable of performing the activities described for that role?	Yes, we can confirm this.
85	1	Annex 3 - ESM Price form - Section A	The pricing form separates individual cost categories for Consultancy, Design, Configuration, Implementation, Migration, Testing & Acceptance, Hypercare, and Documentation & Knowledge Transfer. Some suppliers may apply a pricing model in which these activities are not priced separately but are included within a single fixed turnkey implementation fee.	Yes, we can confirm this.

			Can the Contracting Authority confirm that, where the costs for items b through h are fully included within another implementation-related cost category, Tenderers may allocate these costs to that category and enter an amount of EUR €0.00 for the remaining categories, provided that the total turnkey implementation price is complete and covers the full requested scope?	
86	1	Annex 3 - ESM Price form - Row 73	Our solution includes standard integrations with Microsoft Intune and Lansweeper, which can be used as asset discovery sources for automatically identifying and maintaining asset information. Could TU/e please confirm whether these standard integrations satisfy the Asset Discovery Tool requirement? Furthermore, as these integrations are included as standard functionality within our solution and do not incur additional licensing costs, would it be acceptable for us to enter EUR 0.00 for this pricing component?	Yes, we can confirm this. However, all requirements outlined in the Tendering Documents must be fully satisfied within the scope of the provided price form to avoid any unexpected additional costs.
87	1	Annex 3 - ESM Price form - Row 66	In our commercial model, SLA services and Service & Support are included within the subscription fee and are not charged as separate pricing components. Could TU/e please confirm whether it is acceptable for us to enter EUR 0.00 for row 66, provided that the applicable SLA commitments and Service & Support services are fully included in our proposed pricing?	Yes, we can confirm this.

88	1	Annex 3 - ESM Price form - Row 60	We would like to request clarification regarding row 60 – System Usage. In Annex 3, a distinction is made between the pricing components "Operator Licences" and "System Usage". Could TU/e please clarify what is included under "System Usage" and how this component relates to the Operator Licences? Our commercial model is based on an all-inclusive price per operator licence, covering access to and use of the platform. We do not apply a separate charge for system usage. Could TU/e please confirm whether it is acceptable for us to enter EUR 0.00 for the System Usage component, provided that all related functionality and usage are included in the proposed operator licence pricing?	Yes, we can confirm this. However, all requirements outlined in the Tendering Documents must be fully satisfied within the scope of the provided price form to avoid any unexpected additional costs.
89	1	Annex 3 - ESM Price form - Row 55	We would like to clarify row 55 of the pricing schedule. Our pricing model is not based on the number of assets. The number of assets managed within the system is included in our standard subscription fee and does not result in any additional charges. Could TU/e please confirm that it is acceptable for us to enter EUR 0.00 for row 55, as asset management is included in the proposed price and is not priced separately?	Yes, we can confirm this. However, all requirements outlined in the Tendering Documents must be fully satisfied within the scope of the provided price form to avoid any unexpected additional costs.
90	1	Annex 3 - ESM Price form - Row 51&53	We would like to clarify the user categories referenced in the pricing schedule. In rows 51 and 53, Approval Managers and System Administrators/Application Engineers are mentioned as separate user types. In our licensing model, these roles would typically require a licensed agent (handler) account. Could TU/e please confirm whether users fulfilling the roles of Approval Manager (row 51) and System Administrator/Application Engineer (row 53) should be included within the total of 750 agents, or whether these roles are expected to be licensed separately and therefore fall outside the 750-agent count?	These roles are expected to be licensed separately and are excluded from the 750-agents count, as they are not agents. See Annex 4 for the definitions of agent, manager and system admin.

91	1	Annex 3 - ESM Price form - Row 47	Our licensing model is based exclusively on licensed agents (operators/handlers). End users are not licensed separately and therefore do not incur any additional licence costs. Could TU/e please confirm that it is acceptable to enter EUR 0.00 for end-user licences in the pricing schedule, as all licence costs are covered through the agent-based licensing model?	Yes, we can confirm this. However, all requirements outlined in the Tendering Documents must be fully satisfied within the scope of the provided price sheet to avoid any unexpected additional costs.
92	1	Annex 3 - ESM Price form - Row 40	To ensure a high-quality implementation and effective knowledge transfer, our standard approach includes training for up to 8 participants per training session. We can accommodate all required participants; however, if the total number exceeds 8, the training would be delivered in multiple smaller groups to maintain training quality and effectiveness. In addition, we typically apply a train-the-trainer approach, focusing on key users and administrators who can subsequently support adoption, knowledge sharing, and day-to-day usage within the organisation. Could TU/e please confirm whether: Delivering the training in multiple smaller groups (with a maximum of 8 participants per session) is acceptable; and A train-the-trainer approach, focused on key users and administrators, meets TU/e's expectations regarding knowledge transfer and user adoption?	Yes, this is acceptable. TU/e acknowledges that role definitions and delivery models may differ between suppliers. Tenderers may therefore map their own roles and corresponding hourly rates to the roles listed in the pricing form. The Contracting Authority has structured the price sheet in such a way that a fair comparison between the submitted offers remains possible. See also Ref. Nr. 59, 77, 168 and 220

93	1	Annex 3 - ESM Price form - Row 5	TU/e states that, following contract award, no additional costs will be accepted, for example additional licence fees resulting from an increase in the number of users. However, under Section C – Licence Expansion, TU/e requests pricing for licence expansion. In our view, these statements appear to contradict each other. Could TU/e please clarify how these requirements should be interpreted? Specifically, under which circumstances would licence expansion pricing be applicable if no additional licence costs will be accepted during the contract term?	See answer Ref. Nr. 9
94	1	Annex 6 - ESM Functional Desirables - DES-52	Could TU/e provide representative use cases for multimodal AI processing and clarify whether all listed file formats are expected to be supported from the initial implementation phase?	Representative use cases include the analysis and processing of documents, spreadsheets, reports, screenshots, scanned documents, and images within service management processes. Examples of relevant file formats are DOCX, XLSX, PDF, CSV, JPG, PNG, and TIFF. Tenderers are requested in Annex 6 to indicate which file formats are supported by their proposed solution, both at initial implementation and through planned future enhancements.
95	1	Annex 6 - ESM Functional Desirables - DES-51	Could TU/e clarify whether support for externally managed LLM endpoints is required at go-live and which AI gateway technologies or standards are currently preferred within TU/e?	TU/e has not yet defined a preferred AI gateway technology or specific standards for connecting external LLMs. Tenderers are requested in Annex 6 to describe the requirements, supported standards, and technical prerequisites for integrating externally managed LLM endpoints with their solution, both at go-live and as part of future developments.
96	1	Annex 6 - ESM Functional Desirables - DES-48	Could TU/e clarify which Identity Governance and Administration (IGA) platform is currently in use and which specific SCIM use cases are expected to be supported (e.g. user provisioning, deprovisioning, role assignment, group synchronisation, entitlement management)?	TU/e is moving to Microsoft Entra ID Governance. SmartAim might still be at play at go live but will never be used for direct provisioning. A connection via Surfconext for authentication is preferred. SCIM provisioning is also possible via Azure.

97	1	Annex 6 - ESM Functional Desirables - DES-36	Could TU/e clarify which telephony platform(s) are currently in use and whether call logging is expected through native integration or via third-party CTI solutions?	TU/e's preference is to have a fully integrated telephony solution. At present, TU/e has an existing integration between its telephony environment and Microsoft Teams through Moyobi.
98	1	Annex 6 - ESM Functional Desirables - DES-34	Could TU/e provide representative use cases for this requirement and clarify the primary business objective? Specifically, is the main objective to ensure continuity of ticket handling and approvals during employee absence, regardless of whether this is achieved through automated delegation, team-based ownership, workload balancing, or other assignment mechanisms?	The primary objective is to ensure continuity of ticket handling and approval processes during periods of employee absence. TU/e does not prescribe a specific mechanism to achieve this. Automated delegation, team-based ownership, reassignment or other suitable approaches are all acceptable, provided that they effectively ensure business continuity and prevent requests/tickets/approvals from being delayed due to the unavailability of an individual user.
99	1	Annex 6 - ESM Functional Desirables - DES-23	Could TU/e provide one or more representative use cases for the mobile QR/NFC scanning functionality and clarify the primary business objective of this requirement? For example, is the intended use case asset identification for self-service incident reporting, field service activities, inventory management, asset audits, or asset lifecycle management?	The primary business objective is to enable efficient identification and verification of assets in the field, allowing users to quickly access relevant asset information and support activities such as inventory validation/asset tracking/audit processes.
100	1	Annex 6 - ESM Functional Desirables - DES-15	Could TU/e provide one or more representative use cases for the desired webshop-like service catalogue and clarify which webshop capabilities are considered most important (e.g. shopping cart functionality, bundled service requests, checkout experience, order tracking, pricing information, approval workflows or inventory visibility)?	See answer Ref. Nr. 23

101	1	Annex 6 - ESM Functional Desirables - DES-14	Could TU/e provide representative examples of the optimization recommendations expected from the platform and clarify whether these are expected to be AI-generated or based on analytics and reporting?	Yes, the platform is expected to provide optimization recommendations. A representative example would be workload forecasting combined with resource planning. For instance, the platform could analyze historical ticket volumes/seasonal patterns/recent trends to predict future workload and provide recommendations on staffing levels or resource allocation required to meet service-level targets. TU/e is open to both AI-generated recommendations and recommendations based on analytics and reporting, provided they deliver meaningful and actionable insights.
102	1	Annex 6 - ESM Functional Desirables - DES-13	Could TU/e provide representative examples of workflows that are expected to be created or maintained using AI assistance?	TU/e is particularly interested in AI capabilities that assist agents and administrators in creating and maintaining workflows. Representative examples include generating workflow designs from natural-language descriptions. AI-assisted workflow design could help administrators rapidly configure or modify processes.
103	1	Annex 2 - ESM Data Processing Agreement - Annexes	We will provide the requested information if Processor is selected and the Parties proceed with contract finalization.	No question has been answered here by the contracting authority
104	1	Annex 2 - ESM Data Processing Agreement - Clause 11.3	Processor does not amend individual contracts for subprocessor changes, as this would require updating a large number of agreements. Instead, any subprocessor change will be communicated in accordance with clause 11.3, and the online subprocessor list will be updated accordingly.	Clause 11.3 needs to remain as it is. There is no amendment required for the individual contract only the annex.

105	1	Annex 2 - ESM Data Processing Agreement - Clause 10	We request amendment of this clause. As currently drafted, the indemnity is unlimited in scope and applies to all claims, fines, losses, damages, and expenses arising from any breach of the Data Processing Agreement. This creates a disproportionate allocation of risk and bypasses the liability framework agreed between the Parties. We propose that the Processor shall only be liable for damages, fines, and claims to the extent caused by its proven breach of the Data Processing Agreement and that any such liability remains subject to the liability provisions and limitations agreed in the Agreement between the Parties. Suggested wording: "The Processor shall indemnify the Controller against third-party claims and administrative fines to the extent directly resulting from the Processor's breach of this Data Processing Agreement. Any liability of the Processor under this Data Processing Agreement shall be subject to the liability limitations and exclusions agreed between the Parties in the Agreement, except where such limitation is prohibited by applicable law."	Refer to the main Agreement for the liability clause.
106	1	Annex 2 - ESM Data Processing Agreement - Clause 7.4	We note that contact details should be maintained by the Client within the environment. This ensures that Processor can quickly reach the appropriate contacts when necessary and that the most up-to-date contact information is always available.	Contact information needs to be filled in the Annex of the DPA anyway, updates withing the enviornment with the contact information is acceptable.
107	1	Annex 2 - ESM Data Processing Agreement -	We request clarification that the Processor's liability for its Sub-processors is in accordance with Article 28(4) GDPR. Proposed wording:	Liability clause is present in the main agreement. Please refer to the provisions therein.

