



Agenzia per l'Italia Digitale

Presidenza del Consiglio dei Ministri



REALIZATION OF A RESEARCH AND  
DEVELOPMENT PROJECT (PRE-COMMERCIAL  
PROCUREMENT) ON "CLOUD FOR EUROPE"

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# INVITATION LETTER FOR PHASE II

LOT 3

" LEGISLATION EXECUTION (LE)"

CIG: 602781022C

CLOUD FOR EUROPE

FP7-610650

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## 1 INTRODUCTION

This document extends the Cloud for Europe Tender Regulation to define the transition from Phase I (Solution design) to Phase II (Prototype development) and the implementation of the latter.

This Invitation Letter to submit an offer for Phase II should be read in conjunction with the Tender documents associated with the Cloud for Europe PCP. All terms used herein shall have the meaning ascribed to them in these documents, unless otherwise is evident from the context.

This Invitation Letter and the Contractors offers are made in accordance with and subject to the preceding Cloud for Europe Tender Regulation version 1.1 21.02.2015 and the Cloud for Europe Framework Agreement version 1.1 21.02.2015 and the related Framework Agreement Amendment Addendum 1. All requirements and conditions of the Tender Regulation and the Framework Agreement shall apply to the offer for Phase II and its execution as well.

Agenzia per l'Italia Digitale (AGID) is the Lead Contracting Authority that is acting in its own name and on behalf of the Contracting Authorities:

- Agenzia per l'Italia Digitale, Italy;
- The Kingdom of the Netherlands, represented by the Ministry of Financial Affairs, Directoraat Generaal Belastingdienst, The Netherlands;
- Entidade de Serviços Partilhados da Administração Pública, I.P. (ESPAP), Portugal;
- Institutul National de Cercetare-Dezvoltare in Informatica – ICI Bucuresti, acting on behalf of the Ministry for information society, Romania;
- Ministerstvo financií Slovenskej republiky, Slovakia.

## 2 ORGANISATION OF PHASE II

Pursuant to the provisions of the Framework Agreement v1.1 21.02.2015, amended by the "Framework Agreement Amendment Addendum 1":

1. "The Contractor, subject to the positive Verification of Phase I results with regard to the Research and Development project (article 10 of the present Agreement), may be invited to submit an offer for Phase II. The invitation letter will correspond to the requirements provided in the Tender documentation. The offers submitted for Phase II will be evaluated by the Evaluation Committees, to be appointed by the Lead Contracting Authority after the expiry of the deadline for the submission of such offers. The offers will be evaluated according to the Section 15 of the Tender Regulation document.
2. When the result of the offer for Phase II will be adequate, AGID will proceed with the awarding, according to the Paragraph 15.5 of the Tender Regulation document, and the Contractor will enter into a specific contract ("Phase II Executive Deed"), which will rule the execution of Phase II. If the Contractor is awarded for Phase II, the present Agreement shall continue in effect for the duration of the following Phases. Otherwise, if the Contractor is not awarded for Phase II, this Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date of the notification of the final award related to Phase II."

Phase II envisages a minimum of 3 (three) Contractors.

A maximum budget of **€ 277.334,00** (two hundred seventy-seven thousand three-hundred and thirty-four/00) excluding V.A.T. is available for the proposals admitted to Phase II. The maximum budget per research and development project is **€ 138.667,00** (one hundred thirty-eight thousand six hundred and sixty-seven/00), V.A.T. not included.

The duration of Phase II will be **5 (five) months**, starting from the day after the signature of Phase II Executive Deed.

For Phase II, at least the 70% of Research and Development services shall be performed within the European Member States and Countries associated to Framework Programme 7 (see list of FP7 associated countries on [http://cordis.europa.eu/fp7/who\\_en.html](http://cordis.europa.eu/fp7/who_en.html)).

