

**Question 1:** Is the IAEA implementing a Taleo Enterprise Edition implementation or Business edition?

**Answer 1:** *The IAEA is implementing Taleo Enterprise Edition.*

**Question 2:** •Can you please confirm that the response given during yesterday's Bidders Conference, that the respected clauses in the SOW (clause 6. and 7.), are deemed amended in so far as the contractor, is not responsible for any deliverables. That contractor is nearly merely responsible for the performance of its services.

**Answer 2:** *When assessing the contractor performance and the ability to deliver agreed services the IAEA will consider the quality and timeliness of the deliverables. As stated in Article 3 of the Contract (Responsibilities of the Contractor): "The Contractor shall provide efficient business administration and supervision, and perform the Services in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract." and Section 9 of the Statement of Work (Performance Management).*

**Question 3:** You mentioned on the call yesterday that the terms and conditions of the contract are set and cannot be adjusted. We have concerns with language and want to understand if there is any flexibility in this language at all.

**Answer 3:** *As explained in the WebEx meeting the IAEA is under time pressure to get a contract in place as soon as possible and the work started. Proposing new language will required contract negotiations that will give delays.*

*The Contract and the General Conditions of Contract are reasonable and reflect the special status given to the IAEA by all its Member States and these have been accepted by other contractors of the IAEA. Acceptance of the draft Contract and General Conditions of Contract are requested or exceptionally language could be proposed that previously was negotiated and agreed with the IAEA or another United Nations organization.*