		Clause 4.2	"The Processor shall remain fully liable to the Controller for the performance of the Sub-processor's data protection obligations in accordance with Article 28(4) GDPR."	
108	1	Annex 1 - ESM Agreement - Clause 29.7	We request clarification that any contractual penalties paid by the Contractor shall be offset against any damages awarded in relation to the same event or breach in order to avoid double recovery.	There will only be one penalty applied per event/breach. The penalty itself is described in Annex 1 - ESM Agreement - Clause 12.12
109	1	Annex 1 - ESM Agreement - Clause 29.5	We request amendment of this clause so that cooperation with future sovereignty initiatives is subject to technical feasibility, mutual agreement, and applicable commercial arrangements.	TU/e is willing to consider cooperation with future sovereignty initiatives in a pragmatic manner. Where implementation of a future sovereignty initiative would require significant additional effort, costs, or changes to the agreed scope of services, the commercial implications can be discussed. However, TU/e does not agree that cooperation should be subject to mutual agreement, as this could effectively prevent the implementation of future sovereignty requirement
110	1	Annex 1 - ESM Agreement - Clause 27.3	We kindly request that any audit be performed by an independent third-party auditor rather than by the Client itself. This helps ensure an objective and impartial assessment while safeguarding the confidentiality of the Contractor's proprietary information, internal processes, and security controls. Any auditor should be subject to appropriate confidentiality obligations.	Agreed. TU/e is willing to accept that audits are performed by an independent third-party auditor.
111	1	Annex 1 - ESM Agreement - Clause 27	We request that audits be limited to once per year, upon reasonable notice, during normal business hours, and that independent certifications and audit reports such as ISO 27001 and SOC reports may be relied upon where available.	Agreed, with the exception that TU/e reserves the right to request an additional audit at any time in the event of an emergency or exceptional circumstance, such as a data breach or other situations that may materially affect TU/e data or services.

112	1	Annex 1 - ESM Agreement - Clause 26.6	We request limiting AI transparency obligations to disclosures required by applicable law. The Contractor should not be required to disclose proprietary algorithms, training data, source code, trade secrets, or other confidential intellectual property.	The clause remains unchanged. The Contracting Authority notes that any confidential information disclosed pursuant to this clause remains subject to the confidentiality provisions of the Agreement. This question does not give rise to any amendment to, or limitation of, the disclosure obligation set out in this clause.
113	1	Annex 1 - ESM Agreement - Clause 24.4	We request deletion of the obligation to reverse acquisitions, restructurings, or supplier changes, as such actions are not commercially feasible in practice.	Not agreed; having the right to excute will not perse mean we will excute the right. That depends on the situation.
114	1	Annex 1 - ESM Agreement - Clause 24	We request replacing the consent requirements relating to internal restructurings, acquisitions, changes in ownership structure, and supplier changes with a notification obligation, unless such change materially affects the Contractor's ability to perform the Agreement.	Not agreed; having the right to excute will not perse mean we will excute the right. That depends on the situation.
115	1	Annex 1 - ESM Agreement - Clause 21.5	We request amendment of this clause so that the notification period reads “within 24 hours after the Contractor has confirmed an actual security incident or personal data breach.” The GDPR does not prescribe a fixed notification timeline for processors. The 72-hour deadline applies to the data controller after it has become aware of a personal data breach, whereas the processor must first investigate, assess, and confirm the incident before notifying the controller. For that reason, notifying the Client within 24 hours after confirmation of the breach is consistent with GDPR requirements and gives the Contractor sufficient time to	Article 21.5 refers to Security incidents involving any kind of Data, not exclusive to data falling under the GDPR. With the NIS2 demarcation of the TU/e as an important entity, and the upcoming Cyberbeveiligingsbesluit (Cbb) our organization will have increased reporting obligations on security incidents, including those of Processors in our Supply Chain which directly affect our operations. With this information in mind, the current formulation of clause 21.5 is adequate to comply to this legislation.
116	1	Annex 1 - ESM Agreement - Clause 21.3	We would like to highlight the interaction between the requirements in Article 21 regarding EEA-only access to Data and the service requirements set out in Article 12. To provide the requested support coverage and response times, Contractor relies on globally distributed support and operational teams. Outside standard European business hours, support activities may be performed by teams located outside the EEA.	See answer Ref. Nr. 4

If all access to Data and systems must be restricted exclusively to the EEA and no access from third countries is permitted, this will significantly limit Contractor's ability to provide the requested 24/5 support services.

117	1	Annex 1 - ESM Agreement - Clause 20.3	We request extending the force majeure period from 15 Working Days to 30 calendar days before termination rights arise.	Not agreed; having the right to excute will not perse mean we will excute the right. That depends on the situation.
118	1	Annex 1 - ESM Agreement - Clause 19.3	We request amendment of this clause so that claims relating to personal data processing remain subject to a separate liability cap of EUR 500,000. The current exclusion creates unlimited liability, which is disproportionate to the nature of the services and the commercial value of the Agreement. We therefore propose that liability arising from breaches relating to personal data processing shall be capped at EUR 500,000 per event or series of related events, while remaining subject to the obligations set out in the Data Processing Agreement.	Not agreed. TU/e does not agree to the proposed limitation of liability for claims relating to personal data processing. The extent of any liability can only be determined based on the specific circumstances of a case. Therefore, TU/e cannot agree in advance to a fixed liability cap for such claims.
119	1	Annex 1 - ESM Agreement - Clause 18.5	We request deletion of the obligation to provide source code and object code. This requirement is not compatible with Contractor's SaaS delivery model and cannot be accepted. Contractor provides a multi-tenant SaaS platform and does not make its source code or object code available to customers. This is a fundamental characteristic of the service and applies uniformly across our customer base. Data portability and reasonable transition support can remain subject to the exit provisions of the Agreement, but the source code and object code obligations must be removed for Contractor to be able to contract under this Agreement.	See answer Ref. Nr. 1

120	1	Annex 1 - ESM Agreement - Clause 18.3	We request that any extension after the initial term be subject to mutual written agreement of both Parties.	Not agreed
121	1	Annex 1 - ESM Agreement - Clause 17.2	The current clause is not compatible with a SaaS model, as it requires transfer of intellectual property rights, source code, and perpetual licensing rights relating to the Contractor's standard software and platform. The Contractor must retain ownership of its pre-existing and standard intellectual property. We suggest the following clause as a replacement: All intellectual property rights in and to the IT Solution, including the Software, platform, source code, object code, Documentation, methodologies, know-how, templates, configurations, interfaces, enhancements, updates, upgrades, and any other materials developed or provided by the Contractor in connection with the Agreement, shall remain vested in the Contractor and/or its licensors. The Contractor grants the Client a non-exclusive, non-transferable right to use the IT Solution and the accompanying Documentation for its internal business purposes during the term of the Agreement. To the extent any deliverables are specifically developed exclusively for the Client and expressly identified as custom developments in a separate written agreement, the Parties may agree in writing on the ownership and usage rights applicable to such deliverables. In the absence of such written agreement, all intellectual property rights shall remain vested in the Contractor.	Annex 1 - ESM Agreements - Clause 17.2 is only applicable for software specifically developed for TU/e by the Contractor and/or its licensor(s) and only if parts thereof and/or elements related thereto are not related and/or for functionality/operation are not dependent on software/products/licenses for which the property rights cannot be transferred to the Client.

			Nothing in this Agreement shall require the Contractor to transfer ownership of its source code, standard software, platform, or other pre-existing intellectual property rights to the Client.	
122	1	Annex 1 - ESM Agreement - Clause 15.6	We request the right to suspend services in the event of material payment default after prior notice and a reasonable cure period.	Not agreed. This clause is only applicable on the basis of a suspected substantive inaccuracy of that invoice.
123	1	Annex 1 - ESM Agreement - Clause 15.1	If a purchase order is mandatory, we request that invoices may be submitted without a PO number if the Client has not provided a PO number after two written reminders.	Agreed.
124	1	Annex 1 - ESM Agreement - Clause 14.3	We propose using the CBS Services Price Index (Dienstenprijzen commerciële dienstverlening en transport, group J62/J6202 or successor index), which better reflects software and SaaS market developments	Agreed.
125	1	Annex 1 - ESM Agreement - Clause 13.4	We request inclusion of the possibility to retire functionality upon reasonable prior notice (6 months), provided this does not materially affect the core functionality of the IT Solution.	Article 13.4 of the agreement will be rewritten to: 13.4. Adjustments and/or additions to the IT Solution provided, including New Versions, shall never result in a limitation of the performance and/or applications or application features of the IT Solution in connection with the IT Infrastructure used by the Client, or in an increase of costs for the Client. Retirement of functionality is possible upon reasonable prior notice (6 months), provided this does not affect the core functionality of the IT Solution or affect functionality actively in use by Client, unless otherwise mutually agreed.

126	1	Annex 1 - ESM Agreement - Clause 12.12	We kindly request removal of the penalties set out in this clause. The Agreement already provides the Client with sufficient remedies in the event of non-performance, including rights relating to liability, damages, acceptance, and termination. The inclusion of additional fixed penalties creates a disproportionate allocation of risk and may result in overlapping remedies and double recovery for the same event. As such, we believe the existing contractual remedies provide adequate protection for the Client without the need for a separate penalty regime.	Not Agreed. The remedies mentioned are all applied in different stages. Clause 12.12 can be implied to prevent execution of the termination right.
127	1	Annex 1 - ESM Agreement - Clause 12.11	We kindly request adding the words "upon request by the Client" to this clause. Contractor does not maintain a standardized process for providing quarterly availability reports to all customers, and such reports are generally provided when specifically requested. This amendment would ensure the reporting obligation remains practical and aligned with Contractor's standard service processes while still enabling the Client to obtain the information whenever needed.	Not Agreed. Guarding KPI's should be structural to be able guarantee Service levels. Generating such a report should be part of transparent communication on meeting those requirements.
128	1	Annex 1 - ESM Agreement - Clause 12.8	We kindly request amendment of this clause, as the response and recovery times included in the Agreement do not align with Contractor's standard support processes and cannot be modified on a customer-specific basis. We propose the following response times: Priority 1 (High): 15 minutes; Priority 2 (Medium): 9 business hours; Priority 3 (Low): 9 business hours. These service levels are applied consistently across our customer base and are therefore not subject to deviation.	Not agreed. TU/e requires the response times as specified in the procurement documents. The proposed response times are therefore not accepted.

129	1	Annex 1 - ESM Agreement - Clause 12.7	We kindly request replacing the notification period of 10 Working Days with 7 calendar days. This is in line with Contractor's standard maintenance procedures, which are applied uniformly across all customers to ensure a consistent and efficient service delivery process. As a result, we are unable to support deviations from this standard notification period.	Not agreed. TU/e requires the notification period as specified in the procurement documents.
130	1	Annex 1 - ESM Agreement - Clause 12.3	Contractor provides 24/5 support only under one service package.	Not agreed. TU/e requires the service window as specified in the procurement documents. While a 24/5 service desk may be acceptable, the required service window remains 24/7. Digital ticket creation should always be possible.
131	1	Annex 1 - ESM Agreement - Clause 12.2	Contractor provides 24/5 support only under one service package.	See answer Ref. Nr 130
132	1	Annex 1 - ESM Agreement - Clause 10.3	We request replacement of the prior written approval requirement for subprocessors with a general authorization mechanism in accordance with Article 28(2) GDPR. Under this approach, the Contractor shall inform the Client of any intended additions or replacements of subprocessors and provide the Client with the opportunity to object on reasonable data protection grounds within 30 days of such notification. This approach reflects standard GDPR practice and enables the Contractor to manage its service providers efficiently while preserving the Client's rights and protections.	Clause 10.3 will be removed. This issue is handled in Annex 2 - ESM Data Processing Agreement, Article 11.3
133	1	Annex 1 - ESM Agreement -	We request confirmation that any information provided under this clause remains confidential and may not be disclosed to	The Contracting Authority does not agree to the proposed confirmations or clarifications.