### **3 CHANGES IN THE COMPOSITION OF TENDERERS**

Phase I Contractors participating by way of Consortium, qualified and invited to submit an offer for Phase II may change their composition, provided that:

- a) the Lead company (or parent company) shall keep its role for the overall duration of the Framework Agreement;
- b) any new economic operator, in addition and/or in place of companies already qualified, shall submit the request for participation, according to Section 9.1 of the Tender Regulation (i.e. Annexes A, B, C, D and E of the Tender Regulation); and consequently
- c) any new economic operator, in addition and/or in place of companies already qualified, shall meet the Tender minimum requirements.

### **4 INSTRUCTION FOR THE SUBMISSION OF OFFERS**

The Phase II offers shall be submitted in accordance with the procedures described in the following Sections, and specifically addressed to:

**Agenzia per l'Italia Digitale (AGID)**

**Via Liszt, 21**

**00144 – ROMA, ITALY**

**Area affari giuridici e contratti**

**Strictly by no later than the 22 of December 2016 at 12.00.**

The parcel shall be closed and sealed on the closing flaps, with a system suitable to ensure the integrity against manipulation and in accordance with the procedure specified in the Tender Regulation (see C4E Tender Regulation, Section 8 "Instruction for the submission of offers").

The parcel shall bear on the outside:

- the tenderer name or Company name;

- e-mail address, certified e-mail address (only for economic operators established in Italy), and, if available, fax number;
- the wording: "PHASE II: REALIZATION OF A RESEARCH AND DEVELOPMENT PROJECT (PRE COMMERCIAL PROCUREMENT) ON "CLOUD FOR EUROPE"– TENDER NUMBER: 5843932 – CUP: <C58I13000210006>".

In case of tenderer participating by way of grouped companies (Temporary Grouping of Companies, Consortia, Business Network Contracts, E.E.I.G.) the parcel shall bear on the outside information regarding each single tenderer, already incorporated or to be incorporated [the tenderer name or Company name, e-mail address, certified e-mail address (only for economic operators established in Italy), and, if available, fax number].

The parcels will be opened, in public session, at:

**Agenzia per l'Italia Digitale (AGID)**

**Via Liszt, 21**

**00144 – ROMA**

**on December, 22<sup>nd</sup> 2016 at 15.00**

Those concerned (legal representatives of companies and persons empowered duly to commit the company), one for each tenderer, are admitted to attend the tender opening session.

## **5 DOCUMENTS TO SUBMIT**

The parcel shall contain, under penalty of exclusion, no. 3 envelopes containing, respectively, the declaration of participation (Annex 1), the technical offer and the financial offer, sealed and signed on the closing flaps, bearing on the outside the tender title, the tenderer denomination, and the wording "1 Documentation", "2 Technical Offer", and "3 Financial Offer".

The Contractors are invited to make use of the templates prepared by AGID to help participants with presentation of the required documents. For this purpose, see Annexes 1" Declaration of Participation", Annex 2"Financial offer for Phase II – Sample" (and, if applicable, Annex 3 "Declaration of Subcontracting") of this Invitation Letter for Phase II and the "Template for Technical Offer Phase II".

The Contractors are allowed to submit an offer signed by certified digital signature on electronic format. In this case participants shall put in the envelopes two digital storage supports (CDs, DVDs, USB pen drives ...). In this case, the Contractor is required to add a paper document establishing that the documentation has been submitted in electronic format.

## **CHANGES IN THE COMPOSITION OF TENDERERS**

In the event that a Phase I Contractor declares to change its composition, the parcel mentioned above shall contain, under penalty of exclusion, **no. 3 envelopes** containing, respectively:

1. the declaration of participation (Annex 1 of this Invitation Letter) together with the documentation required for participating in Phase 1 (see Annexes A, B, C, D and E of the Tender Regulation)
2. the technical offer
3. the financial offer

sealed and signed on the closing flaps, bearing on the outside the tender title, the tenderer denomination, and the wording "1 Documentation", "2 Technical Offer", and "3 Financial Offer".

