



Additional information No. 5

Name of the tenders:

Ensuring Azure cloud services with Microsoft on-premise solution TP24-027

Organisation:	The Extreme Light Infrastructure ERIC
Registered office:	Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic
Identification number:	109 74 938
Person authorized to act on behalf of the Organisation:	Roman Hvězda, ELI Beamlines Facility Director

(Hereinafter referred to as the “**Organisation**”)

The Organisation received additional questions. The questions („Q”) and explanations („EX”) are below:

1. Q: PRICES AND INVOICING

The prices for the provision of the services without VAT are stated in Annex 3 hereof (Prices). Payments of VAT are subject to applicable legal regulation.

The Provider is entitled to invoice the Client with 70% of the price of each Phase after its implementation in full operation and 30% after removal of all defects and submission of the documentation of the actual implementation.

The Provider is entitled to invoice the Client with the price of maintenance and support services annually at the beginning of each year of provision.

If the above sentence is valid. How will payment be made for service work in excess of the fixed price of the maintenance and support contract specified in Annex 4 Price table? (Maintenance and support agreement will have fixed costs and variable costs based on various variables such as number of tickets etc,...

EX: Services and works in excess of the fixed price of the maintenance and support to be provided and invoiced according to a service contract that will ELI ERIC negotiate with the selected supplier. ELI ERIC will accept a standard service contract of the supplier after adjusting it to minimum standards of ELI ERIC.

2. Q: The Provider is entitled to invoice the Client with the price of cloud development services per man-days as stated in Annex 3 monthly according to the actual number of man-days provided.

Subject-matter of this Agreement is the provision of services of the transition of ELI ERIC and



ELI Beamlines infrastructure to a hybrid cloud solution as described in Annex 1 hereof Technical Specification.

Subject-matter of this Agreement is the provision of services of the transition of ELI ERIC and ELI Beamlines infrastructure to a hybrid cloud solution as described in Annex 1 hereof Technical Specification.

Part of the scope of the services is also the provision of maintenance and support (as described in Annex 1 hereto) for 3 years from launch of the first stage into production operation (deployment of the first tool). If no Party notifies the other Party at least 2 months before expiration of the 3-years period that they want to quit the provision of the support, the period of support extends by 1 more year. The price of the support is subject to inflation increase as described in Art. 2.3 hereof.

When will the maintenance and support agreement start exactly? After acceptance of Phase 1? So, does it mean for example that the agreement will last X months (necessary time for delivery of phase 1) + 3 years?

EX: The maintenance and support agreement will start upon the launch of the first stage into production operation (deployment of the first tool) and will last 3 years. If both parties agree (i.e. If no Party notifies the other Party at least 2 months before expiration of the 3-years period that they want to quit the provision of the support), the period of support extends by 1 more year

3. Q: What does 3+1 years mean exactly for the maintenance and support agreement in Annex 4 Price Table? For how long and how is the maintenance and support agreement designed? Is there only one or will there be two separate maintenance and support agreements for 3 years and 1 year?

EX: Tenderers shall in Annex 4 Price Table state the price for maintenance and support for four years despite the fourth year might not be provided in order the total tender price cover all four years of maintenance and support provision. We expect that all four years of maintenance (3 years mandatory and 1 year if both parties agree) will be covered with one service contract (which we however consider only a legally technical question and the final agreement with the selected tenderer might differ subject to compliance with all tender conditions).

4. Q: In the above-mentioned sentence, there is a possibility to end maintenance and operation agreement after 3 years or to prolong such agreement for yet another year (3+1). At same time in annex 4 Price table the technical/development roles are mentioned and requested for 4 full years.

EX: The price table covers the maximum extent of services and works that can be provided within this Public Procurement so that tenders of individual tenderers are comparable.

5. Q: Furthermore, the Client is entitled to request from the Provider provision of cloud development services which are beyond the scope set out above up to the limit stated in Annex 3 Prices hereof that will be invoiced per man-days.



“Cloud development services (4 years, 10 MD per month): “Does this mean that 10MD is a regular prepaid allocation every month valid for the duration of the service contract? Or is it just a theoretical limit of using these resources per month for the duration of the service contract and these resources will be billed at the subscribed rate up to the limit of 10MD per month? In “Annex_1_Service_Agreement” the wording is vague and it is not clear to understand if this is a regular drawdown of resources or just a possible allocation.

If it is the case that this is a theoretical allocation, how will this allocation be planned? How will the need for these resources be communicated in advance? The conditions for drawdown beyond the 10MD are not stated.

EX: ELI ERIC seeks that for four years up to 10 man-days monthly are guaranteed to us in terms of availability and price. Such works shall be provided and invoiced only if ordered by ELI ERIC. Detailed rules for provision of those services can be agreed in the maintenance (service) agreement if the selected tenderer prefers so or such services can be provided directly under the service agreement (i.e. the main contract we are providing within this Procurement Procedure). However, the cloud development services must remain available under the required terms for four years.

General comment: all contractual vehicles besides the mandatory basic Service agreement we are providing shall be negotiated with the selected tenderer. We are ready to accept standard contract(s) of the selected tenderer if all proposed terms are acceptable to ELI ERIC and the final contracts comply with all conditions of this Procurement Procedure. Or our binding Service agreement can be the only contract that will be signed for implementation of this Public Procurement because it includes all necessary terms and conditions (including for the maintenance and support and for the cloud development services).

The Tenders must be submitted to the email address **tenders@eli-laser.eu**, by **12 February 2024** at **23:00** at the latest. Other provisions of the tender conditions remain valid.