

REQUEST FOR PROPOSALS : ATNS/RFP04/07/2026/27/IKM_DIGITAL ACCESS					
Appointment of a Service Provider to Provide Library and Information Services Database Subscription, in the Provision of Digital Access to E-Books, Scholarly Journal Articles, and Provision of IEEE Xplore for a Period of Five (5) Years					
Number	Question/Clarity Date	Name of the Company	Paragraph No. Bid Document	Questions	Response
1	27 August 2022	EBSCO International, Inc	Section 3: Technical Requirements, pages 10-16	ATNS notes on page 21 that bidders are required to address and respond to all evaluation criteria (Section B: Bid Evaluation Process); Does ATNS require bidders to respond directly / in-line to Section 3: Technical Requirements, on page 10 of the tender, in addition to the evaluation criteria under Section B?	ATNS requires bidders to respond to all evaluation criteria contained in Section B: Bid Evaluation Process, as these criteria form the basis of the evaluation. Bidders should also provide sufficient information and supporting evidence demonstrating how their proposed solution meets the applicable requirements set out in Section 3: Technical Requirements. Accordingly, a direct line-by-line response to Section 3 is not mandatory; however, bidders remain responsible for demonstrating compliance with the technical requirements through their responses to the evaluation criteria and the supporting documentation submitted.
2	27 August 2022	EBSCO International, Inc	Section C: Tender Conditions and Instructions to Bid (pg 25-29); and 39. General Conditions of Contract (pages 48-62)	Will ATNS consider amendments to the tender's terms and conditions? Specifically under sections C: Tender Conditions and Instructions to Bid (pages 25-29), and 39. General Conditions of Contract (pages 48-62). If so, will ATNS accept a marked up version of the tender, shared with our submission, with the opportunity to negotiate in the case of an award?	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
3	02 September 2022	EBSCO International, Inc	36. Protection of Personal Information (POPIA) Consent, 36.4 (Page 38 of Volume 1A)	Will ATNS accept the following additions in red, as EBSCO only agrees to pay <u>direct</u> costs associated with such claim: 36.4. The Service Provider shall be liable for all direct claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising <u>directly</u> from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
4	02 September 2022	EBSCO International, Inc	36. Protection of Personal Information (POPIA) Consent, 36.6 (Page 38 of Volume 1A)	Will ATNS accept the following amendments in red, as EBSCO notifies Customers within 24 hours of confirmed security breaches, not suspected breaches. 36.6. The Service Provider must notify the Company <u>immediately promptly when where there are reasonable grounds to believe that Company or its data subjects'</u> personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
5	02 September 2022	EBSCO International, Inc	36. Protection of Personal Information (POPIA) Consent, 36.7 (Page 38 of Volume 1A)	Will ATNS accept the following amendments in red, as EBSCO only agrees to be liable for direct costs: 36.7. The Service Provider indemnifies the Company against any <u>direct claims resulting from civil or criminal action or administrative fine or other penalty or loss as a result of</u> the Service Provider's breach of this clause.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.

6	02 September 2022	EBSCO International, Inc	39.GeneralConditions ofContract, 5. Use of contractdocuments andinformation;inspection., 5.4(Page 52 ofVolume 1A)	EBSCO requests to add the additional language in red to comply with EBSCO's audit policies: 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. Such audit shall be upon reasonable written request, no less than forty-five (45) days, and shall not be requested more than once per year.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
7	02 September 2022	EBSCO International, Inc	39.GeneralConditions ofContract, 6.Patent Rights, 6.1(Page 52 ofVolume 1A)	EBSCO requests to add the clarifying language in red, as EBSCO only agrees to indemnify if the claim does not allege that the Customer or their authorized users used the content in an unauthorized manner. 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the authorized use of the goods or any part thereof by the purchaser.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
8	02 September 2022	EBSCO International, Inc	39.GeneralConditions ofContract, 7.Performance(Page 52 ofVolume 1A)	Please strike Section 7. Performance. As a matter of policy, EBSCO does not agree to these terms.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
9	02 September 2022	EBSCO International, Inc	39.GeneralConditions ofContract, 19.Assignment, 19.1(Page 56 ofVolume 1A)	EBSCO requests to add the clarifying clarifying language in red to comply with EBSCO's audit policies. 19.1 Except for an assignment to a parent company or affiliate, the supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
10	02 September 2022	EBSCO International, Inc	39.GeneralConditions of Contract, 21. Delays in the supplier's performance, 21.6 (Page 57 of Volume 1A)	EBSCO requests to strike the language in red, as EBSCO does not agree to this as a matter of policy. 21.6 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
11	02 September 2022	EBSCO International, Inc	39. General Conditions of Contract, 22. Penalties, 22.1 (Page 57 of Volume 1A)	EBSCO requests to strike Section 22. Penalties, as we do not agree to these terms.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.

12	02 September 2022	EBSCO International, Inc	39. General Conditions of Contract, 23. Termination for Default, 23.1 (Page 58 of Volume 1A)	EBSCO requests to include the additional language in red in both (a) and (b) to comply with EBSCO's termination/cure policies. 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or and fails to cure the alleged default within any extension thereof, which shall not be less than thirty (30) days, granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract and fails to cure the alleged default within thirty (30) days of receipt of written notice from purchaser; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
13	02 September 2022	EBSCO International, Inc	39. General Conditions of Contract, 23. Termination for Default, 23.2 (Page 58 of Volume 1A)	EBSCO requests to strike the language in red as EBSCO does not agree to these terms as a matter of policy. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.
14	02 September 2022	EBSCO International, Inc	39. General Conditions of Contract, 30. Applicable Law, 30.1 (Page 61 of Volume 1A)	EBSCO requests to include the additional language in red, as EBSCO cannot be governed exclusively by international laws. 30.1 The contract shall be interpreted in accordance with South African laws and applicable United States laws, unless otherwise specified in SCC.	ATNS acknowledges the proposed amendment and appreciates the input provided. Any proposed revisions to contractual provisions may be discussed with the successful bidder during the contracting phase, subject to the requisite approvals and agreement between the parties. However, for the purposes of this procurement process, the clause shall remain as currently drafted, and bidders are requested to submit their proposals in accordance with the issued bid documentation.