



Date: 14 June 2019

Clarification Note No. 1
Invitation to Bid No. ITB/SEC/13/2019
Provision of Adobe Products & related services to the OSCE

The Organization for Security and Co-operation in Europe has received request for clarifications from potential bidders. In accordance with Article 18 of the ITB Document, the OSCE would like to provide the following clarification:

Question 1:

As part of the Scope of Services you demand “Aliquot payment of licenses activated and used for periods of less than a year”. This option is only available as part of a VIP contract. The ETLA contract states that half of the yearly subscription needs to be paid for any license activated during the year, independent of the date of installation.

Answer 1:

Please specify the relevant ETLA terms in your technical proposal. The relevant requirement is item 4 of Table 2 “Adobe ETLA terms and conditions” of Annex F – Technical Compliance Form.

Question 2:

As part of the Scope of Services a true-down option is required. This option is only available using VIP licenses and not as part of an ETLA. Please adapt the requirement accordingly.

Answer 2:

Please specify the relevant ETLA term in your technical proposal. The relevant requirement is item 6 of Table 2 “Adobe ETLA terms and conditions” of Annex F – Technical Compliance Form.

Question 3:

According to Adobe no bridge serial number for the user migration is available as part of a new contract. Therefore, we ask to delete this requirement from the Scope of Services.

Answer 3:

The vendor should outline how users will continue to work during the transition phase from the old to the new contract implementation.

Question 4:

Point 6 of the Adobe ETLA terms and conditions demands a true-down option as part of the ETLA. As the ETLA contract does not offer a true-down option, we kindly ask to delete the requirement from the list

Answer 4:

The answer is similar to answer (2) above.

Question 5:

Point 4 of the Adobe VIP terms and conditions asks for annual true-up prices. This option is not offered as part of a VIP contract. With VIP licenses, the licenses need to be paid aliquot from the day of the installation until the end of the year. True-up pricing is only part of the ETLA contract.

Answer 5:

Please specify the relevant VIP terms in your technical proposal.

Question 6:

Point 10 of the Adobe VIP terms and conditions asks for a fixed pricing. This option is not available as part of a VIP contract. Price lists are published by Adobe on a monthly basis and as soon as a new price list becomes available, this price is valid for any new license. We therefore ask to adapt the requirement to reflect varying prices.

Answer 6:

The OSCE is interested for a 3-year VIP commit contract where the option of fixed pricing throughout the contract is available from Adobe.

Question 7:

The ETLA pricing table lists two quantities (committed and estimated): would it be acceptable to offer pricing for the estimated quantity as well as for the committed quantity. The reason is that it is most likely the unit prices will be lower for the estimated quantity.

Answer 7:

The vendor should provide pricing information for the estimated quantities.