		Clause 7.1 ix)	third parties except as necessary for the performance of the Agreement.	Article 7 is intended to ensure that the Client can fully use, reproduce, transfer and rely on the Documentation for the use, management, continuity and, where necessary, transition of the IT solution, including use by the Client or by third parties engaged by the Client for operation, support or transition purposes, as reflected inter alia in Article 7.1(ix) and the exit and continuity provisions of Article 18. The requested clarifications would unduly restrict that purpose, in particular by limiting the use, transfer and disclosure of Documentation to internal purposes or to parties involved in the performance of the Agreement only. This question does not give rise to any amendment.
134	1	Annex 1 - ESM Agreement - Clause 7.1 vii)	We request clarification that transferability does not permit sharing Documentation with third parties other than authorized parties involved in the performance of the Agreement.	See answer Ref. Nr. 133
135	1	Annex 1 - ESM Agreement - Clause 7.1 vi)	We request clarification that Documentation may only be reproduced and used for the Client's internal purposes and remains subject to the confidentiality obligations under the Agreement.	See answer Ref. Nr. 133
136	1	Annex 1 - ESM Agreement - Clause 6.9	We request deletion of this clause. The agreement already contains sufficient remedies for delay, including acceptance rights, termination rights, liability provisions, and damages. Retaining this penalty creates a risk of double recovery.	Not agreed. This clause is only applicable in case of attributable failure on the part of the Contractor and the IT solution is not Delivered as a Turnkey Delivery on the agreed date, or is rejected. Client does not see how this creates a risk of double recovery.

137	1	Annex 6 - ESM Functional Desirables - DES- 24	Could TU/e clarify what is meant by "predictive workload forecasting"? For example, is TU/e primarily looking for forecasting of ticket volumes, resource and capacity planning, workload distribution across teams, or other predictive capabilities?	Forecasting of incoming ticket volumes (e.g., incident and service request demand), Predictive resource and capacity planning (e.g., staffing levels, skill allocation), Workload distribution and balancing across teams or service units, Or a broader set of predictive capabilities, potentially including trend analysis, seasonal demand patterns, and proactive workload optimization.
138	1	Annex 6 - ESM Functional Desirables - DES- 22	Could TU/e specify which FMIS reservation system is currently in use and expected to be integrated with the proposed solution? Additionally, could TU/e provide a high-level description of the intended integration scope and key use cases related to room bookings and additional facility services?	TU/e currently uses Planon as its reservation system. However, please note that Planon is also part of a separate procurement process. The intended integration scope has not yet been fully designed. Potential examples of additional facility services include catering requests and audiovisual support services linked to reservations.
139	1	Annex 6 - ESM Functional Desirables - DES- 17	To ensure a common interpretation of this requirement, could TU/e clarify whether automated asset discovery is expected to be performed by the ESM platform itself, or whether the requirement may be fulfilled through integration with an external discovery and inventory management solution, with discovered assets being synchronised into the ESM platform?	The TU/e would like to understand the available discovery capabilities in your system, whether provided internally or through external tools. See also answer Ref. Nr. 86.
140	1	Annex 5 - ESM Foundational and Functional Requirements - REQ 64 - Manager	Is TU/e's primary objective that approvers can approve requests directly from email without needing to access the ESM portal, regardless of whether this capability is delivered natively by the ESM platform or through a securely integrated solution?	Yes. TU/e's primary objective is that approvers can review and approve requests in a secure and user-friendly manner without necessarily having to access the ESM portal. TU/e does not prescribe a specific approval mechanism. Approval directly from email, secure approval links, mobile-based approval, Microsoft Teams-based approval, or other secure approaches are all acceptable, provided that they meet the relevant security, authorization, and audit requirements.

141	1	Annex 5 - ESM Foundational and Functional Requirements - REQ 57 - System Admin	Could TU/e provide one or more representative use cases for global notifications and announcements, including the intended audience, channels and expected behaviour during incidents, maintenance windows and service disruptions?	Representative use cases include major incidents and scheduled major maintenance. In such cases, notifications should be communicated through all available system channels. The solution should allow configuration of global notifications, including defining the target audience and other relevant conditions.
142	1	Annex 5 - ESM Foundational and Functional Requirements - REQ 54 - System Admin	Could TU/e provide an indicative prioritisation of the listed integrations and, where applicable, the key business processes that should be supported through each integration during the initial implementation phase?	An indicative prioritisation of integrations includes key systems such as OSIRIS, Telephony (Moyobi), and identity management tools (e.g., Entra ID/Active Directory), followed by systems such as Facilitator, AFAS, Databricks, Unit4, and Jira. These integrations should support the core business processes within each domain. This list of integrations is not exhaustive.
143	1	Annex 5 - ESM Foundational and Functional Requirements - REQ 53 - System Admin	The solution shall support bi-directional integrations via documented APIs for inbound and outbound data exchange. The supplier will provide a list of application integration that are included.	The Contracting Authority does not understand the question
144	1	Annex 5 - ESM Foundational and Functional Requirements - REQ 21 - Customer	To ensure a common interpretation of this requirement, could TU/e provide further details on the expected omni-channel scope? Specifically, which messaging platforms are envisaged, what are the primary use cases for these channels, and are they required from go-live or considered optional future capabilities?	For go-live, TU/e expects support for the following channels: email, telephone, self-service portal (SSP), and chatbot. In the future, TU/e may also consider additional channels, such as social media platforms..
145	1	Annex 5 - ESM Foundational and Functional Requirements - REQ 8 - Customer	To ensure a common interpretation of this requirement, could TU/e provide one or more representative use cases demonstrating how ticket creation forms are expected to dynamically adapt based on ticket type and user role, including examples of conditional fields, mandatory information, and role-specific form behaviour?	There are multiple possible approaches to addressing this requirement, and we are open to different solutions. Our primary focus is on how the system can support users in both completing forms efficiently and identifying the correct forms to use.

			information, and role-specific form behaviour?	In addition, we believe it is important that individual teams have the flexibility to define the most suitable approach for their specific forms, including how fields, conditions, and user interactions are structured. Examples of dynamic behavior (such as conditional fields, mandatory inputs, or role-based adaptations) can vary depending on the use case, and we would be interested in seeing how the system supports such flexibility in practice.
146	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-57 / INT-1	Could TU/e clarify whether data extraction through documented APIs is the preferred integration approach, or whether TU/e expects direct access to a reporting database or data export mechanism?	From an integration perspective, REST APIs are the preferred option. For BI purposes, direct file transfer to and from databases, data warehouses, and other data storage systems is also an option.
147	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-54 / IAM-2	Could TU/e specify which IGA platform is currently in use and which provisioning and deprovisioning scenarios are expected at go-live?	See answer Ref. Nr. 96
148	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-51 / IAM-21	Could TU/e provide an example of the desired login experience and confirm whether support for IdP-initiated SAML/OIDC authentication satisfies this requirement?	A connection via surfconext for authentication is preferred. SCIM provisioning is also possible via azure. Scope of provisioning (e.g. only join/leave or also roles etc) to be determined.

149	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-30 / CM-4	At this moment we do not (yet) have a close to realtime fashion to access all the KPI measurements. Ofcourse we have dashboarding about SaaS uptime. But our dashboard does not show any KPI performance regarding for example SLA duration times. At this moment we share the support service KPI's report once a month automatically. Can you please provide an accordance to the fact that we will make sure that SaaS performance KPI's are available via dashboards, but performance metrics regarding the support services are available via automated reports once a month (and optional upon request)?	Agreed. TU/e considers it sufficient to receive a monthly KPI report regarding performance metrics, provided that additional reports can be requested in the interim when reasonably required. TU/e would furthermore appreciate a commitment to make relevant KPI information available through dashboards.
150	1	Annex 5 - ESM Foundational and Functional Requirements - FOU-30 / CM-3	Can you please provide us an example of a risk, you would expect to be informed about in this regard? This helps us to indicate how we can fulfill this requirement.	An example of a risk that TU/e would expect to be informed about is a situation where the database grows significantly over time and there is an increasing risk of performance degradation or capacity constraints if no mitigating actions are taken. This is only one example. More generally, TU/e expects to be informed about risks that could materially affect the performance or continuity of the service, allowing appropriate mitigating actions to be discussed and planned in a timely manner.
151	1	SaaS	Bent u bereid om een End User License Agreement te tekenen voor het leveren van de licenties aangezien u als klant de daadwerkelijke gebruiker zult zijn met de bijbehorende licentievoorwaarden?	TU/e cannot provide a general confirmation at this stage. Whether TU/e is willing to accept and sign an End User License Agreement (EULA) will depend on the specific terms and conditions of that EULA. Any EULA will be reviewed to determine whether it is compatible with the procurement and contractual framework governing the agreement between the parties.
152	1	Voorwaarden TU/e	De bij deze Opdracht verwachte juridische en financiële voorwaarden zijn complex, beide software leveranciers hebben aan de voorkant aangegeven zich voor de levering van de software diensten niet aan Voorwaarden TU/e te willen conformeren””.	The concept agreement and all conditions applicable are part of the Tendering Documents. If you have specific questions about these documents of specific clauses/ conditions you can aks questions and/or make suggestions. See paragraph 3.6 of the RfP.

U geeft aan dat de wederzijdse rechten en plichten worden vastgelegd in de Overeenkomst. De Voorwaarden TU/e zijn ook onderdeel van de Overeenkomst.

Op voorhand kunnen wij onmogelijk met een SaaS leverancier de Voorwaarden TU/e accepteren voor wat betreft de SaaS Applicatie Service. Graag uw toelichting hoe u dit ziet in het proces en hoe we kunnen voorkomen dat we daardoor in dit stadium niet akkoord kunnen gaan met deze werkwijze en niet kunnen inschrijven

De Voorwaarden TU/e kunnen niet worden geaccepteerd omdat er als voorbeeld bijv. hele specifieke voorwaarden worden gesteld aangaande een escrow regeling, (die in het on-premise, niet SaaS/Cloud tijdperk heel logisch waren) die een internationale SaaS leverancier nooit zal kunnen afdekken. Garanties voor behoud van data van de organisatie worden al in standaard SaaS voorwaarden afgedekt. Het 1:1 overnemen en afdwingen van Voorwaarden TU/e zal leiden tot een no-bid van internationale SaaS leveranciers. Bent u bereid de standaard SaaS voorwaarden te accepteren en hele specifieke voorwaarden TU/e te laten vallen in de verdere contractering/onderhandeling. Graag uw toelichting hoe u dit ziet.

Een oplossing zoals door u aangedragen met een separaat addendum betreffende de SaaS constructie, waarbij de SaaS voorwaarden alsnog op rangorde plek 3 volgt, is niet afdoende voor inschrijver om mee akkoord te gaan.

