

Memorandum of Information 2, ESM Platform, 09-07-2026,

Ref. Nr.	Question round	Subject	Question	Answer
1	2	Art. 19.3 / 23.6 + DPA 10 (Ref 118, 246)	We note the Client maintains that personal-data and confidentiality claims fall outside any liability cap. Rather than removing the carve-out, would the Client accept a high but finite cap for these claims, aligned to the Contractor's insurable limits (for example EUR [...] per event and in aggregate), while retaining unlimited liability for intent and gross negligence? Fully uncapped exposure for these claims is in practice uninsurable and will be priced into every bid; a defined cap gives the Client real recourse while keeping offers competitive.	The Contracting Authority has carefully considered the request but prefers to maintain the liability provisions as set out in the Agreement. Accordingly, the liability clause, including the applicable exceptions, will remain unchanged.
2	2	Art. 19.1 (Ref 246)	To confirm a balanced allocation of risk for both Parties, can the Client confirm that indirect and consequential loss — including loss of profits, revenue and data and business interruption — is fully excluded for both Parties under Article 19.1, and amend the word "limitedly" accordingly?	The Contracting Authority is not prepared to amend Article 19.1 as proposed.
3	2	DPA structure (Ref 156, 255)	Given that the Client will use its own SURF Data Processing Agreement (Ref 255) and requires a single Contractor responsible for the complete solution (Ref 156): can the Client confirm that the Contractor signs the SURF DPA as Processor and names the underlying SaaS manufacturer as Sub-processor under DPA Articles 4 and 11.3, and that this fully satisfies the data-processing requirements without the manufacturer signing the DPA separately?	The Contracting Authority confirms that sub-processors are not required to sign a separate Data Processing Agreement. However, all sub-processors involved in the provision of the services must be identified and included in the relevant annex to the Data Processing Agreement in accordance with its requirements.
4	2	Art. 18.5 / exit (Ref 1)	Further to Ref 1, can the Client confirm that, for the standard multi-tenant SaaS platform, machine-readable data and configuration export satisfies the continuity/exit requirement (AM-16/AM-17) and that any escrow obligation is limited to bespoke developments and configuration created specifically for TU/e — i.e. no platform source-code escrow is expected?	The Contracting Authority confirms that no platform source-code escrow is expected.
5	2	Art. 16 (Ref 83, 260)	Consistent with the standard SaaS update model the Client has accepted (Refs 83, 260), can the Client confirm that the guarantee in Article 16 is given by reference to the manufacturer's documented specifications and a "substantial conformity" standard for the standard product?	If the question refers to providing this guarantee based on the manufacturer's documented specifications, the Contracting Authority agrees.
6	2	Art. 14.3 (Ref 124, 158, 261)	Memorandum 1 appears to give differing answers on indexation: Ref 124 accepts the CBS Services Producer Price Index (SPPI, group J62), whereas Ref 261 states the specified mechanism remains and no alternative is permitted. Can the Client confirm which index applies on renewal, and confirm that indexation is applied annually subject to three months' prior written notice (Ref 158)?	The Contracting Authority confirms that the applicable index upon renewal is the CBS services price index (<i>Dienstenprijzen commerciële dienstverlening en transport</i>), group J62/J6202, or its successor index. The contracting authority further confirms that indexation may be applied annually, subject to three months' prior written notice, in accordance with the agreement.
7	2	Art. 6.9 (Ref 172)	Further to Ref 172, can the Client confirm that the liquidated damages under Article 6.9 are triggered only by a delay in Turnkey Delivery attributable to the Contractor, measured against jointly agreed and documented acceptance / UAT criteria, and excluding delay caused by Client or third-party dependencies?	Liquidated damages under Article 6.9 are triggered only by a delay in turnkey delivery attributable to the contractor, measured against jointly agreed and documented acceptance / UAT criteria, and excluding delay caused by the Contracting Authority or third-party dependencies regarding third-parties contracted by the contracting authority.
8	2	Art. 29.7 / 12.12 (Ref 108)	Consistent with the Client's confirmation that only one penalty applies per event/breach (Ref 108), can the Client confirm that amounts paid as penalties under Articles 6.9 and 12.12 are set off against any damages awarded for the same event, to avoid double recovery?	The Contracting Authority does not agree with this interpretation. Articles 6.9 and 12.12 relate to contractual penalties and not to damages.
9	2	Art. 18.4(d)	Can the Client remove, or objectively define and add a cure period to, the termination ground "other conduct ... that results in unacceptable damage to the Client's image" (Article 18.4d), so that termination cannot rest on a wholly subjective assessment?	No. The Contracting Authority will not remove this provision. It is not possible to define or describe in advance all situations that could result in unacceptable damage to the Contracting Authority's reputation.
10	2	Dutch Archives Act (Archiefwet) compliance Reference: Annex 5, FOU-43 (DM-14): Archiefwet custodianship; FOU-47 (DM-3): durable formats in line with the Dutch Archiefwet (foundational requirement).	Foundational requirements DM-14 and DM-3 require custodianship and durable export formats in line with the Dutch Archives Act (Archiefwet). We would be grateful if the Contracting Authority could confirm that equivalent records management capabilities based on open standards (configurable retention, durable export in open formats such as PDF/A and XML or JSON, an immutable audit trail and client data custodianship) are accepted as satisfying these requirements where they achieve the underlying objectives of the Archiefwet, even if the solution is not certified specifically against the Dutch Archives Act.	The Contracting Authority accepts equivalent records management capabilities, provided that they satisfy the requirements set out in the Tendering Documents, including compliance with the underlying objectives of the Dutch archives act (Archiefwet). The capabilities described in your question, including configurable retention, durable export in open formats such as PDF/A, XML or JSON, an immutable audit trail and client data custodianship are considered compliant, provided that they demonstrably meet the applicable requirements.
11	2	Dutch higher education sector standards as a requirement Reference: Annex 5, FOU-19 (AR-5): at minimum the eduStandaard, HORA, HOSA and eduHub standards are implemented (foundational requirement, knock-out).	Foundational requirement AR-5 requires, as a minimum, implementation of the eduStandaard, HORA, HOSA and eduHub standards. These are standards specific to the Dutch higher education sector that are not commonly implemented from the outset by international service management providers. To broaden the field while still meeting the underlying objective of interoperability based on open standards, we would be grateful if the Contracting Authority could consider (i) reclassifying these particular sector standards as desirable rather than a mandatory foundational requirement, (ii) accepting their implementation on a roadmap basis within an agreed period after turnkey delivery, or (iii) accepting demonstrably equivalent open or interoperability standards where they achieve the same outcome.	The Contracting Authority confirms that these frameworks and standards are not mandatory requirements. However, compliance with the eduStandaard, HORA, HOSA, and eduHub frameworks and standards is considered desirable, and tenderers are encouraged to align with them to the greatest extent reasonably possible. datory, but it is desirable to conform to them as much as possible.
12	2	Non-Dutch references admissible Reference: RFP paragraph 4.2.2 (Technical and professional competence, reference projects); Annex Reference Form (field "Country of establishment").	With reference to the technical and professional competence criteria in paragraph 4.2.2, and noting that the Reference Form already asks for the country of establishment of the reference organisation, we would be grateful if the Contracting Authority could confirm that reference projects carried out for clients established outside the Netherlands, for example in the United Kingdom or elsewhere within or outside the European Union, are equally admissible to demonstrate compliance with these criteria, provided that the substantive requirements are met. Confirming this would help ensure a level playing field and would allow market parties with a strong international track record to participate on an equal basis, while still giving the Contracting Authority full assurance of the required competence.	Yes we can confirm
13	2	Demonstrated scalability and performance Reference: Annex 5, FOU-94 (SRD-1: scalable to 1,000 agents); FOU-103 (USE-3: performance thresholds).	Foundational requirement SRD-1 requires scalability towards 1,000 agents and USE-3 sets performance thresholds. We would be grateful if the Contracting Authority could confirm whether demonstrable and evidenced scalability and responsiveness under load will be positively reflected in the assessment of user experience (G2.3), so that solutions proven at the required scale are appropriately recognised.	Yes. Where a tenderer can demonstrate, with appropriate evidence, that the proposed solution is flexible, scalable, and capable of meeting the required performance under load, this will be taken into account positively in the assessment. Demonstrated scalability and responsiveness that support the required user experience will therefore contribute positively to the evaluation where relevant.
14	2	Extending to new domains without extra licensing Reference: RFP paragraphs 1.3 and 1.6 (future expansion to more departments); Annex 3 (per-user end-user licensing).	Paragraphs 1.3 and 1.6 anticipate future expansion of the platform to additional service departments and domains. We would be grateful if the Contracting Authority could confirm that the ability to onboard additional domains and service processes using the existing capabilities of the platform, without requiring new functional module licences, will be positively valued, given its relevance to the stated ESM ambition and to the long term total cost of ownership.	Future scalability and support for potential expansion are relevant considerations within TU/e's ESM ambition. However, tenders will be evaluated solely against the published requirements and award criteria. Bidders are invited to describe and demonstrate how their solution supports the onboarding of additional domains and processes in a cost-effective and scalable manner.
15	2	Concurrent use as an alternative to named use, plus adapting the Price Form Reference: Annex 3, Price Form, Section B (named "Agents 750") and Section C bands; Annex 5, FOU-94 (SRD-1): 250 concurrent agents; RFP paragraph 1.7 (approx. 600 agents).	The Price Form requires agent licences to be priced on a named user basis (750 named agents), while foundational requirement SRD-1 anticipates around 250 concurrently active agents. In organisations such as universities, a large share of agents (for example staff in HR, ESA and the library) handle requests only occasionally or seasonally, so the number of agents active at the same time is typically much lower than the total number of named agents. To enable the most cost efficient offer and a fair comparison of licensing models, we would be grateful to learn whether the Contracting Authority would be willing to permit tenderers to additionally offer a concurrent use licensing model as an alternative or complement to named use, and to evaluate it on an equal footing. To allow accurate sizing, we would also be grateful if the Contracting Authority could indicate the expected number of agents active at the same time during normal and peak periods. By way of illustration of the difference: under a named model, every individual who may ever need agent access requires a licence, for example all 600 to 750 agents, even if most are inactive at any given moment. Under a concurrent model, licences are consumed only by agents who are logged in and active at the same time. If, for example, at most around 250 of those 600 to 750 agents are ever active simultaneously (consistent with SRD-1), the Contracting Authority would require in the order of 250 to 300 concurrent licences rather than 750 named licences to serve the same population, typically at a materially lower total cost of ownership while fully preserving access for all staff. In addition, in order to keep all submissions uniform and easy to compare, and to avoid tenderers having to amend the Price Form themselves, we would be grateful to learn whether the Contracting Authority would be willing to adapt the Price Form so that it provides a dedicated line or section in which a price for concurrent use can be entered as an alternative to named use. A template provided by the Contracting Authority would allow the evaluation team to compare both licensing models on a consistent basis.	The Contracting Authority understands the question and has uploaded a revised version of the Price Form to TenderNed (20260709 Annex 3 - ESM Price Form v3). An additional row has been added to allow tenderers to submit pricing based on concurrent licences. Tenderers should choose either the row for named-user licences or the row for concurrent licences, depending on the licensing model they propose.

