

NOTE

Date: April 2013

Case: EKA/KPK

Case 12/09205

Questions and Answers: (EU-Tender regarding a purchase of an IT system to support the handling of seized data in connection with the control investigations carried out by the authority)

1. Q: 27.11.2012: Why does the site to the Danish Competition and Consumer Authority EU Tender not work?
2. **DCCA Answer : New link uploaded**
<http://ted.europa.eu/udl?uri=TED:NOTICE:381318-2012:TEXT:EN:HTML>
3. DCCA, 19.01.2013 New link uploaded:
<http://ted.europa.eu/TED/notice/udl;jsessionid=349E2366C9A2D57C0FB71BDD976DFF3D.backendA1?uri=TED:NOTICE:19485-2013:TEXT:EN:HTML>
4. Q: 23.01.2013: Will further details or documents be available at this stage of the procedure?
DCCA Answer: No further documents, except from the published TED tender notice, will be available to the applicants.
5. DCCA, 23.01.2013: regarding document “Instructions to Tenderers” and Annex 3 - “Delivery description”. The DCCA has discovered a few wrong number entries in “instructions to tenderers” and in Annex 3. Please see below for changes applied:

INSTRUCTIONS TO TENDERERS:

Page 4: “4. Award Criteria”

Section A: user-friendliness: the text refer to requirement R3.48 in Annex 3 Delivery description. In annex 3, page 10 +11 under section “E.2 Graphic Interface”, two requirements has been named MR3.48. the minimum requirement on page 11 is rightfully number MR3.49 (English interface).

Section C: response time: requirement R3.21 is to be omitted since it is a minimum requirement and not to be evaluated by the Customer.

Section D: identifying and system administration: the reference to requirement MR34 in Annex 3 is wrong and should rightfully refer to requirement R35 at page 8 in Annex 3 - Delivery Description.

6. Q: 22.04.13:

A) How strict is the 3 month implementation window? (For instance our implementation timeline is depending on hardware deliveries (once we have to order this we are bound to the delivery times of the specified hardware)

DCCA Answer: In reference to Annex 1 – Time schedule, requirement R1.13 at page 2 the expected acceptance date for the entire Delivery is 1. December 2013. It is further stated in the guidance note that an acceptance date later than 1 January 2014 will be given a negative weighting.

B) What should we state concerning a test environment?

DCCA Answer: in the tender material, the Customer has chosen not to demand delivery of a test environment.

C) What should be stated concerning a back-up?

DCCA Answer: According to appendix 7, section 7.4, the DCCA will as part of the operation of the provided solution conduct back-up and restore. As part of the operation documentations, cf. appendix 4, section 4.1, the Supplier shall provide the relevant back-up and restore procedures in relation to the DCCAs operation of the solution. The DCCA do not need a back-up system included as part of the solution for the indexed case data. At D) The DCCA do not demand delivery of a disaster recovery solution.

D) What should we state concerning a disaster recovery solution?

DCCA Answer: The DCCA do not see a need for a disaster recovery solution.

E) Do you have SQL enterprise server and which version?

DCCA Answer: The DCCA do not have a SQL enterprise server installed at our premises.

F) Does the DCCA have an MVL (Microsoft Volume License)?

If not we have to also include in our offer, a pricing indication

for Microsoft licenses for Operating systems and SQL database licenses)

DCCA Answer: The DCCA do not have an MVL – Microsoft Volume License. If relevant, the tenderer may include a price element in accordance with the price structure in the tender material

7. Q: 23.04.13:

Related to requirements in Appendix 3:

A) R 3.22: What do you exactly mean with live searches?

DCCA Answer: Search hits showing while typing search terms (like Google)

B) R 3.41: 1) Does it mean that every incident/activity can be linked to one and only one case? 2) What does registration of incident consist of? 3) Is it a requirement that the same UI that is used for search and tagging should be used for incident/activity registration or can also a different UI be used?

DCCA Answer: 1) Yes, 2) We are not quite sure what you mean by the question, 3) Yes, but it is not a minimum requirement. A different UI might be used as well.

C) MR 3.72: 1) What is the definition of simultaneous users? 2) Do you have 6 users using throughout the day? 3) Or do you require that 6 users exactly at the same moment are performing a query?

DCCA Answer: 1) Using the power of the system at the same time, 2) no, it differs, 3) yes, the system needs to be able to support queries from 6 users simultaneously.

D) MR 3.79: What will be your backup strategy? E.g. keeping only the latest back up is sufficient, or not?

DCCA Answer: No, it will not be sufficient enough to only keep the last backup. According to the Danish Competition Act, the DCCa is only allowed to keep data seized during a dawn raid, for 40 working days. In that 40 days window the system needs to be able to back-up all seized data.

E) R 3.81: What is the exact use case for this requirement, for the part mentioned in the guidance note?

DCCA Answer: The DCCA do not understand what you mean. You will have to deepen your question.