153	1	Voorwaarden TU/e	De bij deze Opdracht verwachte juridische en financiële voorwaarden zijn complex, beide software leveranciers hebben aan de voorkant aangegeven zich voor de levering van de software diensten niet aan Voorwaarden TU/e te willen conformeren"". Wij zien als SI/Regiepartner dat het bij de bedoelde internationale SaaS leveranciers alleen tot contractering komt als de internationaal geldende SaaS overeenkomst en voorwaarden voor de SaaS Applicatie Service door opdrachtnemer worden overgenomen en prevaleren boven eigen voorwaarden danwel voorwaarden TU/e. Ziet u dit ook op deze wijze, bent u bereid dit als uitgangspunt voor de aanbestedingsprocedure te nemen ? Hoe ziet u dit in de verdere overeenkomst/contractering ? Graag uw toelichting.	See the answer Ref. Nr. 152
154	1	Omvang van de opdracht	U geeft aan: De Overeenkomst geldt in elk geval voor vier (4) jaar Daarna kunnen we de Overeenkomst (eenzijdig) verlengen onder gelijkblijvende voorwaarden. We verlengen de Overeenkomst maximaal een X aantal keer. Bij internationale SaaS leveranciers is het conform de standaard SaaS voorwaarden slechts mogelijk wederzijds contractduur en verlengingen af te spreken met wederzijdse verlengingsopties. Bent u bereid hierin tijdens de verdere aanbestedingsprocedure/contractering/onderhandeling mee te gaan in dit uitgangspunt van SaaS leveranciers?	Not agreed

155	1	Scope van de opdracht	Vanzelfsprekend kunnen deze aantallen gebruikers in de toekomst wijzigen als gevolg van organisatiewijzigingen binnen TU/e, of veranderend gebruik van de oplossing. De contractering van onze SaaS leveranciers is gebaseerd op een minimum aantal users als uitgangspunt dat gedurende de looptijd periodiek kan worden aangepast. Kunt u minimum aantal gebruikers specificeren of aangeven hoe u deze werkwijze ziet in de verdere aanbestedingsprocedure/contractering/onderhandeling?	TU/e acknowledges that the number of users may change over time due to organizational developments and changing usage patterns. For the purpose of this procurement, tenderers should base their proposal on the user volumes specified in the procurement documents. The currently estimated number of agents is approximately 600, with growth towards approximately 750 agents anticipated during the contract period. See also the answer on question 7
156	1	Contractspartij	Bent u bereid om de opdracht contractueel te splitsen, waarbij de verantwoording van de continuïteit van de gekozen oplossing bij de SAAS leverancier wordt neergelegd?	Not agreed. The contracting authority wishes to enter into an agreement with a single contractor who remains fully responsible and accountable for the delivery and continuity of the complete solution. The use of subcontractors is at the discretion of the contractor. However, it remains the contractor's responsibility to ensure that any subcontractor provides the required level of service, continuity, and support throughout the term of the agreement.
157	1	Sustainability Evaluation	PCM2026-10070 Request for ESM Platform Section relating to sustainability requirements and evaluation. - - Sustainability Evaluation Could TU/e clarify how sustainability will be assessed within the evaluation process? Specifically: • whether sustainability is evaluated at supplier level, solution level or both; • whether platform capabilities that contribute to sustainability objectives are considered; • and whether corporate sustainability programmes and reporting frameworks will be included in the assessment.	Client looks not only at a solution level but also at organisational level and takes all measurements into account that contribute to sustainability in the widest sense of the word. Corporate programmes and reporting framework add value to making the measurements SMART.

158	1	Article 14.3 of the ESM Agreement	Article 14.3 of the ESM Agreement - - Article 14.3 of the ESM Agreement Article 14.3 of the ESM Agreement states that indexation "may be applied" after the initial term, subject to written approval by the Client. Market practice for multi-year IT service agreements is to apply an annual price indexation based on a mutually agreed index. Could TU/e please clarify whether annual price indexation during extension periods is considered standard practice under this Agreement, or whether the Client reserves the right to decline indexation requests at its discretion?	Agreed. TU/e considers annual price indexation during extension periods to be reasonable, provided that the Contractor gives written notice at least three months in advance.
159	1	Pricing During Contract Extensions	Annex 1 – ESM Agreement Article 18.3 – Contract Term and Extensions. - - Pricing During Contract Extensions The Agreement includes an initial contract period of four (4) years with three (3) optional extensions of two (2) years each. Could TU/e clarify: • Why TU Eindhoven choses for using the CBS CPI (Consumenten Prijs Index) for annual indexation? Could other indexes be considered like CBS SPPI (Service Producer Price Index)?	See answer Ref. Nr. 124
160	1	Demonstration Preparation and Use Cases	PCM2026-10070 Request for ESM Platform Section relating to demonstrations and evaluation methodology. - - Demonstration Preparation and Use Cases To ensure a demonstration that accurately reflects TU/e's business requirements, could TU/e clarify:	See answer Ref. Nr. 12 and 39

- whether pre-configuration of demonstration environments is permitted;
 - whether TU/e-specific sample data may be used;
- Could TU Eindhoven add the decision/acceptance criteria for each UseCase?

161	1	Agent Distribution Across Domains	Annex 3 – ESM Price Form (750 agents referenced in pricing assumptions) - - Agent Distribution Across Domains The Price Form references approximately 750 agents. Could TU/e provide an indicative distribution of these agents across the initial implementation domains: • LIS; • HRM; • ESA; and indicate whether growth of the agent population is anticipated during the contract term.	TU/e currently expects approximately 600 active agents within the initial scope. An indicative distribution is as follows: • HRM: approximately 100 agents; • LIS: approximately 238 agents, supplemented by approximately 85 student assistants; • ESA: approximately 50 agents, supplemented by approximately 25 student assistants; • Other service departments: approximately 100 agents. These figures are indicative and may be subject to change as the implementation progresses.
162	1	Digital Sovereignty Assessment Scoring method Sovereignty	PCM2026-10070 Request for ESM Platform P.21	On p26, PCM2026-10070, Request for Proposal ESM Platform is indicated: "Determination of score G2.1, G2.2, G2.3, G2.4, G2.5 and G2.6". G2.6 will be deleted in this sentence, because assessment of this criterium takes place as follows:

P25-26 - \$5.1

For each aspect, an assessment is made as to whether the level of sovereignty has been sufficiently substantiated by the evidence provided. If the substantiation is not concrete and/or plausible, the assessment team will alter the indicated level of sovereignty. The scores for all aspects are then added together. There are 11 aspects and the maximum score per aspect is 5. The maximum score for this award criterion is therefore 55 points.

\$5.4 - Digital Sovereignty Assessment
Scoring method Sovereignty

The levels of sovereignty per aspect and what makes that a certain level is achieved is clarified in Annex 8.

Digital Sovereignty Assessment

Could TU/e clarify how Digital Sovereignty will be assessed during evaluation?

More specifically:

- what scoring method will apply assigned to Digital Sovereignty compared to other qualitative criteria;
- whether technical controls, operational controls, legal jurisdiction, data residency and/or ownership structure are weighted differently;

163	1	PCM2026-10070 Request for ESM Platform	p.7–8: - \$1.6–1.7 - PCM2026-10070 Request for ESM Platform Current TOPdesk Environment Could TU/e provide additional information regarding the current TOPdesk deployment? Specifically: • Is the current TOPdesk environment deployed as a cloud service or on-premises?	The current solution is deployed as a SaaS solution.
164	1	"Indicative	PCM2026-10070 Request for ESM Platform P. 21	Yes, we can confirm that. See also cell J75 (input for G1

Amount	Annex 1 – ESM Agreement p:19	Price)
(€1,500,000)	Annex 3 – ESM Price Form.xlsx - 5.2	
Contractduur 4 +	Art. 18.3, P: 19	
3×2 jaar Price	Sheet Price form, rows 5–6, 10–19, 45–75 - Indicative	
Form A+B / 4 jaar"	Amount (€1,500,000)	
	Contractduur 4 + 3×2 jaar	
	Price Form A+B / 4 jaar	

In section 5.2 (Award Criterion Price) of the Request for Proposal, TU/e states:

"The indicative amount for the Total Sum = EUR 1,500,000 excluding VAT.

We understand that the indicative amount of EUR 1,500,000 excluding VAT relates to:

the initial contract term of four (4) years. excluding the extension periods? Could TU Eindhoven confirm this?

165	1	Functional Desirables	23 - 5.3.2 - Functional Desirables Section 5.3.2 explains the scoring methodology for the Functional Desirables (Annex 6, G2.2). However, it does not describe how the Foundational and Functional Requirements (Annex 5) are evaluated. Could TU/e please clarify: Are the requirements in Annex 5 assessed strictly on a pass/fail (compliant/non-compliant) basis? What is the specific evaluation mechanism — is compliance verified solely through the Use Case Demonstrations (G2.3), the Verification Consultation (Section 3.11), or through another method? Does non-compliance with any single requirement in Annex 5 result in exclusion of the Proposal or any disadvantage?	The requirements in annex 5 are knock-outs. See also paragraph 4.3.1 of the request for proposal
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166	1	Functional Desirables	"23 - 5.3.2 - Functional Desirables Section 5.3.2 describes the evaluation methodology for G2.2 Functional Desirables (Annex 6). We note that two annexes require completion: Annex 6 – ESM Functional Desirables: Column L must indicate whether the desirable is delivered, with a brief explanation. Annex 5 – ESM Foundational and Functional Requirements: Column G (tab ""Foundational Requirements"") and Column I (tab ""Functional Requirements"") must be completed to confirm compliance. For Annex 5, the Tenderer must indicate compliance. Does TU/e also require a written explanation or justification for each requirement, or is a simple compliance statement (e.g., ""Yes"" or ""No"") sufficient?"	See paragraph 4.3.1 of the request for proposal and Annex Tenderform Agreement on Tendering Documents
167	1	Sustainability	24 - 5.3.5 - Sustainability Is there a page limit for the Tenderer's response to Section 5.3.5 (G2.5 Sustainability)? Other sections specify explicit limits (e.g., G2.1: 6 pages A4, G2.4: 3 pages, G2.6: 10 lines per aspect), but no such limit is stated for the Sustainability criterion. Could TU/e please clarify whether a maximum page count applies?	For Section 5.3.5 (G2.5 Sustainability), a maximum of 2 A4 pages applies to the Tenderer's response.
168	1	Implementation Plan	22 - 5.3.1 - Implementation Plan	See answer Ref Nr. 59, 77, 92 and 220

The Tenderer is responsible for providing training. The RFP specifies Agent training for "20 participants, scalable up to 50 (on-site)." However, Section 1.7 indicates a total of approximately 600 agents. Based on the specified number of participants (20 to 50), does TU/e expect all 600 agents to be trained through multiple sessions (i.e., 12–30 sessions), or does TU/e intend for only 20 to 50 agents to receive formal on-site training (e.g., via a train-the-trainer approach)? This question is separate from the provision of training materials (Quick Reference Cards, Manuals, etc.)."

169	1	Annex 3 - ESM Price form	Could you please give a detailed description/ split of what the number of 100000 under the “CMDB and Asset” category are made up of.	The figure of approximately 100.000 CMDB and Asset records consists of a broad range of asset and configuration item types. TU/e currently manages approximately 100 different asset categories. These can be broadly grouped into the following categories: • End-user devices (e.g. laptops and docking stations); • Network and infrastructure components (e.g. switches, routers); • Audiovisual and classroom equipment (e.g. projectors, displays, microphones); • Software assets (e.g. operating systems, specific software); • Laboratory, research, and measurement equipment (e.g. measurement devices); • Accessories and supporting equipment (e.g. converters, chargers).
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170	1	Annex 1 - ESM Agreement – Article 5.5	The Tender Documents require the Contractor to perform conversion and/or migration activities and include these activities in the proposed pricing. However, the Tender Documents do not appear to contain information regarding the current source systems, data volumes, data structures, interfaces, historical data retention requirements, migration scope, or acceptance criteria. Could the Client please provide further details regarding the current environment and migration requirements, or alternatively confirm that migration effort beyond standard import/conversion capabilities may be proposed and priced separately following a detailed discovery phase?	See answer Ref. Nr. 72
171	1	Annex 1 - ESM Agreement – Article 6.2	With regard to the clause: “The Client also has the right to have an attack and penetration test performed at its own expense by a company certified for this purpose. The Contractor must provide its full cooperation to this end.” We would like to raise a clarification and propose an adjustment to ensure security integrity of the Services and consistency with standard enterprise SaaS security practices. As the Services are delivered in a controlled (potentially multi-tenant) production environment, unrestricted customer-initiated penetration testing or third-party testing may introduce operational risk, service disruption, and security exposure to other customers. For this reason, we request clarification whether the Client would accept the following revised approach:	We agree with the proposed revised approach.

- The Contractor performs at least annual penetration testing of the Services, executed by an independent qualified third-party security provider.

- The Contractor provides the Client, upon request and under appropriate confidentiality, with the executive summary and remediation status of such penetration tests.

We believe this approach sufficiently maintains the Client's security assurance objectives while ensuring system integrity, availability, and compliance with industry-standard security practices.

172 1

Annex 1 - ESM Agreement – Article 6.9

We request clarification on the term “or is rejected” and its relationship to the acceptance process.

See answer Ref. Nr. 60

As currently drafted, rejection is not tied to defined acceptance criteria or a formal acceptance procedure, which introduces ambiguity and potentially allows rejection outside of objectively measurable contractual standards.