16	2	Annual invoicing in advance for licences and SaaS subscription Reference: Annex 1 (ESM Agreement), Article 15.2 (III)	In the first Memorandum of Information, the Contracting Authority confirmed that licences are procured on an annual basis (Ref. 256) and that the recurring licence and subscription fees commence at go live (Ref. 262), which is also reflected in Article 15.2 (IV) of the draft Agreement. With full respect for that position, we would kindly ask the Contracting Authority to reconsider it for the recurring SaaS subscription, for the following reason. In a Software as a Service model, the provider already incurs real and continuous costs towards its cloud and hosting partners from the moment the dedicated tenants and environments are provisioned for the Contracting Authority. This provisioning necessarily takes place at the start of the contract and the implementation project, well before go live. From that moment the production, test and acceptance environments are reserved, secured, monitored and maintained on the Contracting Authority's behalf, and the provider is charged for that capacity by its cloud partner from day one. It is therefore both reasonable and consistent with standard SaaS practice for the recurring subscription, and in particular for the hosting and platform component, to be invoiced annually in advance from the start date of the contract rather than only from go live. Article 15.2 (III) already contains wording that allows annual services to be invoiced annually in advance, and this approach is consistent with the annual columns (Year 1 to Year 4) of the Price Form and keeps the administration straightforward for both parties. On that basis, we would be grateful if the Contracting Authority could confirm that the recurring licence and SaaS subscription fees may be invoiced annually in advance, with the first annual period commencing at the start date of the contract. If that is not acceptable in full, would the Contracting Authority be willing to allow at least the hosting and platform component to be invoiced from the date on which the environments are provisioned, so that the supplier is not required to carry several months of real cloud costs without any corresponding payment?	If specified in the Price Form (Section A - non recurring costs: Line 42 "Additional costs") by the Tenderer, Contracting Authority is willing to allow the hosting and platform component to be invoiced from the date on which the environments are provisioned until Turnkey Delivery. After Turnkey Delivery we expect these cost to be included in Section B: Recurring costs
17	2	New functionality and adaptive maintenance at no cost Reference: Annex 5, FOU-24 (CM-13): legal updates at no cost; FOU-25 (CM-14): new functionality and technology immediately available at no charge.	Foundational requirements CM-13 and CM-14 provide that legal compliance updates and new functionality or technology are made available to the Client at no additional charge. Tenderers can readily commit to this for product line updates and improvements within the licensed scope. We would be grateful if the Contracting Authority could confirm that separately licensed new modules, and consumption based components such as AI processing or third party services, fall outside this no cost principle and may be offered as priced options (consistent with the exception already recognised in CM-14), so that the commitment remains clear and sustainable.	Contracting Authority confirms that separately licensed new modules, and consumption based components such as AI processing or third party services, fall outside this no cost principle and may be offered as priced options. However, additional cost are always subject to written approval of the Client and can never be charged without such approval and for consumption based costs monitoring and or caps must be agreed upfront.
18	2	Exit within five working days Reference: Annex 5, FOU-7 (AM-16): export to the Client or another provider within five working days, including detailed transfer logs.	Foundational requirement AM-16 requires data export to the Client or to another provider within five working days. To ensure that this is achievable for large datasets while still protecting the exit position of the Client, we would be grateful if the Contracting Authority could consider framing the timeframe as a reasonable, agreed period documented in the exit plan (with a defined target for standard exports), rather than as a fixed obligation of five working days in all circumstances.	Foundational requirement FOU-7 will be re-written to: Upon request of and with the consent of the Client, the Contractor allows the export of data to Client and/or another cloud provider within 5 working days for standard reports and within a reasonable, agreed period documented in the exit plan for large datasets and in a readable format (to be determined by Client). This export should be accompanied by human and machine readable log exports of the status of the transfer of individual entities, which should include (at minimum) the status (success or failure), reason for the status, size of the entity, IP addresses used outgoing and incoming, ports used, start of transfer, end of transfer.
19	2	Follow-up to Ref. 118): A proportionate and insurable approach to data-related liability	We note and fully respect the Contracting Authority's position in the first Memorandum of Information (Ref. 118) that it cannot agree in advance to a fixed monetary cap on liability for claims relating to the processing of personal data, since the extent of any liability depends on the circumstances of the individual case. With that position in mind, and in order to keep the risk allocation insurable and proportionate for providers of standard SaaS services, we would respectfully ask the Contracting Authority to consider an alternative that does not rely on a fixed cap, namely that the Contractor's liability for such claims is limited to the direct and proven damage attributable to the Contractor's own breach, that indirect or consequential loss is excluded, and that this liability is underpinned by the Contractor's mandatory professional and cyber liability insurance, the coverage level of which can be specified in the Agreement. Liability arising from intent or gross negligence would of course remain unlimited. Would the Contracting Authority be willing to consider such an approach, which keeps the supplier fully accountable for genuine breaches while ensuring that the resulting exposure remains insurable and proportionate to the value of the Agreement?	Not agreed. As stated in the response to Question 118, the extent of any liability relating to the processing of personal data can only be determined based on the specific circumstances of the individual case. Therefore, TU/e cannot agree in advance to contractual limitations that would restrict such liability, including by limiting recovery to direct damages only, excluding indirect or consequential damages, or linking liability to the level of the Contractor's insurance coverage. In addition, TU/e considers it inappropriate to limit the Contractor's liability towards TU/e where the Contractor's liability towards affected third parties cannot be limited in advance. Such a limitation could result in the TU/e bearing a substantial part of the financial consequences of claims by third parties arising from a personal data breach for which the Contractor is responsible. The TU/e does not consider such a risk allocation to be reasonable.
20	2	Language of the use case demonstration Reference: RFP paragraph 3.14 (all information exchange relating to the procedure takes place in English, and documents to be submitted must be drawn up in English); paragraphs 5.3.3 and 5.4	Paragraph 3.14 states that all information exchange relating to the tendering procedure takes place in English and that documents to be submitted must be drawn up in English. Noting that the use case demonstrations and the accompanying verbal explanation of award criterion G2.3 (paragraphs 5.3.3 and 5.4) form part of this procedure, and that English is one of the primary working languages of the organisation (foundational requirement AM-3), we would be grateful if the Contracting Authority could confirm whether the demonstration and the accompanying verbal explanation may be delivered in English, and whether this would be acceptable or indeed preferable to the assessment committee.	Yes we can confirm
21	2	Acceptance environment, required and chargeable? Reference: Annex 5, FOU-15 (AM-9): test environment mandatory, acceptance environment described as a possibility; Annex 3, Price Form: recurring lines for both a test and an acceptance instance.	Foundational requirement AM-9 requires a dedicated test environment and describes an acceptance environment as a possibility, while the Price Form contains recurring cost lines for both a test and an acceptance instance. We would be grateful if the Contracting Authority could confirm whether a separate acceptance environment is required as part of the solution and should be priced as a recurring item, or whether it is optional.	The Price Form is intended to enable the Contracting Authority to compare the costs of the proposed solutions on a like-for-like basis. Tenderers are requested to provide pricing for the requested environments in the Price Form. However, inclusion of these items in the Price Form does not mean that the Contracting Authority will necessarily procure all of them from the start of the agreement.
22	2	Browser support inconsistency Reference: Annex 5, FOU-17 (AR-3): five most popular browsers, versus Annex 5, REQ-1: latest two versions of major browsers.	Foundational requirement AR-3 requires support for the five most popular browsers (all versions still supported), while functional requirement REQ-1 refers to the latest two versions of major browsers. We would be grateful if the Contracting Authority could confirm which standard prevails for the purpose of compliance.	The applicable requirement is a combination of the relevant provisions FOU-17 and REQ-1. The IT Solution shall provide access via modern web browsers on desktop and laptop devices. The IT Solution must, at a minimum, be compatible with and function properly on the latest two generally available stable versions of the five most widely used internet browsers worldwide, based on StatCounter's browser market share worldwide over the preceding twelve months. The Supplier shall ensure and maintain such browser compatibility throughout the term of the Agreement.
23	2	Contradiction in the reference timeframe Reference: RFP paragraph 4.2.2 (Technical and professional competence): "(1) carried out to the full satisfaction for a period of three (3) years" and "(2) the delivery date is no longer than three (3) years ago".	Selection criterion 4.2.2 states that the service must have been performed to the client's full satisfaction for a period of three (3) years, and also that the delivery date must be no longer than three (3) years ago. As these two conditions appear difficult to satisfy at the same time, we would be grateful if the Contracting Authority could clarify how they should be read in conjunction, for example whether 'delivery' refers to the go live moment and the three year satisfaction period may be ongoing, so that tenderers can submit qualifying references with certainty.	The delivery date refers to the end date of the contract. So the service (end date of the contract) may not have ended longer than three (3) years ago. The service can also still be ongoing as long as the the service has already been carried out to the full satisfaction of the relevant client for a period of three (3) years.
24	2	Named versus concurrent definition of "agents" Reference: Annex 3, Price Form, Section B (named "Agents 750") and the instruction on no additional licence costs for user increases; Annex 5, FOU-94 (SRD-1): minimum of 250 concurrent agents, scalable to 1,0	The Price Form (Annex 3, Section B) appears to treat the 750 agents as named user accounts, while foundational requirement SRD-1 refers to a minimum of 250 concurrent agents, scalable to 1,000. We would be grateful if the Contracting Authority could clarify whether the figure of 750 refers to named (uniquely registered) agent accounts or to concurrently active agents, and indicate the expected peak number of agents active at the same time. This distinction has a material effect on how tenderers size and price their licences and would support comparable proposals.	Please refer to the answer with Ref nr. 15.

25	2	SM ambition versus ITSM-oriented requirements Reference: RFP paragraphs 1.3 and 1.4; Annex 5 (Functional Requirements REQ-1 to REQ-65); Annex 6 (Desirables); Annex 7 (Use Cases 1 to 6).	In paragraphs 1.3 and 1.4, the Contracting Authority sets out an ambition for Enterprise Service Management across the whole organisation, namely a single platform that unifies service delivery across all service departments and connects academic and enterprise functions. The functional requirements (Annex 5), the desirables (Annex 6) and all six use cases (Annex 7) appear, however, to be framed predominantly around classic IT Service Management concepts (tickets, agents, incidents, knowledge base, CMDB and assets, SLAs), with generic roles and an initial scope (HRM, ESA, LIS) that is currently supported in the existing ITSM tool. We would be grateful if the Contracting Authority could clarify how the broader ambition for service management across departments will be reflected and weighted in the assessment, and confirm whether, and through which criteria, the demonstrable ability to support service processes across the enterprise beyond ITSM ticketing will be valued. This clarification would help all market parties interpret the scope consistently and present solutions that match the stated ESM vision on an equal footing.	The ambition of the Contracting Authority is to implement an Enterprise Service Management (ESM) platform that supports service delivery across multiple organisational domains. The initial implementation scope comprises HRM, ESA, and LIS, as described in the Tendering Documents. The assessment of tenders will be conducted strictly in accordance with the published award criteria and evaluation methodology. Tenderers are encouraged to demonstrate how their proposed solution supports future expansion to additional service domains and broader enterprise-wide service management. Such capabilities may be taken into account where they are relevant to the applicable award criteria, in particular where they contribute to the design principles, scalability, and long-term ESM vision described in the request for proposal. No separate weighting or additional scoring outside the published award criteria will be applied.
26	2	Nvl 1 #129	Following your response, we would like to request further clarification. Contractor delivers its SaaS solution using a continuous deployment model, which is considered industry best practice for modern cloud services. This approach enables security patches, bug fixes and functional improvements to be deployed quickly and in small, low-risk increments. As a result, the service remains secure, stable and up to date, while planned maintenance activities are typically of very short duration and involve only minimal downtime. Any planned maintenance that may require downtime is always performed outside of Client's business hours, thereby minimizing any operational impact on users. Due to this operating model, it is not always feasible to identify and announce maintenance requiring downtime at least 10 Working Days in advance. A notification period of 7 calendar days aligns with Contractor's standard operational processes, which are applied consistently across all customers, while still providing Client with timely notice of any planned maintenance. Furthermore, maintaining a mandatory notification period of 10 Working Days may unnecessarily delay the implementation of important maintenance and security-related updates, which is contrary to established SaaS and cybersecurity best practices. In light of the above, we kindly request that TU/e reconsider this requirement and amend the notification period to 7 calendar days, or alternatively confirm that a notification period of 7 calendar days for planned maintenance performed outside of business hours will also be considered compliant. If TU/e maintains the requirement of a 10 Working Day notification period, we kindly request that you explain the legitimate interest this specific timeframe is intended to protect, and why a notification period of 7 calendar days for planned maintenance outside of business hours would not adequately achieve that objective. As the current requirement may unnecessarily restrict suppliers operating according to modern SaaS delivery practices, we would also appreciate your confirmation that this requirement has been assessed for proportionality in light of current industry standards.	The Contracting Authority agrees to amend the notification period for planned maintenance involving downtime. Article 11.5 of the agreement shall apply as follows: <i>"Planned Maintenance involving downtime shall always be reported to the Client at least 7 calendar days in advance."</i> Accordingly, Article 12.7 of the agreement will be amended to reflect a notification period of 7 calendar days. With regard to security patches, the contracting authority acknowledges that these may need to be deployed without delay. However, the contracting authority expects to be informed when such security-related maintenance is scheduled to take place.