Related to requirements in Appendix 6:

F) R 6.3 in relation to R 3.9: 1) What is meant with a single workflow in requirement 3.9? 2) What is the 5TB - is it pure text or electronic data (for instance office files)?

DCCA Answer: 1) Handling of a 5TB data set when indexing and searching. 2) Any kind of data/file type, Mixed file types (mail, file containers, text files, SQLite, db files, IOS data, etc).

8. Q: 24.04.13:

A) Is the tender to be submitted in 7 copies, means 1 original 6 copies. Or 1 original + 7 copies?

DCCA Answer: Tender materiel is to be submitted to the DCCA in 1 original and 6 copies.

9. Q: 24.04.13:

A) R- 7.4: Question: Which updates do you mean, only our software or also OS software?

DCCA:Answer: The notification concerns any software being part of the FIT solution, including both the suppliers own software as well as OS software.

B) MR - 9.2 This part can be abused. The way this is formulated will not be beneficial for you, because it will force us to come with estimates that are over cautious. What is your interpretation concerning this?

DCCA: Answer: The estimate to be provided are related to the remuneration associated with preparing a solution proposal. The DCCA are aware it might cause estimates that are over cautions. The question do not cause any changes to the requirement.

C) MR - 9.3: Unclear what is meant?

DCCA: Answer: The suppliers change request shall as a minimum contain the same content as a solution proposal to the Customer, cf. MR-9.5.

D) MR - 9.8: From this requirement it can be derived that the supplier get's paid for the original solution proposal, is that true, if yes, how much?

DCCA: Answer: It is stated in MR-9.8 that: "If the revised solution proposal is accepted, the Supplier's remuneration for preparing the original as well as the revised proposal will

cease to be payable". Hence, if the solution proposal is accepted by the Customer, the Supplier is not entitled to payment for preparing the solution proposal.

- E) MR – 9.9: Did you mean that it will require (submission of new solution proposal) instead of submitting a change request?

DCCA: Answer: A request for substantial changes to a suggested solution proposal shall be considered as a refusal of the presented solution proposal. At the same time, the substantial changes shall be considered as a new change request submitted, which shall be dealt with separately in accordance with clause 6 of the Contract as well as appendix 9.

- F) MR 9- 10: From description of 9.10 it appears that 2 steps approach is required before we can starting a change request or solution proposal, First you must accept then approve, correct? If yes, please describe the approval procedure

DCCA: Answer: Due to the question, MR-9.10 will be changed from:

"If the solution proposal or the Supplier's change request is accepted by the Customer, the Customer must have approved the proposal or the request prior to implementation of the work"

to (the change is underlined):

"If the solution proposal or the Supplier's change request is accepted by the Customer, the Customer must in writing have approved the proposal or the request prior to implementation of the work".

Approval shall not be provided in 2 steps, but approval shall be provided by the Customer in writing before the Supplier commences the implementation of the work.

- G) MR 9.11: what is the difference between a change request and a solution proposal ?

DCCA: Answer: A change request is a request from either the Supplier or the Customer to the other part concerning a wish for a change in relation to what have already been agreed between the Parties. The change request itself do not contain a solution proposal. The solution proposal is the proposal from the Supplier in relation to how to address the change request.

- H) MR 9 -13: this one depends on appendix 14.
DCCA: Answer: The DCCA do not understand the question. Please elaborate.
- I) What are unequivocal references to the approval of the document? (does the signing of the document equals to reference of the approval of the document)?
DCCA: Answer: A unique reference to where each of the parties have approved a change request and the corresponding solution proposal, e.g. an e-mail, cf. also the answer to MR-9.10 above stating that approval of a solution proposal shall be in writing.
- J) MR 9- 14: what does "giving access" mean?
DCCA: Answer: The Supplier is obligated to have a complete collection of the current contractual framework and any amendments and additions. Furthermore, the Supplier shall ensure that the Customer also is giving access hereto so that both Parties at any time have full access to the then current contractual framework and any amendments and additions. This access might be provided in different ways, e.g. through a common work site.
- K) In general for appendix 9: Is a Solution proposal the same as a change request, what is the definition if not the same?
DCCA: Answer: Please see answer to question regarding MR-9-11 above.
- L) R 14.1 30 days, we assume calendar days, is this correct? (and this question essentially refers to the complete document).
DCCA: Answer: Answer: Correct. Throughout the Contract and its appendices, 'days' and 'calendar days' are both considered as calendar days. 'Working days' are defined in the Contract, clause 1.
- M) R 14.2.3. What do you mean with trial period? Where is trial period defined? from which moment does it start?
DCCA: trial period is defined as the period in which testing activities in connection with the acceptance test carried out until the acceptance criteria referred to R14.4 and the acceptance criteria listed in the supplier's testing program in accordance to R14.2.2 is completed. The trial per begins as specified in the suppliers time schedule referred to Annex 1.

N) What is the deadline date for the customer's withdrawal (the 3th of September 2013)?

DCCA: Yes deadline for the customers withdrawal is 3 september 2013.