We therefore request confirmation that rejection can only occur based on failure to meet the agreed and documented acceptance criteria, as validated through a formal User Acceptance Testing (UAT) process. This includes pre-defined test scenarios, agreed evaluation criteria, and a structured defect remediation and retest cycle, culminating in formal acceptance or rejection sign-off.

Accordingly, we request that the clause be amended to ensure that liquidated damages apply solely in the event of failure to achieve Turnkey Delivery by the agreed date against these agreed acceptance criteria and UAT procedures, and not on the basis of discretionary or undefined rejection.

Without this clarification, the clause creates an open-ended acceptance risk that is not objectively bounded.

173	1	Annex 1 - ESM Agreement – Article 11.8	With reference to the Backup, Restore and Disaster Recovery requirements, the clause specifies a Recovery Time Objective (RTO) of 4 hours and a Recovery Point Objective (RPO) of 1 hour. The Tenderer notes that it applies standard SaaS disaster recovery objectives aligned with its service architecture and market practice for enterprise service management platforms. In this context, the Tenderer's standard and applicable service levels provide for an RPO of 6 hours and an RTO of 24 hours. We therefore request confirmation that these alternative RTO and RPO values (RPO 6 hours / RTO 24 hours) are acceptable and deemed compliant for the purposes of the Agreement, as they reflect the standard service capability of the subscribed SaaS offering and ensure consistency with the underlying service description and operational model.	Not agreed. TU/e considers the specified continuity and recovery requirements necessary for the intended use of the solution and does not wish to adopt a lower continuity level.
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174	1	Annex 1 - ESM Agreement – Article 12.8	The Tenderer would like to clarify whether the Client would accept that incident handling is governed by Service Level Objectives (SLOs) rather than strict contractual SLA guarantees, as is standard practice for SaaS-based enterprise service management platforms. In such models, performance targets are defined as measurable operational objectives aligned with the underlying service architecture, rather than hard guaranteed resolution commitments per individual incident. In this context, the Tenderer maintains SLOs for incident response and recovery that are consistent with its standard service offering and operational model, and requests confirmation that these SLO-based targets would be acceptable in place of the SLA-style time commitments defined in the matrix. This approach ensures a realistic and sustainable service framework while still providing transparent and measurable performance expectations for incident management.	Not agreed. TU/e requires the service levels specified in the procurement documents to be provided as contractual commitments. Service Level Objectives (SLOs) may be used as an operational management instrument, but they cannot replace the agreed Service Level Agreements (SLAs). The detailed operational arrangements, monitoring approach, and reporting mechanisms may be further elaborated in the Document Afspraken en Procedures (DAP) and related operational documentation.
175	1	Annex 1 - ESM Agreement – Article 12.12	The Tenderer notes the proposed clause introduces a fixed penalty of 10% of the recurring quarterly fees in the event that the agreed Availability is not achieved during the stipulated period. The Tenderer would like to clarify whether the Client would be open to replacing this fixed penalty mechanism with an availability-based service credit model, which is more commonly applied in SaaS service agreements. Under such an approach, compensation is directly proportional to the actual measured service availability rather than a flat penalty irrespective of the degree of deviation.	Not agreed.

By way of illustration, reduced availability would result in a corresponding service credit (e.g., a defined percentage credit for availability falling below the agreed target threshold), thereby ensuring that remedies remain proportionate to the actual service impact experienced. E.g., we offer a 99.9% availability SLA. If within a stipulated time we'd be at 94.9% instead, we'd provide a 5% credit for that period.

We therefore request confirmation that an availability-based service credit mechanism would be acceptable in place of the fixed penalty provision, as it more accurately reflects industry-standard SaaS contracting practice and ensures a balanced and proportional remedy framework.

176	1	Annex 5 - ESM Foundational and Functional Requirements – Req. 54	With reference to REQ-54 regarding system integrations (including OSIRIS, Facilitator, AFAS, Databricks, Unit4, Jira), the requirement states that the solution shall support integrations with these systems. The Tenderer would like to clarify whether this requirement is intended to include the provision and development of actual integrations (e.g. API interfaces, middleware configuration, data mappings, and end-to-end connectivity), or whether it solely refers to the system's capability to support integrations once they are configured. In addition, we request clarification on the allocation of responsibilities for establishing these integrations, specifically whether:	See answer Ref. Nr. 180 and 217
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- the Contractor is expected to design, build, and implement the integrations as part of the scope, or

- the Client (or third-party system owners) will be responsible for configuring and exposing the necessary APIs and integration endpoints, with the Contractor providing support where required.

This clarification is necessary to ensure a correct understanding of scope, assumptions, and pricing for integration activities.

177	1	Annex 5 - ESM Foundational and Functional Requirements – FOU-102	The tender specifies that all visible communication and documentation (including screens, reports, and user manuals) shall be provided in English and Dutch, as chosen by the Client. However, the main tender document (PCM2026-10070 Request for ESM Platform) states that English is the default language for communication, with other languages subject to prior approval. Could the Contracting Authority please confirm whether English is to be considered the mandatory default language for all deliverables, with Dutch language support provided as an optional/localized capability upon request and mutual agreement during implementation?	Yes we can confirm.
178	1	Annex 1 - ESM Agreement – Article 1.7	The document references approximately 5,000 guest accounts within the expected system utilization. Could the Contracting Authority clarify what is meant by “guest accounts” in this context?	The approximately 5,000 guest accounts refer to individual external users who may require access to services provided by TU/e. Examples include: • Prospective students, who may wish to ask questions, request information, or access relevant services;

Specifically, please confirm whether these accounts are expected to be individual named user identities with unique authentication credentials (e.g. external users, contractors, or suppliers), or whether shared and/or generic accounts are intended.

For auditability and compliance purposes, we assume all access should be attributable to an individual, named identity with unique login credentials. Could you confirm whether this assumption is correct and whether any deviation from individual named accounts is expected or permitted?

- Prospective employees, who may wish to ask questions or obtain information related to employment opportunities and recruitment processes;

- Visitors to TU/e campus, who may need access to information, support or other visitor-related services;
- External suppliers, who may need to submit requests or service-related notifications;

179	1	Annex 5-6-7 – Scoping topic	The scope of Based on the Tender Documents, we understand the following service-management processes to be in scope. Can you confirm this list is correct and complete? Service Request Management Incident Management Problem Management Change Management Knowledge Management Service Level Management Service Asset & Configuration Management (incl. CMDB)	The scope of the contract is described in the tenderdocuments. Chapter 1 of the RfP clearly outlines what the contract entails. It also refers to all annexes that apply to the contract. This means that your quoted price in the price form must in any case include all foundational and functional requirements, functional desirables and use cases (as described in all annexes).
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			IT Asset Management (lifecycle)	
			Service Catalog Management (incl. service-lifecycle governance, REQ-63)	
			Survey Management	
180	1	Annex 5-6-7 – Integration scope & timing	Based on the Tendering Documents, we identify the following integration points. Can you confirm this list is correct and complete, indicate which are required for the first wave (HRM/ESA/LIS), and confirm whether the REQ-54 system list is exhaustive or only indicative?	Regarding the integration landscape, the following integrations must be completed before Go-Live and must be INCLUDED in the proposal and your price offer (see Annex Price Form-row 33)
			Required (16):	OSIRIS
			EntraID SSO (OIDC/OAuth or SAML v2)	AFAS
			Client default IDP (IDP-initiated login)	EntraID
			SURFsecureID / SURFconext 2FA	Intranet
			IGA provisioning / de-provisioning (OOAPI)	Unit4
			OSIRIS	Proactis
			AFAS	MS 365
			Unit4	MS Defender
			Jira	Databricks
			Facilitor (FMIS)	Planon
				Atlassian

Databricks

Data warehouse (bulk, REST API)

Data integration platform (event-driven / API)

ETL tooling (SSIS / Azure Data Factory)

Microsoft 365 / Exchange Online

Inbound email intake

Email approval via secure link

Optional channels (2):

Telephone / call logging

Messaging platform (e.g. MS Teams)

Desirable (3):

SCIM for IGA

TU/e-managed LLM endpoints / AI gateway

Automated asset discovery & synchronization

181	1	Annex 5 - ESM Foundational and Functional Requirements – INT-4/ INT-5/ INT-26/ REQ-54	The requirements suggest a middleware-mediated model - the IT-Solution exposes APIs/events to TU/e's data integration platform (INT-5), the Contractor develops the ESM-side APIs at start (INT-26) and supports realisation on TU/e's platform (INT-4) - while REQ-54 states the solution "shall support integrations with" the named systems. Can you confirm the intended integration operating model and responsibility boundary: does the Contractor deliver the ESM-side APIs/events only, with TU/e's data integration platform building and maintaining the connections to the named systems, or is the Contractor responsible for building and maintaining those integrations end-to-end?	The intended operating model is middleware-mediated. The IT Solution publishes events and exposes APIs only towards endpoints provided by TU/e's integration platform. The IT Solution does not integrate directly with individual consuming systems or subscribers. For event-based integrations, there are two possible approaches: a) The IT Solution publishes events using its own data model. In this scenario, the TU/e middleware team is responsible for mapping the payload to the Canonical Data Model (CDM) and for implementing and maintaining the downstream integrations. b) If the IT Solution allows the event payload to be configured, the parties may agree on a data model aligned with the middleware's requirements (potentially based on the CDM). In this case, part of the mapping can be performed within the IT Solution itself. This provides the IT Solution and Functional Management with greater flexibility and control when small changes are required. For request-response interactions, the request and response contracts will be agreed jointly between the parties. For event publications, the integration platform will return an acknowledgement of receipt.
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The Contractor is responsible for delivering the ESM-side APIs and event interfaces and for supporting their integration with TU/e's integration platform. The default responsibility model is that TU/e's integration platform implements and maintains the connections to the named systems and subscribers.

An exception may be made where the IT Solution provides mature, standard integration capabilities for a specific target system. In such cases, TU/e and the Contractor may jointly agree to use the standard integration capability instead of implementing the integration through the middleware platform. Any such exceptions will be evaluated and agreed on a case-by-case basis. See also answer Ref. Nr. 217.

182	1	Annex 3 - ESM Price form – Instructions/ Section B note/ Section C	The instructions state that no additional licence costs due to an increase in users will be accepted and that all costs must be included in the 4-year total, while the Section B quantities are described as estimates that may increase, and Section C captures licence-expansion unit prices that are "excluded from the assessment". Can you clarify whether volume growth beyond the Section B estimates is to be fully absorbed within the fixed 4-year lump sum at no additional cost, or whether the Section C expansion rates apply once the stated thresholds are exceeded?	The total sum = Section A=B is the input for the price to enable comparison of the bids. The quantities for this are not fixed and are subject to change. Therefore, unit prices and ranges have also been requested.
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183	1	Annex 1 - ESM Agreement – Article 1.6 / 1.7	§1.6 states that the first wave covers the services of the HRM, ESA and LIS domains currently supported in TOPdesk. To size the implementation, can you indicate the number of distinct services / service offerings within these three domains that are in scope for the first wave (and, if available, the number of catalogue items and workflows)?	For the first implementation wave, HRM and ESA services are in scope and currently primarily operate an incident management process. LIS is the only domain that currently utilizes the broader set of ITIL processes. For services outside the core redesign scope, TU/e's intention is to migrate the existing processes largely as-is where appropriate. With regard to the service portfolio, the current Self-Service Portal contains approximately 171 services.
184	1	Annex 1 - ESM Agreement – Article 1.6 / Annex 3 - ESM Price form	The Price Form prices CMDB/Asset (100,000 units) and Asset Discovery under recurring costs from the start, while §1.6 limits the first wave to the HRM/ESA/LIS services. Can you confirm whether CMDB/Asset Management and Asset Discovery are to be implemented as part of the first wave (and therefore the turnkey delivery), or licensed now but implemented in a later wave?	Yes. CMDB/Asset Management is considered part of the LIS service domain and is therefore within the scope of the first implementation wave.
185	1	Annex 3 - ESM Price form	The Price Form workbook contains three additional worksheets ("ServiceNow", "TOPdesk", "Xurrent") beyond the "Price form". Could the Contracting Authority please clarify the purpose of these worksheets and confirm that the references (being vendor names) do not form part of the evaluation methodology, technical requirements, scoring model, or any other aspect of the procurement process? Furthermore, please confirm that all bidders will be assessed solely against the published requirements and evaluation criteria in accordance with the principles of equal treatment and transparency.	The Contracting Authority conducted an extensive market survey during the preparation of this procurement. The extensive market survey has resulted in this comprehensive price form, which takes into account various complex pricing structures used in this market. To avoid any potential confusion, an updated Price Form has been published. The Contracting Authority confirms that the references do not form part of the evaluation methodology and other aspects of this procurement process. Furthermore, we confirm that all bidders will be assessed solely against the published requirements and evaluation criteria in accordance with the principles of equal treatment and transparency.