27	2	Nvl 1 #24	What is understood and acceptable as concrete evidence in this case?	An indication of the roadmap, as requested in the Request for Proposal, will be considered acceptable as supporting evidence.
28	2	Nvl 1 #169	Can TU/e clarify the minimum CMDB/Asset data model expected at Go-Live, including mandatory CI classes, relationships, lifecycle attributes and whether all approximately 100,000 records must be migrated and operational before Turnkey Delivery?	The answer provided in the first Memorandum of Information (MOI1) remains unchanged. The Contracting Authority has no further comments on this matter.
29	2	Nvl 1 #24	Can TU/e clarify how AI-assisted functionality that is planned but not yet generally available will be assessed, especially where TU/e has not defined specific accuracy metrics or an AI strategy, and whether equivalent non-AI automation achieving the same business outcome will receive equal consideration?	Tenderers are expected to propose solutions that optimise the customer experience and support the objectives of the Contracting Authority. Where planned AI-assisted functionality or equivalent non-AI automation demonstrably delivers the intended business outcomes and enhances the user experience, this may be taken into account in the assessment where relevant to the published award criteria.
30	2	Nvl 1 #47	Can TU/e clarify which functionality evaluators may test after the demonstration, whether testing will be limited to the demonstrated use cases and provided test accounts, and whether findings from exploratory testing outside the demonstrated scope will influence the G2.3 score?	The Contracting Authority confirms that, during the testing phase, the content and structure of the prescribed use cases will be followed and replicated. The evaluation will therefore be based on the defined use cases and the corresponding testing scenario.
31	2	Nvl 1 #104	We note that TU/e's response does not appear to address the substance of our question. We would appreciate a more direct response to the specific point raised, and therefore respectfully reiterate our original proposal	Due to the current judicial landscape regarding the transfer of personal data outside of the EU, the client will like to retain the language of the original clause, since it gives the client the opportunity to reasonably object to the appointment of a sub processor that is established out of the EU, therefore giving the client to object before the transfer takes place rather than getting the opportunity to object post facto.
32	2	Nvl 1 #105	In that case, we kindly request that the wording of the agreement be amended to reflect this.	The Contracting Authority confirms that the response provided in MOI (Memorandum of Information) 1 remains unchanged.
33	2	Nvl 1 #107	We note that TU/e's response does not appear to address the substance of our question. We would appreciate a more direct response to the specific point raised, and therefore respectfully reiterate our original proposal.	The answer provided in the first Memorandum of Information (MOI1) remains unchanged.
34	2	Nvl 1 #108	We note that TU/e's response does not appear to address the substance of our question. We would appreciate a more direct response to the specific point raised, and therefore respectfully reiterate our original proposal.	The answer provided in the first Memorandum of Information (MOI1) remains unchanged.
35	2	Nvl 1 #112	We kindly request TU/e to review the applicable AI legislation and align this article accordingly. It is not reasonable to impose obligations on Contractor that go beyond what is required under applicable law. Contractor should not be held to a higher standard than that which is legally mandated, and we therefore request that the clause be amended to reflect the relevant statutory requirements.	The Contractor shall ensure that any AI System incorporated in the IT Solution is sufficiently transparent to enable the Client to understand its functioning. At the Client's request, the Contractor shall provide all information reasonably necessary to enable the Client to understand and validate the functioning and output of the AI System, including, where available to the Contractor, information relating to training data, algorithms and decision-making logic, to the extent that the Contractor is legally and contractually entitled to disclose such information. Where the Contractor is unable to disclose specific information, it shall inform the Client of the reasons and provide the maximum level of information that it is permitted to disclose.
36	2	Nvl 1 #113	We respectfully note that the argument that a right may not necessarily be exercised does not address our concern. The existence of such a right in itself grants TU/e the discretion to invoke it at any time, which creates an unacceptable level of contractual uncertainty for Contractor. We would expect a more collaborative approach from TU/e in addressing this point, and therefore reiterate our original proposal.	The answer provided in the first Memorandum of Information (MOI1) remains unchanged.
37	2	Nvl 1 #114	We respectfully note that the argument that a right may not necessarily be exercised does not address our concern. The existence of such a right in itself grants TU/e the discretion to invoke it at any time, which creates an unacceptable level of contractual uncertainty for Contractor. We would expect a more collaborative approach from TU/e in addressing this point, and therefore reiterate our original proposal.	The answer provided in the first Memorandum of Information (MOI1) remains unchanged.
38	2	Nvl 1 #116	We kindly request that this be clarified and reflected in the agreement. As currently drafted, strict compliance with this provision would place Contractor in breach of contract in the ordinary course of delivering its services to TU/e. We trust that this is not the intended outcome and request that the clause be amended accordingly.	To article 21 following addition will be made: <i>By way of exception to Article 21.3 (iv) and Article 21.3 (v), the Contractor may, subject to the Client's prior written approval, access Data and/or systems from outside the European Economic Area solely through a controlled, auditable and pre-defined break-glass procedure, provided that such access is limited to exceptional circumstances, is fully logged and complies with the Client's security requirements</i>
39	2	Nvl 1 #117	We appreciate TU/e's position, however we maintain that 15 working days remains a relatively short period in the context of a complex service environment. We therefore reiterate our proposal to extend this period to 30 calendar days, and kindly request TU/e to reconsider.	The Contracting Authority is willing to amend the requirement. The applicable notification period in article 20.3 will be changed to 20 working days.

40	2	Nvl 1 #118	In order to reach consensus, we are prepared to withdraw our proposed EUR 500,000 liability cap. In return, we propose adding the following: The limitations of liability included in the previous paragraph shall not apply in the event of: compensation for death or injury, and/or willful misconduct or gross negligence on the part of the Contractor and/or its personnel, and/or breach of confidentiality and/or infringement of intellectual property rights, and/or claims relating to the processing of personal data. With respect to claims relating to the processing of personal data, Contractor shall indemnify Client against all third-party claims to the extent that these directly and demonstrably result from a breach attributable to Contractor in the performance of its obligations arising from a violation of applicable laws and regulations in the field of personal data processing, provided that the following cumulative conditions are met: Client notifies Contractor promptly, and in any event no later than thirty (30) days after becoming aware of the claim, in writing of the existence and nature of such claim; Client takes all reasonable measures to limit damages and liability, including but not limited to mounting a timely and adequate defence or cooperating in a defence before the Dutch Data Protection Authority (Autoriteit Persoonsgegevens); Client leaves the handling of the claim entirely to Contractor, with the exception of administrative fines imposed by the Dutch Data Protection Authority. With respect to such fines, Client shall provide all reasonable cooperation to enable Contractor to conduct a defence against the fine; Client provides Contractor with all reasonable assistance and supplies in a timely manner all relevant information necessary to enable Contractor to defend itself against the claim, whether in or out of court."	The Contracting Authority refers to its response to question 118 in the first MOI and question 19 in this MOI. Although the proposed wording no longer includes a fixed monetary liability cap, it would still have the effect of contractually restricting the contractor's liability in relation to claims concerning the processing of personal data. The contracting authority therefore does not agree to the proposed amendment.
41	2	Nvl 1 #119	We kindly request that this will be reflected in the agreement.	To Article 18.5 of the Agreement following addition will be made (underlined): <i>In the event of a ground for termination, the Contractor is furthermore obliged, at the Client's first request, to hand over the Source Code and object code belonging to the IT Solution, as well as all other Data required for the rights as referred to in paragraph 2 of the previous article with regard to Licenses and intellectual property rights, all this for a reasonable fee, insofar as this has not already been paid by the Client. Where the IT Solution consists of a standard proprietary multi-tenant SaaS platform, this obligation shall apply only to bespoke or custom-developed components and configurations forming part of the IT Solution and shall not require the Contractor to transfer the Source Code or object code of the underlying platform software. In such cases, the Contractor shall instead ensure continuity and portability through the availability of machine-readable Data and configuration exports and shall provide appropriate exit arrangements in accordance with this Agreement.</i>
42	2	Nvl 1 #120	Contractor understands TU/e's need for certainty regarding the contract term. As a compromise, Contractor proposes that extensions beyond the initial term be subject to mutual written confirmation, with a notice period of 6 months prior to the end of the current term. This provides TU/e with the desired continuity assurance while giving Contractor the necessary commercial certainty regarding potential extensions.	Not agreed. The Contracting Authority does not consider that the proposed amendment provides the desired assurance of continuity and therefore maintains the provisions as set out in the Tendering documents.
43	2	Nvl 1 #122	Contractor understands that Article 15.6 is intended to address disputed invoices. As a compromise, Contractor proposes that the right of suspension applies only where an undisputed invoice remains unpaid after two written reminders and an additional payment period of 30 days. This limits the suspension right to evident non-payment and aligns with TU/e's intention to exclude genuinely disputed invoices from this mechanism.	The Contracting Authority confirms that the response provided in MOI 1 remains unchanged.
44	2	Nvl 1 #126	We propose two amendments: (1) penalties for P1 and P2 incidents apply only from the second occurrence within the same contract year, as a single missed recovery time does not reflect structural underperformance; (2) penalty amounts reduced to €1.500/day (max €40.000) for P1 and €500/day (max €7.500) for P2, which we consider more proportionate while remaining a meaningful deterrent: If the agreed Availability is not achieved during the stipulated period, a penalty of 10% of the recurring quarterly fees will be charged. If an Incident or Defect with priority 1 has not been resolved within the set recovery times, no penalty shall apply on the first occurrence. In the event of a second or subsequent occurrence within the same contract year, an amount of €1.500,00 will be deducted from the next invoice for each calendar day the recovery is not achieved, up to a maximum of €40.000,00. If an Incident or Defect with priority 2 has not been resolved within the set recovery times, no penalty shall apply on the first occurrence. In the event of a second or subsequent occurrence within the same contract year, an amount of €500,00 will be deducted from the next invoice for each calendar day the recovery is not achieved, up to a maximum of €7.500,00.	Not agreed. The Contracting Authority does not agree with the proposed amendments and maintains the provisions regarding penalties as set out in the Tendering Documents.
45	2	Nvl 1 #133	Contractor understands TU/e's need to use documentation broadly for continuity and transition purposes. Contractor agrees to this, provided that documentation is only shared with parties directly involved in the performance or transition of the agreement who are bound by equivalent confidentiality obligations. Contractor requests that this condition be explicitly included in the clause.	Following addition will be made to Article 7.1 ix (underlined) <i>ix) that it contains sufficient information to enable the Client or a third party to continue operating the IT solution, including the processing of Data, <u>provided that such third party is bound by appropriate confidentiality obligations.</u></i>
46	2	Nvl 1 #134	We do not fully understand how our proposed addition would limit your rights in any way. It is entirely reasonable to require that any documentation provided is subject to a confidentiality obligation and shared only on a strictly need-to-know basis within your organisation. We therefore reiterate our original request.	The Contracting Authority refers to its response to question 45 in this MOI 2. The Contracting Authority has amended the Agreement to clarify the confidentiality obligations applicable to third parties receiving Documentation. For the remainder, the Contracting Authority maintains its previous responses. No further amendment will be made.
47	2	Nvl 1 #135	We do not fully understand how our proposed addition would limit your rights in any way. It is entirely reasonable to require that any documentation provided is subject to a confidentiality obligation and shared only on a strictly need-to-know basis within your organisation. We therefore reiterate our original request.	The Contracting Authority notes that this question does not appear to relate to Question 135 or to Article 6.9 of the Agreement. Consequently, no further response can be provided in this context.