186	1	PCM2026-10070 Request for ESM Platform - 1.8 “Other goals” (data security & digital sovereignty), 1.5 “Design Principles” (privacy & GDPR compliance)	As part of the Data architecture, key data entities will have to be classified by TU/e to ensure compliance. Is a TU/e File plan and subsequent Security classification of the required Data entities already available, so we can map these to our target Data architecture, or do we need to propose a File plan as part of the RFP? Is there a File plan and can it be shared?	At present, the TU/e has agreements defined at the system level only. There are no data-level agreements in place.
187	1	PCM2026-10070 Request for ESM Platform - 4.2.3 certificates	Sustainability will be taken into account when selecting Hosting services, eg some suppliers have significantly lower CO2 emissions than others. However, the EU Sovereignty strategic target reduces our options here and potentially leads to increased hosting costs and CO2 emissions. What takes priority?	The EU Sovereignty target takes priority over Sustainability. However it is up to the contractor to look for the most sustainable Hosting service within these boundaries.
188	1	PCM2026-10070 Request for ESM Platform - 4.2.3 certificates	Regarding hosting of the proposed solution. Does TU/e have a specific Control framework (NIST, COBIT, etc) it requires?	TU/e does not prescribe any specific control framework, such as NIST or COBIT. As set out in Annex 5, requirements FOU-91 (SEC-6) and FOU-92 (SEC-7), the security approach must be demonstrably implemented in accordance with a recognised systematic standard, such as ISO 27001, ISO 27017, a combination of standards or SOC 2 Type II; alternatively, compliance may be demonstrated via the ROSA self-assessment corresponding to the solution’s CIA classification. The client may request supporting evidence, such as the relevant certification or the Verklaring van toepasselijkheid (Statement of Applicability). See also answer Ref. Nr. 171

189	1	Annex 6 - ESM - Functional Desirables - AI requirements	Has the TU/e defined an AI strategy and direction here that we can take into account?	TU/e is currently developing a broader AI strategy. However, we are not entirely clear on the purpose of your question. Could you please clarify which specific aspect of our AI strategy you are interested in and how this information would support your response to the tender?
190	1	PCM2026-10070 Request for ESM Platform - 1.4 ESM Capabilities	Can you please define "anytime, anywhere"?	Within the context of this procurement, "anytime, anywhere" means that users can access the ESM platform and its services 24/7, independent of their physical location, subject to the agreed service availability levels. The solution should support location-independent access through appropriate digital channels and provide a consistent omni-channel experience across the supported interaction channels.
191	1	PCM2026-10070 Request for ESM Platform - 1.4 ESM Capabilities	Is a Service Catalogue already in place in a current Request Management system, which then has to be replaced, or do we have to define and setup this structure?	A service catalogue is currently in place. However, TU/e does not intend to simply migrate the existing catalogue structure to the new platform. TU/e expects the service catalogue to be substantially redesigned during the implementation phase.
192	1	PCM2026-10070 Request for ESM Platform - 1.3 Introduction ESM	The Vision, Value statements and Design principles are clear. It would help us to deliver that value if these statements are quantified. Can you specify concrete, measurable KPIs or target values?	The vision, value statements, and design principles have been defined to provide strategic direction for the future ESM platform and are not currently linked to specific KPI, SI, or XLA targets. TU/e would like tenderers to explain as described in Award criteria G2.4 how their solution currently supports the realization of these principles and desired outcomes, and how planned future developments of the platform are expected to further contribute to them.
193	1	PCM2026-10070 Request for ESM Platform - 1.3 Introduction ESM	Are ITSM capabilities part of the requirement?	See answer Ref. Nr. 179

194	1	Could you provide a detailed description of the ESA (Educational/Facility Services) processes currently in scope? Like process flows and steps, stakeholders, and outcomes?	TU/e maintains a comprehensive catalogue of ESA processes. However, the specific ESA processes that will be implemented within the new platform have not yet been definitively determined. As a result, TU/e is not in a position to provide detailed process flows at this stage. The final scope and process design will be established during the implementation phase in collaboration with the selected supplier.
195	1	Could you specify the scope of LIS (Library & Information Services) processes to be supported? Such as lending, reservations, digital access?	Within the context of this procurement, LIS (Library & Information Services) should not be interpreted as being limited to library services. LIS covers services provided across the broader IT and information services organization. The library-specific services themselves are not in scope for this procurement, as they are supported by dedicated library systems.
196	1	To what extent are ESA and LIS processes standardized versus organization-specific? Are process definitions available?	In general, TU/e expects that some processes will align closely with common practices, while others will reflect TU/e-specific organizational, educational and operational requirements. TU/e would appreciate further clarification on what is meant by the distinction between “standardized” and “organization-specific” processes in this context.
197	1	Are there existing systems supporting ESA and LIS processes that need integration or replacement? Which systems and level of integration?	See answer Ref. Nr. 180

198	1	The RFP mentions around 24.000 changes. Could you clarify the nature of these changes (standard, normal, emergency; IT vs non-IT) or are these in fact requests?	TU/e currently applies various types of changes, including standard, normal, and emergency changes. The volume is not limited to IT-related changes and may include changes from other service domains where applicable. At this stage, TU/e cannot provide a further detailed breakdown of the volume. However, TU/e expects the proposed solution to support change management processes in line with standard ITIL practices where applicable.
199	1	When in scope, what level of maturity is expected for Change Management (lightweight workflows vs formal ITIL processes such as CAB and approvals)?	TU/e expects Change Management to be supported through formal ITIL-based processes rather than solely through lightweight workflows.
200	1	Is Problem Management considered in scope?	Yes, problem management is in scope.
201	1	Are there specific expectations regarding Configuration Management (CMDB) and desired level of detail?	At this stage, TU/e has not prescribed a specific level of detail for configuration management. TU/e is interested in understanding both the current capabilities of the proposed solution and the recommended level of configuration management maturity based on the tenderer's experience and best practices.
202	1	To what extent should the solution enforce standardized processes across departments versus allowing domain-specific variations?	TU/e aims to strike a balance between standardization and flexibility. Where possible, TU/e prefers standardization in order to improve consistency and maintainability. At the same time, TU/e recognizes that different service domains, such as HRM, ESA, and LIS, have specific business requirements that may require domain-specific process variations. TU/e would therefore like to understand to what extent the proposed solution allows variations to be introduced.

203	1	Is the expectation to harmonize processes across domains or digitize existing processes as-is?	For the ESA, LIS, and HRM service domains, TU/e expects the implementation to be used as an opportunity to redesign, harmonize and optimize existing processes rather than simply digitizing them as-is. TU/e's Service Designer will take the lead in this process, working closely with stakeholders and the selected implementation partner. The implementation partner is expected to contribute its expertise, best practices, and experience with similar implementations to help design a best-fit future-state solution within the capabilities of the selected platform. Other services will be migrated as-is.
204	1	What level of automation is expected for service requests and case handling (rule-based vs AI-driven)?	TU/e expects the proposed solution to support both rule-based automation and AI-driven capabilities where these provide clear added value. Rule-based automation is considered an important foundation. In addition, TU/e is interested in understanding how AI can further enhance efficiency, user experience and service quality.
205	1	Are there specific expectations for cross-departmental workflows and end-to-end service chains?	Yes. TU/e considers support for cross-departmental workflows and end-to-end service chains to be an important capability of the proposed solution. Many services require collaboration between multiple departments and therefore involve handovers, shared responsibilities, approvals and coordinated execution across organizational boundaries.
206	1	Could you clarify the breakdown of the 600 agents (IT, HR, ESA, LIS, other roles)?	See answer Ref. Nr. 161
207	1	What are the key systems that must be integrated (HR systems, student systems, identity providers)? The solution shall support integrations with the main systems at are used at the TU/e (like OSIRIS, facilitator, AFAS, Databricks, Unit4, Jira) but are these all in scope?	See answer Ref. Nr. 180

208	1	What are the reporting and analytics expectations across IT, HR, ESA, and LIS domains?	See answer Ref. Nr. 54
209	1	Are there predefined KPIs or performance metrics that must be supported?	See answer Ref. Nr. 54
210	1	To what extent will optional modules or phased implementations be considered in evaluation?	See answer Ref. Nr. 11
211	1	The RFP mentions around 131.000 calls. Could you please clarify the breakdown between types like questions, incidents etc.?	The figure of approximately 131,000 calls represents an indicative annual volume and can be broadly categorized as follows: • Approximately 88% questions and information requests; • Approximately 11% malfunctions or incidents; • Approximately 1% other contacts, including miscellaneous service-related interactions. These figures are indicative and intended to provide tenderers with a general understanding of the expected workload and interaction profile. The exact distribution may vary over time as services, channels, and user behavior evolve.
212	1	What is the scope of use of the 5.000 guest accounts?	See answer Ref. Nr. 178
213	1	Can you confirm whether AFAS is the system of record for HR and contains the core HR data? If not, please specify which system(s) hold the authoritative HR master data.	Yes. AFAS is currently the system of record for employee data and contains the authoritative HR master data used by TU/e. Tenderers should therefore assume that AFAS is the primary source for employee-related information and HR data integrations within the scope of this procurement.
214	1	To what extent are the in-scope HR processes standardized across the various departments and faculties? Please indicate whether significant process variations exist and, if so, to what extent these should be considered within the implementation scope.	See answer Ref. Nr. 203

215	1	Can you provide additional insight into the expected volume of HR-related cases in scope, including for example onboarding, offboarding, sick leave, and reintegration processes? Please also indicate relevant operational metrics such as annual/monthly volumes, average throughput times, and any expected peak loads.	TU/e currently receives an average of approximately 3.300 HR-related questions per month. These interactions cover a broad range of HR topics. At this stage, TU/e cannot provide a detailed breakdown. TU/e expects the selected implementation partner to support the definition of appropriate KPIs, SLI's, XLA's.
216	1	Can you clarify how the envisaged implementation start date aligns with the procurement and contracting timeline? Based on the stated timeline, contract award is expected in early September, while implementation is planned to commence by the end of September. We would appreciate clarification on how prerequisite activities such as contracting, licensing, mobilization, and onboarding are expected to be completed within this timeframe.	The project can only formally start after contract award, in accordance with applicable public procurement regulations. Contract signing will take place after the mandatory standstill period. Following contract signature, TU/e and the selected supplier will jointly refine the implementation plan and project approach during the project initiation phase.
217	1	Can you provide further information on the integration landscape relevant to the scope of this tender? Specifically, we would like to understand which integrations are in scope, which source and target systems are involved, and whether an existing middleware or integration platform is already in place.	See answer Ref. Nr. 180 regarding the integration landscape and system list. As mentioned in the answer of Ref. Nr. 180 the integrations identified should be included in the proposal and offered price. These integrations are not exhaustive, more integrations might be requested in the future. TU/e operates its own middleware and integration platform, which is the preferred approach for implementing integrations. However, where the proposed solution offers a high-quality native integration with a target system, this may also be considered. The integration approach will be determined jointly during the implementation phase and must be completed before Go-Live, taking into account the technical fit and maintainability.

218	1	In the price form there is the sentence "Following contract award, no additional costs (for example, additional licence costs due to an increase in the number of users) will be accepted by the Contracting Authority. " Most tooling, including the tooling we deliver, is licensed on a per-user basis. Does TU/e agree to then "fix" the amount of users to the amounts mentioned in the RFP?	See answer Ref. Nr. 182
219	1	What expectations do you have regarding end-user adoption and change enablement during and after implementation, including target user groups, adoption objectives, and success criteria?	Please provide a change enablement and adoption approach in line with Section 5.3.1 (Implementation Plan). TU/e expects the selected supplier to contribute its experience and best practices. The implementation plan will be further defined and jointly refined at the start of the implementation phase.
220	1	Could you clarify the expected training approach for agents, key users, administrators, and end users, including preferred training formats, languages, materials, and any train-the-trainer requirements?	See answer Ref. Nr. 59, 77, 92 and 168
221	1	What support is expected to help teams understand the case for change, including communication activities, stakeholder engagement, leadership alignment, and preparation for new ways of working?	Please provide a change enablement and adoption approach in line with Section 5.3.1 (Implementation Plan). TU/e expects the selected supplier to contribute its experience and best practices. The implementation plan will be further defined and jointly refined at the start of the implementation phase.
222	1	Are there specific adoption risks, impacted user groups, or departments where additional change management or training support is expected?	Please provide a change enablement and adoption approach in line with Section 5.3.1 (Implementation Plan). TU/e expects the selected supplier to contribute its experience and best practices. The implementation plan will be further defined and jointly refined at the start of the implementation phase.

223	1	How does TU/e define success of this transformation beyond system adoption, and are there explicit targets regarding service quality, efficiency, or user experience improvements?	See answer Ref. Nr. 60
224	1	To what extent does TU/e have dedicated business representatives or key users available to actively shape and validate future ways of working during the implementation?	Yes. TU/e is committed to involving the necessary key users and subject matter experts throughout the implementation to help ensure a successful outcome. The exact composition and level of involvement will be determined during the project initiation phase.
225	1	To what extent have senior and domain leaders already been involved in shaping this initiative, and how aligned are they on the desired future way of working?	The three primary service domains (HRM, ESA, and LIS) are represented at management level within the project steering committee and have actively contributed to shaping this initiative. In particular, these stakeholders have been involved in defining the Vision, Value Statements, and Design Principles that underpin this procurement.
226	1	How will adoption and success be measured during and after implementation, and are there predefined KPIs or behavioural indicators in scope?	See answer Ref. Nr. 54
227	1	To what extent is the objective to redesign ways of working versus digitising existing processes, and how much organisational change is expected as part of this transformation?	See answer Ref. Nr. 202 and 203
228	1	To what extent are ESA, LIS and HR processes currently standardised versus locally defined, and what level of variation should be considered in the change approach?	See answer Ref. Nr. 202 and 203

229	1	Is the supplier expected to support post go-live adoption, continuous improvement and embedding of new ways of working, and if so for how long and at what level of involvement?	Please provide a change enablement and adoption approach in line with Section 5.3.1 (Implementation Plan). TU/e expects the selected supplier to contribute its experience and best practices. The implementation plan will be further defined and jointly refined at the start of the implementation phase. Please advise in post go-live adoption, with keeping in mind that an user adoption expert and service designer are present within the ESM product team.
230	1	Are there other ongoing transformation initiatives within TU/e that may impact change capacity, stakeholder availability or adoption of the ESM platform?	The ESM project team is not currently aware of any major transformation initiatives that are expected to significantly impact the implementation of the ESM platform. However, TU/e's broader Operational Strategy and related initiatives may influence the project. Any such dependencies will be managed through the project's governance and planning processes in collaboration with the selected supplier.
231	1	How is decision-making structured during the implementation, and what governance framework is applied for prioritization, escalations, and scope changes?	TU/e has a well-functioning governance structure in place for the tender phase. However, for the implementation phase, TU/e expects the selected supplier to contribute its experience and best practices regarding project governance
232	1	Can you clarify who holds ultimate ownership of this transformation, including the mandate for decision-making on processes, scope, and organization-wide adoption?	TU/e has a well-functioning governance structure in place for the tender phase. For the implementation phase, TU/e expects the selected supplier to contribute its experience and best practices regarding project governance
233	1	Can you confirm that sufficient capacity and availability from the business, IT, and process owners will be structurally allocated throughout the transformation?	See answer Ref. Nr. 224
234	1	In what way is alignment between business, IT, and other involved domains ensured during the implementation and further development of the ESM platform?	See answer Ref. Nr. 232

235	1	Which change management activities and adoption measures have already been defined to support sustainable implementation within the organization?	Several change management activities have already been initiated. These include a Prosci-based Project Change Triangle (PCT) assessment and a change risk assessment to evaluate organizational readiness and identify potential risks related to the implementation. TU/e expects the selected supplier to contribute its experience and best practices to help ensure a sustainable and successful adoption of the new platform across the organization.
236	1	Can you clarify to what extent this assignment is primarily considered a technical/platform implementation versus a broader organizational and process transformation?	TU/e considers this assignment to be both a platform implementation and an organizational improvement initiative. The technical implementation of the platform is an important component. However, for the HRM, ESA, and LIS service domains, TU/e also expects the selected supplier to support the redesign and optimization of existing processes towards a best-fit solution within the capabilities of the platform.
237	1	What responsibilities do you expect from the supplier regarding program governance, overall governance structure, stakeholder management, and change management?	See answer Ref. Nr. 231
238	1	Has an internal governance team already been established with sufficient mandate, seniority, and continuity to steer the transformation over its full duration?	See answer Ref. Nr. 231
239	1	Can you clarify which responsibilities around process harmonization and adoption explicitly remain within the internal organization, and which components are expected to be delivered by the supplier?	See answer Ref. Nr. 219
240	1	How is it ensured that necessary decisions can be taken in a timely manner within the existing organizational and governance structure?	See answer Ref. Nr. 231

241	1	The Contractor regularly works with applications/deployments of firms that are part of our international network of audit firms outside the EEA, which means that there is transfer. It is therefore difficult for the Contractor to obtain explicit written permission from the Client for this each time. Therefore, the Contractor specifically requests permission for transfer to named sub-processors outside the EU with the approval of the Client of the transmission guarantees put in place by the Contractor. Are you prepared to include the following provision in the Data Processing Agreement for this purpose: "The Contractor is authorised to transfer the named sub-processors outside the EU with the approval of the Client of the transfer guarantees provided"	We require explicit prior written approval regarding transfer of Client data outside EU/EEA.
242	1	We consider a penalty provision undesirable. Moreover, agreeing on penalties is not necessary because the law and the contract conditions already include a safety net with regard to liability of the Other Party and the resulting obligation to compensate for damage in the event of a breach of the obligations under the agreement. We therefore request that you declare Article 6.9 of the Agreement inapplicable. Can you agree to that?	Not agreed. This penalty is an extra incentive to deliver the IT solution as a Turnkey Delivery on the agreed date before having to enter a more legal process.

243	1	Pursuant to Article 15.6 of the Agreement, the Contractor waives its right to suspend or terminate work in the event that the Client exceeds a payment term, or the Client fails to pay an invoice (in part). It is undesirable for the Contractor to waive suspension and/or dissolution rights in advance. This may lead to situations in which the Contractor is obliged to (continue to) carry out work, while no payment will be made. This is an unreasonable demand. We would like to know whether you are willing to (a) declare art. 15.6 of the Agreement inapplicable, or (b) if you are not willing to do so, to supplement this provision with the following phrase: "... unless this is not reasonable towards the Other Party."	Not agreed. This clause is only applicable on the basis of a suspected substantive inaccuracy of that invoice. Any next invoice that is accurate will be paid according to the agreement.
244	1	The Contractor will use Software that belongs to third parties for the provision of the services. The Contractor can only apply this Software if the contracting authority – as the end user – signs an End User License Agreement (EULA) with this third party. This means that a separate contractual relationship is created between the supplier of this third-party software and the contracting authority with regard to the provision of the necessary licenses. Are you willing to do so and do you agree to declare Articles 17.1 and 17.2 of the Agreement inapplicable?	Not agreed. Client wishes to enter an agreement with 1 Contractor. Contractor is responsible for delivering the complete service.
245	1	This article states that the Contractor must return all documents provided, etc., to the Client. Can you confirm that this does not apply to documents, etc. stored in backup media or other electronic data storage systems in accordance with general system archiving or backup guidelines?	It is not clear in the question which article the Contractor is referring to. The Client assumes it is about Article 18.7 of the Annex 1 ESM Agreement. We can not confirm, unless Contractor can prove it is technically impossible.

It follows from Article 19.2 of the Draft Agreement that liability is limited to the implementation costs plus 1x the fee per event or a series of related events. The total number of events is not capped in a period (per contract year). Do you agree with the addition that liability is limited to the implementation costs plus 1x the fee per contract year?

The Contracting Authority is not prepared to amend Article 19 as proposed.

Article 19.3 of the Agreement should be limited to: "in case of infringement of intellectual property rights as referred to in Article 17 of the Agreement". The other cases do not apply. Are you willing to do this?

As regards Article 19.2, the current limitation per event or series of related events reflects an appropriate allocation of risk. An aggregate limitation per contract year would materially reduce the Contractor's liability under a long-term agreement and could unduly reduce the incentive to prevent, mitigate and remedy further damage once that cap has been reached in a given year. This is not acceptable.

As regards Article 19.3, the Contracting Authority is not prepared to limit the carve-outs to intellectual property infringement only. The current carve-outs reflect reasonable and appropriate exceptions to the liability cap, including in relation to death or personal injury, wilful misconduct or gross negligence, breaches of confidentiality, intellectual property infringement, and claims relating to the processing of personal data.

This question does not give rise to any amendment.

247	1	The Contractor is of the opinion that an unlimited indemnification in favor of the Client against all damage and costs to which the Client may be sentenced, as well as against the costs of the proceedings themselves, including the costs associated with obtaining legal advice, is far too far and is not acceptable to the Contractor. We would like to know whether you are prepared to declare the indemnification in Article 19.4 of the Draft Agreement inapplicable.	Not agreed. This article is only applicable in case of attributability on the part of the Contractor.
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Insofar as personal data is processed in the provision of our services, the Other Party considers itself to be the controller within the meaning of the GDPR. This means that the Other Party does not enter into any processing agreements with customers, as this is only required and appropriate if the Other Party acts as a processor. The background to this position is that Counter Party is engaged by clients because of its special expertise on the subject in question and therefore provides its services as a professional, independent advisor. The Other Party determines completely independently how it will perform its work, what means it uses and what personal data is required for this purpose, and also draws up its advice completely independently. This independence is essential for Counter Party to be able to continue to guarantee the quality of its services. The obligation to follow instructions from the customer with regard to which personal data we are allowed to process and how exactly we are allowed to do so, as a processor is required to do, inherently detracts from the autonomy that the Other Party needs to be able to provide high-quality services. The processing of personal data is also not the core of our services, but rather a necessary side effect to be able to provide our services. Finally; insofar as the Other Party receives instructions from clients, these in principle relate to the desired output of our services and not to the way in which we must process personal data.

We consider this relationship as Controller Processor relationship as per Art 28 of the GDPR.

In view of the above, we are of the opinion that concluding a processing agreement is not appropriate given the GDPR role that we actually have (controller), nor necessary for compliance with the GDPR. As the controller, the Other Party will ensure that the necessary processing of personal data complies with the GDPR. The Other Party is willing to make agreements about the processing of personal data that are appropriate for a situation in which there are two independent controllers. In any case, the right to issue instructions cannot be part of this.

Do you share our view that, since the Other Party as the controller will not receive any instructions from the Client regarding the processing of personal data, no processing agreement as referred to in Article 22 of the Draft Agreement will be concluded in the context of the present assignment. If not, why not?