48	2	Nvl 1 #136	Contractor acknowledges the importance of an incentive for timely delivery. As a compromise, Contractor proposes linking the penalty clause to a formal escalation procedure: a written notice of default must first be issued, followed by a 10 working day cure period, before the penalty becomes applicable. This safeguards TU/e's interests while remaining workable for Contractor. Furthermore, Contractor proposes that the penalty shall be subject to a maximum of EUR 15,000 in total, regardless of the duration of the delay. Contractor requests that Article 6.9 be amended accordingly.	Not agreed. The Contracting Authority maintains the provisions as set out in the Tendering Documents.
49	2	Vraag Question 1 — Annex 3 (ESM Price Form), Section A + B; \$5.2 Award Criterion Price (G1)	Is the price under award criterion G1 calculated exclusively over the Total Sum (Section A + B), whereby the quantities stated in Section B (including 750 Agents and 26,500 End Users) serve as the fixed calculation basis for all tenderers?	Please refer to the Price Form and chapter 5 of the Request for Proposal. These documents describe the basis on which the price under award criterion G1 will be evaluated.
50	2	Question 2 — Annex 3 (ESM Price Form), Section B versus Section C; answer Ref. Nr. 9	Does the Contracting Authority confirm that volume growth up to and including the quantities stated in Section B — and more specifically up to the upper limit of the first range in Section C (for example End Users up to 29,999 and Agents up to 799) — is fully included within the fixed four-year price and does not lead to additional licence costs during the contract term?	License numbers in Section B are an indication, the Contracting Authority only pays for actually used licences. Unit prices in section B are fixed during the initial contract term. Only if the actual number of used licences is higher than indicated in Section B, the unit prices per licence as offered in Section C will apply.
51	2	Question 3 — Annex 3 (ESM Price Form), Section C; \$5.2 Award Criterion Price (G1)	Does the Contracting Authority confirm that the unit prices in Section C apply exclusively once the quantities exceed the relevant ranges, and that these prices — in accordance with \$5.2 — do not form part of the assessment under G1?	That is correct.
52	2	Question 4 — Annex 3 (ESM Price Form), alignment of Section B and Section C; answer Ref. Nr. 9	Can the Contracting Authority clarify the phrasing "all growth between the ranges" used in the answer to question Ref. Nr. 9 in relation to the column headers of Section C, in order to establish unambiguously the alignment between the fixed price (Section B) and the expansion rates (Section C)?	See Ref. nr 50
53	2	4.2.2 Technical and professional competence	We have an NDA with our customer, therefore, in line with our confidentiality obligations and privacy standards, we are unable to disclose customer names or contact details at this stage of the RFP process. If we are shortlisted for the next phase, our representatives will facilitate reference discussions in accordance with the timelines and expectations defined by Eindhoven University. Does TU/e accept deployment type and information of actual references as response without disclosing customer sensitive information in this stage?	The Tendering Authority must be able to check if the competences are met, so enough information must be provided on the Reference forms to do so. The names of your customer do not necessarily have to be stated on the Reference forms, but must be disclosed (at least orally) on request in order to enable the Contracting authority to verify the reference.

54	2	1.5 Design Principles	1. Can you specify whether data hosting within EU/EEA requires a particular country or is any EU/EEA location acceptable? 2. Are there specific reporting features required in the ESM platform?"	1. Any data hosting location within the European Economic Area (EEA) is acceptable. The Contracting Authority does not prescribe a specific country. 2. Yes. The Contracting Authority requires reporting capabilities in accordance with the requirements set out in the Request for Proposal and its Annexes.
55	2	1.6 Implementation Timeframe	1. For HRM, ESA, and LIS services currently in TOPdesk, can you provide detailed process volumes (e.g., incidents, service requests, changes) per domain? 2. What is the expected migration scope from TOPdesk (historical tickets, knowledge base, workflows)?"	1. Please refer to the answer provided in MOI1 with Ref Nr. 211. In addition, see article 1.7 of the Request for Proposal for the relevant figures for 2025. 2. Please refer to the answer provided in MOI1 under reference 61 regarding the expected migration scope from TOPdesk.
56	2	2.4 Assessment Procedure	1. For the use case demonstrations, can you clarify the scenarios and integrations expected to be showcased?	Please refer to the Request for Proposal and its annexes. These documents describe the expected use case demonstrations, including the applicable scenarios and integration requirements.
57	2	5. Foundational & Functional Requirements	1. Can you provide a detailed breakdown of mandatory ITSM processes (incident, problem, change, request, asset, knowledge, service catalog)? 2. Are there specific reporting dashboards required for tactical and strategic management beyond standard SLA/OLA reporting?	1. The Contracting Authority intends to follow standard ITIL processes. The applicable requirements are described in the Request for Proposal and its annexes. 2. Yes. The Contracting Authority requires specific reporting dashboards to support tactical and strategic management. Tenderers are expected to demonstrate how their solution can support these reporting needs in accordance with the requirements set out in the Tendering Documents.
58	2	Contracting/ legal	Mol round 1 underwrites the validity of this requirement on the contractual clauses. As the provided contractual clauses differ from our general license and services agreements we suggest the followig procedure and ask approval. If the RFP is awarded to us, we wish to work in good faith with you [TU/e] in order to establish and confirm both the scope and requirements that are relevant for complete engagement. This collaboration shall also allow us to negotiate contract terms and to find a reasonable compromise between you [TU/e] and us to ensure the requirements will be met. We offers our products and services under standard terms and conditions that we will attach to the proposal letter hoping that you accept those documents as the contractual basis for our future negotiations. Please note that we are open for negotiations and that you are invited to provide comments and reasonable modifications to those documents.	Not agreed. Please refer to the Request for Proposal and its Annexes. These documents define the scope of the procurement, the applicable requirements and the contractual framework. Tenderer must agree to the Tendering Documents.
59	2	Annex Tenderform Agreement on Tendering Documents	As provider we will respond to the tender with full transparincy. Therefore it might happen some responses are partially compliant with the requirements. As transparent provider we will respond accordingly and therefore the additional addendum can't be signed to unconditionally agree on all tender documents. The signing if this document will overrule all other previous notes and comments by the provider and therefore expose a risk. Does the client either accepted an amended version or accept a non signing of this document but still accept the proposal.	Not agreed. Please refer to the Request for Proposal and its Annexes. These documents define the scope of the procurement, the applicable requirements and the contractual framework. Tenderer must agree to the Tendering Documents.
60	2	Annex 2 - ESM Data Processing Agreement	Our solution is a SaaS based solution. For all European customers we use the exact same data processing agreement which is based on the European regulations and ncludes the standard EU-model clauses. In order to comply with regulations and remain high security standards for all customers we cannot deviate from this standard for individual customers. In the contract negotiation phase we can as per previous question negotiate contracting terms. Does the client acknowledge the benefit of a standard DPA for all European customers and therefore open to accept this?	No. The Contracting Authority's Data Processing Agreement (DPA) template is leading and will be used for this procurement. The contracting authority requires its own standard DPA to be applied and will therefore not accept the supplier's standard DPA template.
61	2	86	Can TU/e confirm that all required asset data can be extracted through the existing ESB? In other words: there is currently no need for additional discovery tooling and everything can be done with integrations instead of active scanning of the network.	No. Currently, the required asset data is not available through the existing ESB. Therefore, the Contracting Authority cannot confirm that all required asset data can be accessed through the ESB.
62	2	239	On the process harmonization: can TU/e confirm that there is 1 mandated process owner per process (ie: 1 person who is mandated to make decisions on changing the ESA process)? If not: how does TU/e want to handle getting consensus around the processes?	From the perspective of ESA, responsible process owners have been appointed for the relevant processes. For further clarification, please refer to the answer provided under reference 219 in MOI-1
63	2	240	Given that TU/e expects the selected supplier to contribute its experience and best practices regarding project governance, could you clarify whether the roles typically required based on such governance models will be available from the TU/e organization during the implementation phase? If not, are there any constraints or limitations regarding the availability of these roles that should be taken into account?	We expect the selected supplier to present an implementation plan in line with section 5.3.1. The implementation-related questions in the Request for Proposal are intended to provide tenderers with the opportunity to demonstrate their implementation expertise and proposed approach. At this stage, tenderers do not need to take any specific limitations regarding the availability of subject matter experts or other project roles into account. The exact availability and level of involvement of the relevant stakeholders will be agreed during the start of the implementation.
64	2	239	"In your request, a project team is referenced. Could you clarify whether this project team will remain involved during the implementation phase? If so, could you specify which roles or functions are currently represented within this project team?"	Please refer to the answer with Ref nr. 63.
65	2	237	Given that TU/e expects the selected supplier to contribute experience and best practices regarding program governance, overall governance structure, stakeholder management, and change management, could you provide insight into how these are currently organized within TU/e? This would help in understanding the current baseline and identifying areas where alignment or further development may be required during the implementation phase.	Please refer to the answer with Ref nr. 63.
66	2	236	As this will also be an organizational improvement initiative, in case adjustments to the governance structure are recommended based on our experience (e.g. adding roles or redefining responsibilities), could you clarify whether such changes are possible within the TU/e organization during the implementation phase?	Please refer to the answer with Ref nr. 63. At the start of the project, the implementation plan will be reviewed jointly and refined where necessary. Where justified to support the successful implementation of the project, adjustments to the governance structure and roles may be agreed upon by the parties.
67	2	235	"Can you share the results of the PCT and change risk assessment? If not, could you provide high-level insights into the main change risks, impact areas, or adoption challenges that should be taken into account in the implementation plan?"	The results of the PCT and change risk assessments will not be shared as part of this Tender. These assessments are dynamic and continue to evolve throughout the programme. Tenderers are invited to demonstrate their experience by describing the key change risks, stakeholder impacts, and adoption challenges they would typically expect in a university ESM implementation, and how these would be addressed within their proposed implementation approach.
68	2	233	Given that the level of involvement will be determined during the project initiation phase, could you clarify whether any limitations or assumptions regarding the availability of key users and subject matter experts should already be taken into account in the implementation plan?	Please refer to the answer with Ref nr. 63.
69	2	232	"Is it correct to assume that representatives from the primary service domains (HRM, ESA, and LIS) who were involved in shaping the initiative (as referenced in question 225) will also hold the decision-making mandate during the implementation phase, particularly for decisions affecting multiple service domains? If these representatives are not accountable, could you provide us with insights which role(s) within TU/e would be most suitable to take this responsibility?"	Yes. The representatives from the primary service domains (HRM, ESA, and LIS) who have been involved in shaping the initiative will be among the decision-makers during the implementation phase.
70	2	231	Is it correct to assume that representatives from the primary service domains (HRM, ESA, and LIS) who were involved in shaping the initiative (as referenced in question 225) will also hold the decision-making mandate during the implementation phase for their specific service domain?	Please refer to the answer with Ref nr. 69.
71	2	262	Our software partner indicates that all licenses have to be purchased at the start of the implementation. Is TU/e willing to accept this under your previous answer: "Any licenses required solely for implementation should be included in the implementation pricing"? If not: how does TU/e expect these costs to be handled?	Please refer to the Price Form, row 12. The pricing of any licences required for implementation should be included in accordance with the instructions provided. During the implementation phase, the agents will not yet be using the production system. Therefore, charging operational agent licence fees during this period would not be considered acceptable. Any licences required solely to support the implementation should be priced in accordance with the Price Form and can be included under Additional costs, row 42.
72	2	182	Can TU/e confirm that it is willing to purchase additional licenses (against the costs indicated in section "C - License expansion") if the volumes as indicated in section B (recurring costs) go up?	The Contracting Authority confirms that the response provided about this topic in MOI 1 remain unchanged. Only licenses that are actually in use will be paid for.

73	2	244	From a contractual standpoing there will be a contractual relationship between tenderer and TU/e, but as TU/e indicates they want standard software. Standard software comes with standard terms (similar to the software already used by TU/e). Without an acceptance on the EULA (which is a legal document between TU/e and the party who owns the platform) it will be impossible for tenderer to continue. Is TU/e aware that by not signing an EULA they might end up with an undesirable outcome of this RFP?	The Contracting Authority confirms that it intends to conclude one agreement with one Contractor only. The Contractor remains fully responsible for the complete performance of the Agreement, including any third-party software and licenses required for the Services. A third-party End User License Agreement (EULA) may be submitted as part of the Contractor's Tender. Where the EULA forms part of the Contractor's Tender, it shall also form part of the Contract Documents. In such event, the order of precedence set out in Article 3.2 of the Agreement shall apply. Consequently, in the event of any inconsistency or conflict, the Agreement and the other higher-ranking documents shall prevail over the EULA. The EULA shall not amend, limit or override the Contractor's obligations or the Client's rights under the Agreement. The EULA shall solely govern the end-user licence terms applicable to the use of the standard software and shall not affect, amend or limit the provisions of this Agreement relating to, among others, liability, indemnities, data protection, information security, audit rights, termination, service levels or any other contractual obligations of the Contractor. It remains the Contractor's responsibility to ensure that any third-party software can be provided under these conditions. The Agreement is amended accordingly. Article 3.2(v) is replaced by the following: Proposal / Offer by Contractor (Annex 2), including an End User Licence Agreement (EULA), if applicable.
74	2	180	Can you indicate for what purposes the Atlassian integration will be leveraged?	Please refer to the answer with Ref Nr. 112.
75	2	180	Can you indicate if all these systems support SOAP/REST integrations? If not: which integration options do these platforms have?	The Contracting Authority does not prescribe or guarantee the integration capabilities of the individual systems. The intended operating model is middleware-mediated. The IT solution is expected to publish events and expose APIs towards endpoints provided by TU/e's integration platform. Direct integrations with individual consuming systems are only considered where the IT Solution provides mature, standard integration capabilities and both parties agree that such an approach is preferable.
76	2	203	In our experience process design can take quite some time in the academic world. It is for tenderer unknown to which extent TU/e wants to customize various processes. Is TU/e willing to accept a certain "timeboxed amount of hours" per main process for process alignment into the fixed price (ie: the amount of effort from tenderer will be maximized in the fixed price offer)? If not: how does TU/e wants tenderer to handle process harmonization and variations?	Not agreed. The Request for Proposal and its Annexes provide a detailed description of the objectives to be achieved, together with the applicable requirements and desirable features. The implementation plan may include a proposal for the approach to process harmonisation. At the start of the project the implementation plan will be reviewed jointly and refined where necessary.
77	2	252	In your response, you ask which article number the question relates to. The proposal relates to an additional provision and therefore not to an article in the Draft Agreement. Do you agree to add this additional provision?	No. The Contracting Authority does not agree to add the proposed additional provision. The proposed provision is insufficiently specific, as it is not clear which information or obligations it is intended to cover.
78	2	249	Unfortunately, the references to the article numbers have been omitted. Question 249 relates to Article 23.1 of the Draft Agreement. Can you agree with our proposal?	The Contracting Authority assumes that this question relates to Article 24.1, not Article 23.1. Article 23.1 concerns the procedure to be followed by the contractor when approached by government bodies or third parties with requests for access to data, which is not relevant to the transfer of rights and obligations under the agreement. To the extent the contractor is requesting that any transfer of rights or obligations by the client requires the contractor's prior written consent: the contracting authority is not prepared to agree to this. The client is a public body and any reorganisation, transfer or succession is governed by applicable public law. This question does not give rise to any amendment.
79	2	247	You have indicated that you do not agree to the disapplication of Article 19.4 of the Draft Concept. Are you prepared to bring the indemnification under the limitation of liability of article 19.2 of the Draft Agreement?	Not agreed. The Contracting Authority maintains the provisions as set out in the Tendering Documents.
80	2	FU question 151 & 244	"It follows from your answer that you cannot yet give a general confirmation as to whether TU Eindhoven is willing to accept an EULA. In answer to question 244, you indicate that you do not agree with an EULA, because the Contractor is responsible for the entire service. These are two different answers. Article 17.1 and Article 17.2 of the Draft Agreement ignore the reality that the use of (standard) software of third-party rights holders requires acceptance of the standard terms and conditions applicable to this software (EULA). The Contractor is not the rightful owner of this software and can therefore not exclude the applicability of these standard terms and conditions of use. Use requires acceptance. Can you provide more clarity on your different answers and indicate whether you are willing to accept the EULA?"	Please refer to the answer with Ref nr. 73.
81	2	Nvl 1 vraag 152	In response to Question 152, TU/e indicated that tenderers may ask specific questions and/or make suggestions regarding the Concept Agreement and the applicable terms and conditions. In order to formulate such specific clause- and article-level questions and suggestions, additional legal analysis is required. Given the limited time available between the publication of the first Memorandum of Information and the deadline for submitting questions for the second round, it may not be feasible for all tenderers to adequately prepare these detailed contractual questions and suggestions. Would TU/e therefore be willing to facilitate a third Memorandum of Information, allowing tenderers sufficient time to submit additional specific questions and suggestions regarding the Concept Agreement and applicable terms and conditions?	The Contracting Authority does not agree with this request. The Tendering Documents have been available on the tender platform since early June, which in the opinion of the Tendering Authority provided tenderers with sufficient time to review the documentation and prepare their questions.
82	2	Nvl 1 vraag 151	Wij hebben een vervolgvraag ten aanzien van de gehanteerde wijze van contracteren en de implicaties daarvan voor inschrijvers die gebruikmaken van een SaaS-oplossing. Onze voorgenomen inschrijving is gebaseerd op een SaaS-oplossing van een derde leverancier, die geleverd wordt onder een End User License Agreement (EULA) met bijbehorende standaardvoorwaarden. Deze EULA vormt een integraal onderdeel van de levering en is niet onderhandelbaar. In de aanbestedingsdocumenten wordt aangegeven dat aanvullende voorwaarden kunnen worden toegevoegd. Voor ons is het echter juridisch en praktisch niet mogelijk om de SaaS-voorwaarden als aanvullende voorwaarden op te nemen indien deze strijdig (kunnen) zijn met de door u voorgeschreven contractvoorwaarden. Dit zou leiden tot onduidelijkheid en mogelijke conflicten tussen de voorwaarden, hetgeen wij niet kunnen accepteren. Wij verzoeken u daarom om te verduidelijken: Op welke wijze de aanbestedende dienst omgaat met SaaS-dienstverlening die wordt geleverd onder een EULA van een derde partij. Of de aanbestedende dienst bereid is om een afwijkings- dan wel prioriteitsregeling op te nemen teneinde conflicten tussen de EULA en de contractvoorwaarden te voorkomen. Wij wijzen erop dat zonder een dergelijke verduidelijking of regeling het voor ons niet mogelijk is om een conforme en juridisch houdbare inschrijving te doen.	Please refer to the answer with Ref nr. 73.
83	2	Annex 3 - ESM Price form	Can TU/e specify more what the actual HR processes are and what should be supported by the solution? Right now we read that employees only should raise a ticket for an incident/request and that more complex processes like onboarding/offboarding, development are not part of the scope? If broader functionality is needed we have the following request. The module we are offering for HRM are based on the number of employees. However, we can not specify this in the pricing format. If we follow the pricing sheet, we can give a price for all end users, but this is not reflective for the actual prices. Can we specify the license sheet for end users in the pricing sheet, with at least separate license for employees of TU/e? Can Tu/E confirm this is allowed and adjust the pricing sheet accordingly?	Tenderers may specify licences for separate modules under the system usage section of the Price Form (line 62 onwards) where applicable.

84	2	Annex 3 - ESM Price form	In the pricing Sheet TU/e request a single type agent price. However, most licensing modules work with licenses per function. In order to give TU/e a pricing that is explainable and comparable, we want an adjustment in the pricing sheet where we can offer the agent pricing per department (LIS, ESA, HRM). Can TU/e confirm this is allowed and adjust the pricing sheet?	It is not allowed to amend the Price Form. Tenderers may use row 72 (Additional costs) of the Price Form to specify any separate costs relating to different categories of agent licences, where applicable.
85	2	Q1 – Annex 3, Section B, line “CMDB and Asset”	How many of the mentioned 100.000 assets are IT assets (defined as being discoverable, i.e having an IP-address)? This distinction is relevant as some vendors have the number of IT assets as a parameter in their licensing model, while not charging for non-IT assets.	Please refer to the answer with Ref nr. 28. In addition, not all assets have ip-addresses.
86	2	Q2 – RFP, Tenderer vs Vendor: throughout the RFP and its Annexes, the term “Tenderer” is often used	This obviously refers to the main bidder. For many parties in this market, the main bidder/contractor is typically a local reseller partner of a major foreign vendor (subcontractor). In similar tenders in the Netherlands, we found that it is acceptable for requirements such as ISO 14001 to be applicable to such subcontractors, and not to the local reseller. Is this the case in this tender as well? If not, would the Consortium model, in which the vendor’s compliance is proven and the local partner’s is not, be suitable?	The term Tenderer refers indeed to the main bidder. It is acceptable that only a subcontractor is certified in accordance with the RFP, as long as this subcontractor actually supplies the IT-Solution. A consortium model is also acceptable as long as the partner who actually supplies the IT-Solution is certified in accordance with the RFP.
87	2	Q3 – Annex 3, Price form, e.g. row 49	What does TU/e require to be filled in in the columns under Year 1 through 4? The annual fee, i.e. 12x the content of column E, assuming zero price indexation (notwithstanding the fact that Contractor has the right to price indexation)? And what does TU/e require to be filled in in the columns Years 1 through 4 in rows 79 through 96?	The Contracting Authority provided a new Price Form on TenderNed (20260709 Annex 3 - ESM Price Form v3). Furthermore, in accordance with Article 14.3 of the agreement, annual indexation is permitted after the initial contract term. Tenderers are required to specify the actual costs applicable for years 1 through 4 in the Price Form.
88	2	Q4 – Annex 3, Price form, cell J75	optional items, such as initially out-of-scope modules/integrations and hourly rates for additional work, are not included in selection criterium G1. How does TU/e protect itself against Tenderers offering excessive prices for such items, including but not limited to cells J100-J108?	The Request for Proposal and Price Form clearly state what is included in the Total Sum Section A+B and thus import for G1 Price.
89	2	Q5 – Annex 5, Requirements	It seems to us that TU/e does not allow or require Tenderers to provide any comment to the “Compliant? Yes/No” response, for example: proof of the compliance, or how compliance is achieved. Is this indeed the case?	Tenderers must confirm their acceptance of the tender requirements by signing and submitting the Annex Tenderform Agreement on Tendering Documents. No comments must be included, but the Tendering Authority has the right to verify.
90	2	Q6 – Annex 5, REQ-3	Our solution works in a different way: it supports users with multiple roles (for example: a student who is also a part-time staff member) to see everything in the portal related to both roles at same time, without the need to first select a single role. We believe that this is more user friendly. Does TU/e accept this as a way to comply to this requirement?	The Contracting Authority is open to different solution approaches, provided that they meet the objectives and requirements set out in the Tendering Documents. We encourage Tenderers to describe and demonstrate the available options and user experience provided by their solution.
91	2	Service Portal	Do you require a single unified portal (with different visibility/access per user type only) or multiple portals (e.g. students, staff, external)?	The Contracting Authority is open to different solution approaches, provided that they meet the objectives and requirements set out in the Tendering Documents. We encourage tenderers to describe the available options and user experience provided by their solution.
92	2	LIS/HRM/ESA Service Maturity	How mature do you consider your current operating model and processes in each stream (LIS, HR and ESA)?	The Contracting Authority does not wish to assign a maturity level to the current operating model and processes at this stage. The assessment of process maturity and the appropriate measurement approach will be discussed jointly with the selected contractor, taking into account the proposed implementation approach and best practices.