249	1	In connection with client and assignment acceptance procedures to be carried out by the Contractor, the Contractor requests the Client to agree to the reciprocal nature of this article in such a way that the transfer of rights and obligations under the agreement by the Client also requires the Contractor's prior written consent, which permission will not be withheld on unreasonable grounds. Are you willing to do this?	Could you please specify which article this request relates to? Without the relevant article reference, TU/e is unable to assess the proposed amendment and provide a substantive response.
250	1	In addition to the exceptions to the duty of confidentiality as referred to in Article 25 of the Draft Agreement, we would like to agree on the following exceptions:	The Contracting Authority is not prepared to include the proposed additions.

"The duty of confidentiality does not apply insofar as the Contractor is obliged to disclose pursuant to any regulation of a body to the supervision of which the Contractor is subject, a professional obligation resting on the Contractor or persons working at/for or associated with the Contractor or a binding decision of the court or a government body. In addition, the duty of confidentiality does not apply if: i) the Contractor acts on its own behalf, ii) or persons employed by the Client, working for the Client, or associated with the Client, acting on its own behalf in disciplinary, criminal or civil proceedings or iii) for obtaining advice from our professional advisors and insurers."

In addition, it is important for the Contractor that, in the context of legal obligations, we can share information with affiliated entities and third parties engaged by us for support services of an administrative and IT nature.

To avoid any ambiguity and confusion, we would like to explain that the aforementioned third parties are not directly involved in the performance of the services we may provide you. The aforementioned third parties only support us with regard to our internal processes. Of course, we are responsible for the use of these third parties and the confidentiality of all confidential information. We require third parties who process data on our behalf to comply with applicable laws and professional regulations.

Article 25.1(a) already permits disclosure to the extent necessary for the performance of the Agreement. This may include disclosure to subcontractors where and to the extent permitted under the Agreement and necessary for the performance of the services. The proposed wording, however, would permit disclosure to undefined affiliated entities and third parties for the Contractor's own internal purposes, including its administrative, IT, risk, independence and quality processes, and is not sufficiently limited to what is necessary for the performance of the Agreement.

The Contracting Authority further notes that:

Article 25.1(b) already covers disclosure required by mandatory statutory obligations and court orders;

the proposed references to "professional regulations" and "applicable laws" lack the specificity required for a contractual exception; and

the assurances provided in the explanation do not appear in the proposed contractual text.

To the extent the Contractor requires the use of subcontractors for the performance of the services, this is governed by the relevant provisions of the Agreement, including the Data Processing Agreement.

We would like to ask you whether, with due observance of the aforementioned explanation, you can agree with the following text proposal in addition to Article 25 of the Draft Agreement: This question does not give rise to any amendment.

"Unless prohibited by applicable law, the Contractor shall be entitled to permitted to use all information provided by or on behalf of the Client ('Client Information') and to provide it to (i) other affiliated entities and their personnel and/or (ii) other parties, who are supportive for the benefit of Contractor's administration or infrastructure and/or the provision of other support services of an administrative and IT nature for the purpose of (a) the provision of client, and engagement acceptance procedures, (b) conflict assessment of internal risk and independence and (c) maintaining quality standards and professional standards with respect to the Activities or services."

251	1	It is desirable and customary within the sector to agree on an indemnity in favour of the Contractor. In view of the specific services, the Contractor considers an indemnification reasonable but also necessary. Are you therefore prepared to agree to the following provision:	The Contracting Authority is not prepared to include this clause. A general indemnity in favour of the Contractor and its personnel in respect of all third-party claims would constitute an unacceptable reversal of liability, particularly given that the Contractor controls the performance of the services and is best placed to manage the associated risks.
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		"The Client indemnifies the Contractor against all claims by third parties arising from or related to the work (to be) performed on behalf of the Client, unless these claims are the result of intent or deliberate recklessness on the part of the Contractor's managerial staff. The indemnification also relates to all damage and (legal) costs that the Contractor suffers or incurs in connection with such a claim. This indemnification is also stipulated for the benefit of the persons within the Contractor's assignment team, both individually and jointly."	The Contracting Authority further notes that limiting the carve-out to intent or deliberate recklessness of the Contractor's managerial staff would leave the Contracting Authority exposed to claims resulting from negligent acts or omissions of the Contractor's personnel, which is neither reasonable nor customary. The Agreement contains a balanced allocation of risk and liability. This question does not give rise to any amendment.
252	1	Since the Contractor is obliged to maintain internal files, the Contractor proposes the following provision: "The contractor is entitled to keep an internal file with regard to the assignment. The Contractor shall take appropriate measures to guarantee the confidentiality and safe storage of the file and to keep the files for a period that is acceptable for proper professional practice and that is in accordance with the legal provisions and professional rules regarding retention periods. The files are the property of the Contractor."	Could you please specify which article this request relates to? Without the relevant article reference, TU/e is unable to assess the proposed amendment and provide a substantive response.
253	1	The Agreement does not contain a generally formulated clause with regard to laws and regulations applicable to the Contractor, including rules of conduct and professional conduct. Are you prepared to agree on the following text additionally:	The Contracting Authority is not prepared to include this clause. The Agreement is governed by Dutch law (Article 28.1). The Contractor is expected to assess, prior to submitting a tender, whether it is able to perform its obligations under the Agreement in accordance with the Agreement and applicable Dutch law. To the extent that foreign laws or professional regulations applicable to the

			"The Contractor carries out the assignment in accordance with the applicable laws and (professional) regulations. The Contractor is never obliged to perform any act or omission that is contrary to or incompatible with the aforementioned rules." Are you willing to do this?	foreign laws or professional regulations applicable to the Contractor would prevent such performance, this is a matter for the Contractor to assess and accommodate prior to submitting a tender.
254	1		On the basis of the independence legislation, a non-application must be agreed between the Client and the Contractor. To this end, the Contractor would like to include the following provision in the Agreement: "During the performance of the work and within one (1) year after termination of the Agreement, the parties will not employ any persons from the other party involved in the work or otherwise have work performed or negotiate with these persons, except with the prior express written consent of the other party, which permission will not be withheld on unreasonable grounds."	Agreed, subject to customary exceptions. TU/e is willing to include a reciprocal non-solicitation provision covering personnel directly involved in the performance of the Agreement during the term of the Agreement and for one year thereafter. For the avoidance of doubt, such a provision shall not restrict responses to public recruitment campaigns, general advertisements, or unsolicited applications by individuals.
255	1	Data Processing Agreement (DPA) & Contractual Basis	We work with standard agreements (EULSA and DPA) that are specifically designed for the products and services we provide • Can you confirm whether it is acceptable for you to use these standard EULSA and DPA documents as the contractual basis? • If required, we will gladly provide these documents for your review. Can you confirm that you are willing to: • review these documents; and • provide any reasonable amendment proposals, so that we can jointly arrive at a suitable agreement?	As far as the DPA is concerned, we have shared our own template and prefer using that.

256	1	Pricing – Monthly vs Annual (Annex 3, B & C)	In Annex 3 (ESM Price Form) under B (recurring costs) and C (license expansion), you request pricing per month. Our licenses are offered on an annual basis. • We can provide an indicative monthly price if required; however, no rights can be derived from this. • Can you confirm that licenses are procured on an annual basis as reflected in the columns for years 1, 2, 3, and 4?	Yes, we can confirm.
257	1	Rates – Hourly vs Daily (Annex 3, D)	In Annex 3 under D (hourly rate), you request rates per hour. We apply rates on a daily basis. • Can you confirm that a working day is considered to consist of 8 hours?	Yes, we can confirm.
258	1	Recovery Time (Annex 1, art. 12.8)	Recovery time (the period between the Contractor's acknowledgement of receipt of the incident and the restoration of the IT Solution to its operational state): • P1 = 4 hours, 24/7 • P2 = 8 hours, 24/7 • P3 = 24 hours between 20:00 and 06:00 on business days . Can you clarify to what extent the requested restoration time of 4 hours for Priority 1 constitutes a hard guarantee, given that the actual recovery time depends on the nature, complexity, and root cause of the incident?	TU/e recognizes that the actual recovery time may depend on the nature/complexity/root cause and circumstances of a particular incident. Tenderers are therefore invited to clarify in their response under which specific circumstances they believe compliance with the stated recovery times would not be achievable.
259	1	Penalties vs SLA Model (Annex 1, art. 12.12)	Article 12.22 provides for automatic financial penalties in the event of not meeting availability targets and exceeding recovery times. We apply a standard SLA model where service levels, incident response, and recovery processes are defined, including service credits in case of non-performance. Request: Can you confirm that this provision can be amended to an SLA-based model whereby:	TU/e intends to maintain the contractual remedies as set out in the procurement documents, including the application of fixed penalties where applicable.

			• service levels and recovery times are contractually defined; • compensation is provided through service credits; and • liability and remedies fall within the agreed liability framework (including caps), instead of applying fixed (daily) penalties and/or automatic fee reductions?	
260	1	Upgrades / Releases (Annex 1, art. 13.1)	Article 13.1 sets conditions for upgrades, including prior approval, a 6-month release forecast, and a fixed testing period of 3 weeks. We deliver our software as a SaaS solution, where upgrades are deployed centrally and uniformly. Request: Can you confirm that this provision can be adapted to a SaaS-aligned model whereby: • upgrades and releases can be performed centrally and automatically; • the client is informed in a timely manner about planned releases and maintenance windows; • release notes and impact information are provided; and • the client can test in advance via a staging or test environment, without blocking production updates?	Agreed.
261		Price Indexation (Annex 1, art. 14.3)	In the market, it is common that price adjustments take place at contract renewal, based on general price developments and vendor-specific pricing governance. Request: Can you confirm that:	1. TU/e does not agree to automatic price adjustments at contract renewal. Any price adjustment remains subject to the provisions set out in the Agreement. 2. TU/e does not agree to alternative indexation methodologies. The indexation mechanism specified in the Agreement shall remain applicable. 3. As stated previously, any price adjustment must be communicated in writing at least three months in advance (See answer Ref. Nr. 158.). Automatic application without prior written notification is not accepted.

		1. price adjustments at contract renewal are permitted in line with a standard renewal model; 2. indexation is not limited exclusively to the CBS CPI and that an alternative, equivalent methodology is allowed; 3. the requirement for prior written approval can be replaced by automatic application upon renewal, provided that it is communicated in a timely manner?	
262	Invoicing (Annex 1, art. 15.2 III)	The draft agreement states that invoicing is based on 70% during execution and 30% after turnkey delivery, and that recurring costs start after go-live. Request: Can you clarify whether the following invoicing structure is acceptable: • Licenses and SaaS/maintenance: invoiced annually in advance, starting from the contractual start date (instead of after go-live); • Implementation: invoiced based on predefined project milestones (instead of a 70/30 split); • Training and additional services: invoiced based on time and materials (actuals);	• Any licenses required solely for implementation should be included in the implementation pricing. Recurring production licenses and SaaS subscription fees (e.g. for the 600 contracted agent population) will commence from go-live in accordance with the procurement documents. • The implementation fee structure shall remain based on 70% during execution and 30% upon successful turnkey delivery and acceptance of the solution. TU/e agrees that implementation services may be invoiced based on objectively defined project milestones. The milestone structure and associated deliverables will be agreed upon during the implementation phase. • Training and additional services may be invoiced on a time-and-materials basis where applicable.

Furthermore, we kindly request confirmation that invoicing can be based on objectively defined delivery milestones, rather than being dependent on subjective criteria such as “successful completion” or customer acceptance.

263	Low-code onafhankelijkheid (DES-12, DES-13, DES-35)	How will the Client differentiate in scoring between low-code/no-code capabilities that can be configured independently by the Client versus those requiring vendor or partner involvement for implementation or modification?	TU/e has a preference for capabilities that can be configured and maintained independently by TU/e without requiring vendor or implementation partner involvement. While no separate scoring mechanism is applied specifically to distinguish between client-configurable and vendor-dependent functionality, aspects such as maintainability and dependency on third parties will be considered in the overall evaluation of the solution.
264	AI accuracy en scoring (DES-1 t/m DES-6)	How will the Client measure and compare the accuracy and effectiveness of AI-assisted functionalities such as classification, prioritization, summarization, and response generation across different solutions?	TU/e has not yet defined specific metrics for measuring and comparing the accuracy and effectiveness of AI-assisted functionalities.