93	2	Crucial HRM Processes	Can you describe the end-to-end lifecycle of the most critical HR service journeys (e.g. onboarding, offboarding, contract changes, employee mobility), including involved systems (e.g. AFAS, IAM), approval paths, data sensitivity constraints, and the current level of automation (e.g. Notifications only, task orchestration, or full Joiner-Mover-Leaver automation) versus manual handling?	The requested level of detail goes beyond the information required to clarify the Tendering Documents. Tenderers are requested to base their proposals on the information provided in the Request for Proposal.
94	2	Crucial ESA Processes	What are the most business-critical ESA service chains (e.g. enrolment, admissions, student lifecycle support, case handling), and how are they currently structured across systems like Osiris, including dependencies, volume peaks, and user experience challenges for students and external users?	The Contracting Authority considers this question to be unclear in the context of the current tender. All ESA service processes are considered equally important, and the contracting authority does not distinguish specific ESA service chains as being more business-critical than others. Furthermore, the importance of TU/e's services is not limited to ESA alone, but also includes other domains such as Library & Information Services (LIS) and Human Resources (HR). If this question relates to the demonstration, the contractor may use the Admissions and Enrolment process as described in Annex 7 “Use Cases”, Use Case #2.
95	2	Crucial LIS Processes	Which LIS services generate the highest operational load (e.g. incidents, service requests, asset-related queries), and how are they currently managed across ticketing, asset management, and knowledge, including integration points, standardization levels, and backlog/volume distribution?	The information requested is not required for the preparation of a tender and will not be provided as part of this Tendering procedure.
96	2	Number of users with "approver" privileges	Could you please provide an indicative number of users requiring "approver" role/privileges in the system?	Please refer to the Price Form for the indicative numbers relevant to this Tendering Procedure.
97	2	CMDB / Asset classes and dependencies	Please confirm the target CMDB / asset scope for wave 1: which asset classes, CI classes, software records, rooms/locations, services, and relationships must exist at go-live. Specifically, please indicate whether the minimum required model includes relationships such as: - asset/CI to location (e.g. room/building), - asset/CI to user / owner / custodian, - asset/CI to service / service offering, - dependency relationships between CIs (for example application ↔ server, software ↔ device, parent/child, hosted-on, connected-to), - asset/CI to ticket / request / change, - and any other relationship types that will be considered mandatory for acceptance at Turnkey Delivery. In addition, please confirm which of these relationship types must be migrated from the current environment versus created or enriched during implementation.	Please refer to the answer with Ref nr. 28.
98	2	Guest/external user authentication	How should guest/external users be authenticated and onboarded in practice? Please confirm preferred model: self-registration, invitation-based access, federated identity, one-time secure links, or another approach.	The Contracting Authority does not prescribe a specific authentication or onboarding model for guest or external users. The proposed solution must provide a secure, auditable and user-friendly method for guest users to access, manage and track their requests through the portal. Tenderers may propose the approach they consider most appropriate.
99	2	AI capability prioritization	Which AI capabilities are required at go-live vs acceptable within the 2-year roadmap window? Please prioritize items such as AI summaries, suggested responses, AI search, virtual agent, external LLM integration, attachment understanding, forecasting, and process mining.	The Contracting Authority expects tenderers to present AI capabilities that can be used from the start and a roadmap describing the planned introduction of AI capabilities within their solution. This roadmap should be supported by a clear rationale demonstrating where AI is expected to deliver the greatest value and contribute most effectively to the business objectives. In general, we consider process mining and virtual agent capabilities to be a strong starting point.
100	2	Functional Desirables	DES-37 references automated communication workflows for major incidents. Could TU/e clarify which roles are authorised to declare/lift major incident status, and which communication channels (portal banner, email, Teams, status page) you would like to be triggered automatically	The major incident process defines the applicable workflow, including the roles and responsibilities for declaring and closing a major incident. The Contracting Authority invites tenderers to demonstrate the communication capabilities offered by their solution, including the available communication channels and how these can be used to support automated communication during major incidents.
101	2	Functional Desirables	For DES-37, is the expectation limited to flagging a ticket as a major incident and triggering notifications, or is TU/e also looking for automated alert correlation and noise reduction (e.g. grouping related alerts into a single incident) as part of this capability	The Contracting Authority is interested in the automation capabilities offered by the proposed solution to enhance and improve the major incident process. Tenderers are invited to describe the functionality available within their solution that contribute to a more effective and efficient major incident process.
102	2	Functional Desirables	Following resolution of a major incident, does TU/e have a defined postmortem or retrospective process today, and would AI-assisted drafting of postmortem reports (based on the incident timeline and actions taken) be of interest as part of this capability?	Please refer to Ref Nr. 101

103	2	ServiceNow platform familiarity	Have you previously used, evaluated, or explored ServiceNow for addressing similar business needs?	The Contracting Authority does not consider this question to be relevant to the current Tendering Procedure. The purpose of this Request for Proposal is to identify the solution and contractor that best meet the requirements and objectives set out in the Tendering Documents.
104	2	MVP acceptance criteria for Turnkey Delivery	What should be considered “ready” for Turnkey Delivery - for example, should we assume that all key processes (HRM, ESA, LIS), integrations, data migration, documentation, and training need to be completed, or can some elements be finalized after go-live?	Please refer to the Request for Proposal and its annexes. We expect the selected supplier to present an implementation plan in line with section 5.3.1. The implementation-related questions in the Request for Proposal are intended to provide tenderers with the opportunity to demonstrate their implementation expertise and proposed approach.
105		Programme of Requirements	The document uses the term ‘Programme of Requirements’. We would like confirmation as to whether this term refers to the requirements set out in Annex 5 and Annex 6, or whether it refers to a separate requirements document that goes beyond these.	All requirements are included in the set of Tendering Documents. The term Programme of requirements refers to Annex 5.
106		Scope of the ESM Services	Within the scope of the tender, the project concerns the introduction of the business domains HRM Services, ESA Services and LIS Services. To enable us to draw up a robust and targeted proposal, we would ask you to specify which specific use cases are to be supported by the aforementioned services. If a detailed description of the use cases is already available (e.g. in a separate appendix or concept document), please provide a link to it or make it available to us.	Please refer to the Request for Proposal and its Annexes. We expect the selected supplier to present an implementation plan in line with section 5.3.1. The implementation-related questions in the request for proposal are intended to provide tenderers with the opportunity to demonstrate their implementation expertise and proposed approach. The Contracting Authority has intentionally not prescribed a detailed set of use cases for the services in scope. The selected supplier is expected to leverage its expertise and best practices to support the analysis and design activities during the implementation phase, where the detailed processes and use cases will be further defined and refined together with the Contracting Authority.
107		Interfaces	Please confirm whether the systems listed in the tender documents (OSIRIS, Facilitator, AFAS, Databricks, Unit4, Jira) constitute the complete list of interfaces to be implemented as part of the project, or whether further interfaces are planned.	See MOI-1 ref 180. In addition the intended operating model is middleware-mediated. The contractor is expected to deliver the ESM-side APIs, event interfaces and any mature, standard integrations natively supported by the IT solution. TU/e’s in-house middleware team is responsible for implementing and maintaining the integrations with the consuming systems. Additional interfaces may be implemented in the future as new integration requirements arise.
108		Use Case per interfase	In order to provide an accurate and reliable quotation, please could you specify how many use cases are to be mapped per interface, or the number of integration or use cases to be taken as a basis for each system.	Please refer to Ref Nr. 106
109		Licensing	We noticed that the pricing sheet currently only includes Named User licenses. Based on our experience in comparable projects, a combination of Named Users and Concurrent Users often proves to be more cost-efficient and flexible, depending on actual usage patterns. Could you please clarify whether a mixed licensing model (Named + Concurrent Users) is permissible in this tender? If so, we kindly ask you to provide the corresponding pricing structure or guidance on how to reflect this in the pricing sheet.	Please refer to Ref Nr. 15
110		RFP ESM PIRequest for ESM Platform	TU/e’s ESM vision references the ambition to extend service management beyond HRM, ESA, and LIS to other support departments. Could TU/e share few other departments are most likely to join the platform in a second implementation phase, and what criteria TU/e will use to determine readiness for expansion? This will help us reflect future scalability in our proposed platform architecture.	The scope of any future implementation phases has not yet been determined. Decisions regarding expansion beyond the initial departments will depend on the successful completion of phase 1. Tenderers are encouraged to demonstrate how their proposed architecture and operating model support a scalable, phased rollout within an university environment.
111		Moi Ref Nr 29	In most university vertical, guest and external users (prospective students, visitors, suppliers) typically interact via email rather than logging into a dedicated portal, since they have no institutional identity to authenticate against. However, TU/e has identified improving self-service for guest users and increasing standardisation as explicit objectives for this programme (Moi Ref. Nr. 29), and Annex 5 establishes portal-based interaction, rather than email alone as a requirement for guest users. Given this, could TU/e clarify the intended portal architecture for guest users specifically: Does TU/e envisage a single unified self-service portal where TU/e users (employees and students) and external guest users share the same entry point with role-based content and access control, or does TU/e expect a separate, simplified guest-facing portal distinct from the primary employee/student portal for example, to keep the guest experience lightweight and avoid exposing internal only services and knowledge articles to external users? To help us design a realistic and effective guest self-service experience, could TU/e also share indicative adoption metrics from the current TOPdesk environment specifically for guest/external interactions for example, what proportion of guest-originated requests are currently raised via email versus phone versus the self-service portal (if guest portal access exists today)? This baseline will allow us to propose realistic adoption targets and a credible digital engagement strategy for guest users in the new platform, rather than assuming portal-first behaviour that may not reflect TU/e’s current guest population.	As stated in the previous memorandum of information, the Contracting Authority is open to alternative approaches and encourages tenderers to describe the available options and the user experience supported by their proposed solution. The final approach to the guest user portal architecture will be determined jointly with the selected contractor during the implementation phase, taking into account the capabilities of the solution and the available implementation options.
112		Moi Ref 180/181	The Moi confirms Databricks, OSIRIS, and Facilitator as required integrations (Moi Ref. Nr. 180/181), with TU/e’s middleware team owning connection delivery and the ESM platform exposing APIs. This clarifies the mechanism but not the purpose and the right technical design differs by system. Could TU/e clarify, for each: Databricks: Is the primary use case exporting ESM data to Databricks for analytics/AI training, importing predictive insights or enriched user context back into the ESM platform, or bidirectional? : Is this primarily a real-time identity/enrolment lookup (e.g. confirming student status to drive service catalogue eligibility) or a broader scheduled sync into the ESM CMDB/user directory or both? Facilitator: Should facility and room asset data sync into the ESM CMDB (e.g. linking AV equipment to ESA requests), should ESM-originated requests push into Facilitator for execution, or both? Which system is intended as the source of truth for facility assets?	The detailed data flows and integration design will be further defined during the implementation phase. Tenderers should assume that the ESM platform must be capable of both consuming and exposing relevant information through standard integrations where required. The system in which the data is created and maintained remains leading for that data.
113		Moi Ref Nr 229	TU/e has confirmed a Service Designer sits within the internal ESM product team (Moi Ref. Nr. 229). Could TU/e clarify this role’s mandate: will the Service Designer lead process redesign with the supplier in a supporting capacity, or is the supplier expected to lead design with the Service Designer reviewing and approving? This shapes how we structure our implementation team and work stream ownership.	The Contracting Authority intends to work closely with the selected contractor in the design of services and processes. The contractor is expected to contribute relevant expertise and lessons learned from comparable implementations. TU/e will retain ownership of the service design and final decision-making. Tenderers should therefore assume a collaborative approach, rather than a strictly customer-led or supplier-led model.
114		Moi Ref Nr 161	The indicative agent distribution references roughly 85 student assistants within LIS and 25 within ESA as supplementary agents (Moi Ref. Nr. 161). Could TU/e describe their typical tasks, first-line ticket resolution, data entry, knowledge base maintenance, physical asset checks, or other activities? If LIS student assistants function as technicians, they would effectively operate as a floating resource pool rather than fixed individual assignees. How does TU/e expect this pool to be managed are shifts assigned to named individuals, or is the role treated as a shared/concurrent resource where any available student assistant can pick up queued work? This distinction directly affects whether a named-user or concurrent-licence model is appropriate for this group.	In a particular period of the year with the higher workload there are floating number of agents for ESA who can work part-time. From LIS perspective The student assistants (SAs) at LIS Services act as an extension of the Service Desk/Hubs/WPD and therefore require the same basic functionalities as staff members. Not all 85 SAs will be working at the same time. Service Desk = ~5 FTE (Student Desk 3 FTE, Staff Desk 1 FTE, Project Group 1 FTE) WPD = ~4 FTE (Repro Shop 1 FTE, Logistics 1–3 FTE) Hubs = ~7 FTE. TU/e is flexible in this regard. We are open for different approach to see in demo.
115		Moi Ref Nr 148	TU/e uses SURFconext for authentication (Moi Ref. Nr. 148). For the ~5,000 guest users (prospective students, visitors, suppliers), could TU/e confirm whether guest authentication is expected via SURFconext’s guest IdP facility, or through a platform-native guest access mechanism instead? Additionally, which user attributes from SURFconext must be passed to the ESM platform at login to support role-based access and personalisation?	Guest authentication is not handled through SURFconext. Please also refer to Ref Nr. 98
116		RFP ESM PIRequest for ESM Platform	As TU/e currently uses TOPdesk, data migration is expected as part of project deliverables. Could TU/e confirm: how many years of historical data should be migrated; which request statuses are in scope (open, pending, closed, or all); and which modules require migration Incidents, Service Requests, Problems, Changes, Assets, CMDB, Knowledge Base, and related records? This scoping is essential to size the migration effort accurately in our implementation plan and pricing.	Please refer to the answer provided in MOI1 with Ref Nr. 61.

117	RFP ESM PIRequest for ESM Platform	Universities typically manage major incidents and service disruptions through multiple parallel channels, Teams announcements, broadcast notifications, wider stakeholder groups, and so on. Is a formal Major Incident Management process currently in place at TU/e? If so, how is it managed today, and what tools or communication channels are used to notify stakeholders and end users about major incidents, service disruptions, or planned/unplanned downtime? Understanding the current approach will help us design a major incident workflow that fits naturally into TU/e's existing communication culture rather than introducing a parallel process.	Please refer to Ref Nr. 101
118	RFP ESM PIRequest for ESM Platform	How is TU/e currently managing the Asset/CMDB database, natively within TOPdesk, or through other discovery and endpoint management tools such as Microsoft Intune, SCCM/MECM, or similar? Understanding the current source of truth will determine whether our proposed solution should focus on native asset discovery or data synchronisation from existing systems.	The Contracting Authority currently maintains asset and CMDB data through a combination of TOPdesk and integrations with other management platforms. Asset information is sourced from multiple systems, including endpoint management and operational management tools, and subsequently managed within the existing service management landscape. We do not currently utilize a dedicated automated discovery solution for infrastructure and configuration items. As a result, asset and configuration data is maintained through a combination of system integrations, administrative processes, and manual updates where required. Given this mixed approach, the contracting authority is open to proposals that leverage either native asset discovery capabilities, data synchronization from authoritative source systems, or a combination thereof. The final approach will be determined in consultation with the selected supplier during the implementation phase.
119	RFP ESM PIRequest for ESM Platform	The RFP references integrations with OSIRIS, Entra ID, Unit4, Microsoft 365, Databricks, Atlassian, AFAS and others. Could TU/e confirm whether all of these integrations apply across LIS, HRM, and ESA equally, or whether specific integrations are department specific? If the latter, could TU/e provide a mapping of required integrations by department, along with any additional department specific integration needs?	The systems referred to are TU/e-wide systems that are used across the various departments and service domains. Consequently, the required integrations are not specific to individual departments such as LIS, HRM, or ESA, but support the organisation as a whole.
120	Question 154 – Annex 1 C18.3	You state that the Agreement may be unilaterally extended by the Customer after the initial term under the same conditions. Can the Customer confirm that the Agreement may be extended provided that the relevant SaaS solution continues to be supported by the Supplier and has not been designated as End-of-Life (EOL) or End-of-Support (EOS)? Explanation: The Supplier can agree to extensions of the Agreement, provided that the offered product has not been designated as EOL/EOS during the applicable extension period.	The Contracting Authority can confirm that the agreement may be extended provided that the relevant SaaS solution continues to be supported by the supplier and has not been designated as End-of-Life (EOL) or End-of-Support (EOS).
121	Subject: Memorandum of Information 1 - Ref. Nr. 118, Annex 1 - ESM Agreement, Annex 2 - ESM Data Processing Agreement	The TU/e has stated that it cannot agree to a fixed liability cap for claims relating to personal data processing. We accept that claims arising from personal data processing should be subject to enhanced liability protections. However, unlimited liability creates an unquantifiable financial risk that cannot be reasonably assessed, managed, insured, or approved within standard corporate governance frameworks. Would the TU/e be willing to consider an enhanced liability cap ("super cap") linked to the contract value (for example, a multiple of contract fees), rather than unlimited liability? This approach would provide substantial customer protection while maintaining a commercially sustainable allocation of risk between the parties ? If not, please confirm that the TU/e's requirement is for fully uncapped liability in all such circumstances.	The Contracting Authority prefers to maintain the liability provisions as set out in the agreement and the Data Processing Agreement (DPA). The proposed amendment is therefore not agreed.
122	Subject: Annex 1 - ESM Agreement, Ann	Several provisions within the TU/e's proposed agreement, including unlimited liability for personal data-related claims and other risk allocation provisions, differ materially from standard ICT contracting practices. Given that this procurement is conducted under the Dutch Public Procurement Act 2012, would the TU/e consider contracting under a recognised Dutch public-sector ICT purchasing framework, such as the ARBIT-2022, in lieu of the proposed agreement?	The Contracting Authority prefers to maintain the liability provisions as set out in the agreement and the Data Processing Agreement (DPA). The proposed amendment is therefore not agreed.
123	Subject: Memorandum of Information 1	The TU/e state that the agreement may be unilaterally extended by the TU/e after the initial term under the same conditions. Can the TU/e confirm that the agreement may only be extended provided that the relevant SaaS solution continues to be supported by the supplier and has not been designated as End-of-Life (EOL) or End-of-Support (EOS)?	Please refer to the answer with Ref nr. 120
124	ANNEX 5 - FOU-60	The requirement refers to avoiding interference between integrations. Can the customer confirm whether logical separation of API traffic (e.g. per credential/session) is considered sufficient to meet this requirement, or whether strict, reserved API capacity per interface is required?	The Contracting Authority confirms that logical separation of API traffic by account or credential set, ensuring that throttling on one interface does not adversely affect another, is sufficient to meet this requirement. Reserved or dedicated API capacity for each individual interface is not required.
125	ANNEX 5 - FOU-60	In relation to API scalability, can the customer clarify whether API consumption is expected to be managed and optimized at integration level (e.g. batching, event-driven patterns, iPaaS orchestration), or whether the platform must independently guarantee capacity isolation for each interface?	The goal of this requirement is to ensure that interfaces do not negatively affect each other when throttling is applied. This can be achieved by applying throttling per account or credential set, provided that separate credentials can be used for different interfaces. The Contracting Authority does not require additional internal capacity isolation mechanisms beyond this. TU/e's integration platform monitors HTTP 429 (Too Many Requests) responses and handles them using standard resilience patterns in accordance with established industry practices, such as retry mechanisms with exponential back-off as defined in RFC 6585.
126	ANNEX 5 - FOU-60	How does the customer intend to validate and monitor non-interference between integrations in practice, particularly in a shared SaaS environment with multiple concurrent integrations?	Compliance with this requirement will be validated during implementation and testing by verifying that throttling is applied per account/credential set and that concurrent activity on one integration does not adversely affect other integrations using separate credentials. During operation, TU/e monitors HTTP 429 responses through its integration platform and applies standard resilience patterns where appropriate.
127	ANNEX 5 - FOU-61	Can the customer clarify whether strict URL-based API versioning is required, or whether versioning approaches focused on backward compatibility and avoiding parallel endpoint duplication are considered acceptable?	The goal of this requirement is that API versions can coexist, allowing TU/e sufficient time to adopt new versions without breaking existing integrations. Path-based versioning, as described in FOU-61, is the preferred approach. Alternative versioning mechanisms may be considered, provided they offer equivalent version isolation and support parallel availability of API versions during migration.
128	ANNEX 5 - FOU-61	How does the customer intend to manage lifecycle and deprecation of multiple parallel API versions in case of URL-based versioning?	The goal is to adopt new API versions as soon as reasonably possible after they have been announced. TU/e requires sufficient lead time to analyse, implement and test the necessary changes before migrating to a new API version. API version lifecycle and deprecation should be managed by mutual agreement, with the contractor taking the lead in communicating new versions, deprecation timelines and any breaking changes in a timely manner.
129	ANNEX 5 - FOU-62.	Can the customer confirm whether strict parallel versioning is part of a mandatory architecture standard, or whether equivalent guarantees for integration continuity and transition are sufficient?	If versioning of interfaces is not possible, equivalent warranties will be assessed as a guarantee for the continuity of connections.
130	ANNEX 5 - FOU-102	Can the customer clarify whether English-only support is acceptable for administrative functions where users are expected to have technical proficiency?	Please refer to the answer provided in MOI1 with Ref Nr. 16.
131	Licensing	The Discovery solution proposed by the Bidder is licensed based on the number of discovered physical and virtual servers rather than the number of discovered total assets.To enable an accurate licensing and commercial calculation, could the Contracting Authority please provide an estimate of the number of physical servers and virtual servers that are expected to be included within the scope of the Discovery solution?	For the purpose of this Tendering procedure, the Contracting Authority accepts the use of ranges, similar to those used in the Price Form, where exact numbers cannot be provided. Tenderers should base their pricing on these indicative ranges.
132	Agreement/RFP/Proposal gelten zusam	Could the Contracting Authority please confirm whether the Contractor may explicitly state deviations from Annex 1 in its proposal, and whether such deviations, if accepted, will prevail over conflicting provisions in the draft Agreement and RFP documents?	Not agreed. The Tenderer must accept the Tendering Documents.
133	ESM IT-Solution inkl. Implementation, I	Could the Contracting Authority clarify whether the requested scope distinguishes between the standard SaaS operation of the ESM platform and additional professional services such as implementation, migration, training, customisation and integration work	Please refer to the answer with Ref nr. 76

134	Acceptance Test, Testplan, Client Appr	Could the Contracting Authority clarify the expected acceptance procedure, including acceptance criteria, test scope, responsibilities, timelines and the extent to which penetration testing is required prior to acceptance?	The acceptance procedure is set out in the ESM agreement (Annex 1) article 6, read together with the definitions in article 1 and the requirements in Annex 5. Acceptance is assessed against the agreed acceptance criteria (Art. 1.2). As set out in the answer to Ref. Nr. 60 (Mol 1), these detailed criteria are established together with the selected supplier during the implementation phase. The test scope follows from the approved test plan and the requirements in Annex 5. With regard to penetration testing, the revised approach set out in question 171 (Mol 1) applies. The Contractor should perform penetration testing by an independent qualified third party and, on request and under appropriate confidentiality, provide the Contracting Authority with the executive summary and remediation status (Annex 5, FOU-90). Penetration testing forms part of the acceptance procedure, and the contracting authority may require the contractor to provide a current executive summary and remediation status, and to have remediated critical and high-risk findings, as part of those criteria. The scope of this testing is the IT-solution itself, meaning the ESM application and the environment operated by the contractor to deliver it.
135	1.000 EUR pro Working Day Verzögerun	Would the Contracting Authority consider replacing the proposed delay penalty with a mutually agreed milestone-based remediation process or a capped service credit mechanism?	The Contracting Authority does not agree with this proposal and maintains the provisions as set out in the Tendering Documents.
136	Telefonisch an Business Days 08:00–18:00	Could the Contracting Authority confirm whether a dedicated customer support portal as the primary communication channel, supplemented by agreed escalation channels, would meet the service desk requirements?	Please refer to annex 1 Agreement, article 12
137	Aktives Handling/Proceeding/Execution	Could the Contracting Authority confirm whether 24/7 active incident handling is required for all incident priorities, or whether 24/7 coverage may be limited to Priority 1 production incidents, with lower priorities handled during local business hours?	The Contracting Authority does not agree with this proposal and maintains the provisions as set out in the Tendering Documents.
138	P1 Respons 5 minuten	Would the Contracting Authority accept an initial response time of 30 minutes for Priority 1 production incidents, provided that the service is monitored continuously and Priority 1 incidents are handled 24/7?	The Contracting Authority does not agree with this proposal and maintains the provisions as set out in the Tendering Documents.
139	P1 Respons 5 minuten	Could the Contracting Authority confirm whether the five-minute response time for Priority 2 incidents is mandatory, or whether a 45-minute response target during local business hours may be proposed?	The Contracting Authority does not agree with this proposal and maintains the provisions as set out in the Tendering Documents.
140	P3 Respons 30 minuten	Would the Contracting Authority accept a 60-minute response time for Priority 3 incidents during local business hours, provided this is transparently documented in the SLA?	The Contracting Authority does not agree with this proposal and maintains the provisions as set out in the Tendering Documents.
141	P1 4h 24/7, P2 8h 24/7, P3 24h in defini	Could the Contracting Authority clarify whether the recovery times stated in Article 12.8 are intended as binding contractual commitments or as target resolution times dependent on the nature, complexity and root cause of the incident?	Recovery times stated in article 12.8 are intended as binding contractual commitments considering a workaround is also accepted as a temporary solution.
142	99,8% pro Kalenderquartal, 24/7 geme	Could the Contracting Authority confirm whether an availability commitment of 99.9% measured monthly would be considered equivalent or superior to the requested 99.8% measured per calendar quarter?	No. The Contracting Authority maintains the availability requirement as set out in the agreement.
143	Ausschluss nur Client-approved Mainte	Could the Contracting Authority clarify whether planned maintenance, agreed maintenance windows, non-production environments and outages outside the Contractor’s reasonable control may be excluded from the availability calculation?	Planned maintenance, agreed maintenance windows, non-production environments and outages demonstrable outside the Contractor’s reasonable control may be excluded from the availability calculation.
144	10% recurring quarterly fees bei Availa	Would the Contracting Authority consider replacing contractual penalties for SLA non-compliance with a capped service credit model aligned with standard SaaS market practice?	The Contracting Authority does not agree with this proposal and maintains the provisions as set out in the Tendering Documents.
145	Business Days 22:00–07:00 oder Woch	Could the Contracting Authority confirm whether predefined monthly maintenance windows for non-production and production environments may apply, provided that they are communicated in advance and designed to minimise or avoid downtime?	The Contracting Authority maintains the provisions as set out in the agreement. Please refer to the Agreement for the applicable requirements regarding maintenance.
146	Max. 4h je Maintenance; max. 12h pro	Could the Contracting Authority clarify whether the quarterly maximum downtime limit applies to all planned maintenance activities or only to maintenance activities causing actual service unavailability in production?	The quarterly maximum downtime limit applies only to maintenance activities causing actual service unavailability in production, considering all maintenance is executed within the defined maintenance window.
147	Admin-/Supportzugriff ausschließlich z	Could the Contracting Authority clarify the required level of evidence regarding administrative access controls, least-privilege principles, EEA-based access, access logging and support access procedures?	The topics mentioned are amongst others, covered by Annex 1 (Agreement), Article 21. The required level of evidence for information security is set out in Annex 5 FOU-91 and FOU 92, and clarified in the 1st memorandum of information ref. nr. 110, 111, 171, and 188. As Article 21.6 states, the Contractor must provide in writing, on request, all information needed to demonstrate compliance. This may include the relevant certification, the "Verklaring van toepasselijkheid" (Statement of Applicability), independent audit reports, or the summary and remediation status of an independent penetration test.
148	Datenzugriff nur unter strengen EEA-/Ci	Could the Contracting Authority confirm whether third-level vendor support based on anonymised logs and screen-sharing, without direct third-party access to customer systems, system components or customer data, is acceptable?	This is acceptable, provided that the third party does not qualify as a sub-processor. If the third party does qualify as a sub-processor, it must be identified and included in the sub-processor table in the annex to the Data Processing Agreement. Based on the information provided in the question, it is not possible to determine whether the third-level vendor would qualify as a sub-processor. The applicable requirements will therefore depend on the specific role and activities of the third party.
149	Client-controlled Keys; Contractor kein	Could the Contracting Authority clarify whether customer-managed encryption keys are a mandatory requirement, or whether provider-managed encryption keys within a German regulated cloud environment may be accepted?	The Contracting Authority confirms that provider-managed encryption keys are considered an acceptable solution, provided that all other applicable security and contractual requirements are met.
150	Meldung ohne Verzögerung, spätestens	Could the Contracting Authority confirm whether the 24-hour notification obligation for suspected or actual security incidents may be addressed in the Data Processing Agreement or a dedicated security annex?	Please refer to Annex 2, Article 7.1. Notifications relating to personal data breaches shall be handled in accordance with the provisions of the Data Processing Agreement.
151	Vollständige Dokumentation inkl. Inter	Could the Contracting Authority clarify which customer-specific operational, technical, interface, security and exit documentation must be delivered, and at which project milestones?	The Contracting Authority has not defined a mandatory documentation catalogue or prescribed delivery milestones at this stage. The required documentation will be further refined during the implementation phase based on the selected solution and the agreed implementation approach. Tenderers are invited to describe the documentation they would normally provide for comparable ESM implementations, together with the project milestones at which these artefacts would typically be delivered.
152	Automatic upgrades nur mit 6-Monats-	The release notes of the vendor are publicly accessible on thier website. Will this be sufficient for the contracting authority?	Yes, provided that the release notes are published on a predefined and consistent schedule before the relevant release. Publicly accessible release notes published in this manner are acceptable to the Contracting Authority.
153	Workarounds nur nach schriftlicher Zu	Could the Contracting Authority clarify whether written approval is required for all workarounds, or only for workarounds that materially affect production functionality, data processing or user experience?	The Contracting Authority does not understand the question as formulated and is therefore unable to provide a substantive response.
154	Weitgehende IP-/Source-Code-Rechte	Could the Contracting Authority confirm that intellectual property rights in standard software, third-party software and pre-existing Contractor components remain with the respective rights holders, while customer-specific deliverables may be addressed separately	Please refer to the answer provided in MOI1 with Ref Nr. 121.
155	Client bleibt Eigentümer; maschinenle	Could the Contracting Authority clarify the expected scope, format, timing and responsibilities for data export and portability during the contract term and upon termination?	Please refer to the Request for Proposal and its Annexes.
156	Support beim Übergang, Rückgabe/Ver	Could the Contracting Authority confirm whether exit support services may be defined in a separate exit plan or exit service package, including scope, timelines, responsibilities and commercial conditions?	Please refer to the Request for Proposal and its Annexes.

157	Audit-Rechte für Security, Data Protect	Would the Contracting Authority accept an audit model based primarily on certifications, independent audit reports, trust centre documentation and documented evidence, with individual audits subject to prior agreement?	Yes. The Contracting Authority accepts this approach when compliance with the audit requirements is primarily demonstrated through independent certifications, independent audit reports, trust centre documentation, and other documented evidence. As stated in FOU-6, contractor undergoes periodic independent security, privacy, compliance, and configuration audits at least bi-annually and shares the relevant audit findings with the Contracting Authority. Any recommendations arising from such audits are addressed through the Contractor's established governance processes. Where the Contracting Authority requires an individual audit in addition to the available independent assurance documentation, such audit may be accommodated subject to prior mutual agreement regarding its scope, timing, methodology, confidentiality obligations, and operational impact.
158	Detailliertes Verfahren bei Behörden-/E	Could the Contracting Authority confirm whether the procedure for government or third-party data access requests may be governed by the Data Processing Agreement and a dedicated security or sovereignty annex?	Please refer to Annex 2, Article 3.
159	Liability Cap: Implementation Costs +	: Could the Contracting Authority clarify whether liability caps, exclusions and carve-outs are open for negotiation, particularly in relation to SaaS services, standard software, data protection and confidentiality obligations?	No. The Contracting Authority does not agree to this proposal.
160	REQ - 58 : its mentioned you wants the solution to support guest accounts and have separate self-service portal views for internal and external users	Could you explain more on what these guest accounts are meant for and also if having separate self-service portal means having separate servicedesk instances for internal and external users ?	Please refer to the Request for Proposal, its Annexes and Ref Nr. 111
161	f	TU/e uses SURFconext for authentication. For the approximately 5,000 guest users, could TU/e confirm whether guest authentication is expected via SURFconext guest IdP functionality, or through a platform-native guest access mechanism? Additionally, which user attributes from SURFconext must be passed to the ESM platform at login to support role-based access and personalization?	Please refer to Ref Nr. 98
162	Q9 — Required integrations, purpose and direction	Mol 1 confirms several required integrations and states that TU/e's preferred model is middleware-mediated, with the ESM platform exposing APIs/events. Could TU/e clarify the primary purpose and direction for the following integrations? Databricks: export of ESM data for analytics/reporting/AI, import of predictive insights/enriched context into ESM, or bidirectional? OSIRIS: real-time student/enrolment lookup, scheduled synchronization into ESM user directory/CMDB, or both? Facilitor / FMIS: synchronization of facility/room asset data into ESM, pushing ESM-originated facility requests into the FMIS, or both? Which system is source of truth for facility assets?	Please refer to Ref Nr. 112
163	Q10 — Integration mapping by domain	The RFP and Mol mention integrations with systems such as OSIRIS, Entra ID, Unit4, Microsoft 365, Databricks, Atlassian/Jira, AFAS and others. Can TU/e confirm whether all listed integrations apply across LIS, HRM and ESA equally, or whether specific integrations are domain-specific? If domain-specific, could TU/e provide an indicative mapping of required integrations per domain?	Please refer to Ref Nr. 119
164	Q11 — TOPdesk migration scope	As TU/e currently uses TOPdesk, data migration is expected as part of the project deliverables. Could TU/e clarify: how many years of historical data should be migrated; which request statuses are in scope: open, pending, closed or all; which modules require migration: incidents, service requests, problems, changes, assets, CMDB, knowledge base and related records? This clarification is needed to size the migration effort accurately in the implementation plan and pricing.	Please refer to the answer provided in MOI1 with Ref Nr. 61.
165	Q12 — Service Designer role during imple	Mol 1 confirms that a Service Designer is present within the internal ESM product team. Could TU/e clarify the mandate of this role during implementation? Will the TU/e Service Designer lead process redesign with the supplier in a supporting/advisory role, or is the supplier expected to lead process and service design with the TU/e Service Designer reviewing and approving?	Please refer to Ref Nr. 113
166	Q13 — Student assistants and licensin	Mol 1 provides an indicative agent distribution including approximately 85 student assistants within LIS and 25 student assistants within ESA. Could TU/e describe the typical tasks performed by these student assistants, such as first-line ticket resolution, data entry, knowledge base maintenance, physical asset checks or other activities? Could TU/e also clarify whether these student assistants work as named individual users, or as a shared/floating resource pool where available student assistants pick up queued work? This distinction is relevant for named-user versus concurrent licensing models.	Please refer to Ref Nr. 114
167	Q14 — Asset/CMDB source of truth and	How does TU/e currently manage its Asset/CMDB database: natively within TOPdesk, or through other discovery and endpoint management tools such as Microsoft Intune, SCCM/MECM, Lansweeper or similar? Does TU/e expect the ESM platform to provide native asset discovery, or will the Asset/CMDB be populated primarily through synchronization from existing tools? If native discovery is expected, does TU/e prefer an agent-based, agentless or hybrid model, and are specific network segments, operating systems or device types in scope?	Please refer to Ref Nr. 118