## DOCUMENTS TO BE SUBMITTED

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For the purposes of Section 7 of the Tender Regulation ("Exclusion Grounds", if deemed appropriate, AGID shall ask to tenderers to supply the document referred in Section 16 of the Tender Regulation. AGID may also, where doubts concerning the personal situation of such subjects persists, apply to the competent authorities asking for any information considered necessary on the personal situation of concerned tenderers.

Where the information concerns a tenderer established outside Italy, the contracting authority may seek the cooperation of the competent authorities. Having regard for the national laws of the State where the candidates or tenderers are established, such requests shall relate to legal and/or natural persons, including, if appropriate, company directors and any person having powers of representation, decision or control in respect of the candidate or tenderer.

## 6 FORMULATION OF OFFERS

The Tenderers may submit an offer for Phase II of the lot they participated to in Phase I.

The offer shall be composed of a **technical offer** and a **financial offer**.

The technical offer, the financial offer, as well as the request of access to documents/files/records, **under penalty of exclusion**, shall be **signed by the tenderer legal representative** (or by a person empowered duly to commit the tenderer).

In case of tenderers participating by way of grouped company (i.e. Temporary Grouping of Companies, Consortia, "Business Network Contracts"), the offers and the eventual request of access to documents/files/records, shall be signed, **under penalty of exclusion**, in accordance with the instructions for the signing of offers referred to in Paragraph 9.1.1 of the Tender Regulation.

The technical offer and the financial offer shall be drawn up in English.

The envelope containing the technical offer and the envelope containing the financial offer will then be included in the external parcel, together with the envelope containing the "Documentation". The parcel shall contain, **under penalty of exclusion**, no. 3 envelopes containing, respectively, the technical offer and the financial offer, sealed and signed on the closing flaps, bearing on the outside the tender title, the tenderer denomination, and the wording "1 Documentation", "2 Technical Offer", and "3 Financial Offer".

### 6.1 TECHNICAL OFFER

The Technical offer shall be compliant to conditions specified in the documents "Technical Specification", in the related annexes, in the Tender Regulation and in this Invitation letter. Tenderers shall use the "Template for technical offer Phase II".

The technical offer will only refer to "Phase II", related to the prototype development.

In order to allow the evaluation of the technical offer by the Technical Committee, the same offer **shall underline** the elements that permit the evaluation and the score assignment, in accordance with Paragraph 8.2

Furthermore, any deviation or non-compliance with the requirements specified in the document "Technical Specification", and in the related annexes, will not determine the exclusion of the offer from the procedure, but will be considered, instead, in terms of technical evaluation.

**Two copies on electronic format shall be added to the original document "Technical Offer".**

No financial elements shall emerge from the above-mentioned documentation, under penalty of exclusion.

## 6.2 FINANCIAL OFFER

Tenderers shall use the following templates for the financial offer: ANNEX 2 – TEMPLATE of FINANCIAL OFFER.

The amount and values specified below shall be indicated in **figures and in words**:

(Vo\_A)

the overall total value (in Euro) identified for completing "Phase II" – prototype development.

The overall total value is the price for the realization of research and development services, in accordance with the documents "Technical Specifications" and "Technical offer", to be performed in compliance with the requirements contained herein and in its attachments. The overall total value shall take in account the fact that part of the Intellectual Property Rights will be retained by the tenderer in accordance with the provisions of the Framework Agreement.

**Increased offers compared to the maximum amounts will not be accepted [which is established, for the second phase for Lot 3 in € 197.333,00 (one hundred ninety-seven thousand three hundred and thirty-three/00), excluding VAT], partial or conditioned.**

The financial offer shall also contain:

- an Estimated Full Price;
- a breakdown into cost categories and unit prices for each cost category.

The Estimated Full Price is the price that it would have been quoted if Intellectual Property Rights resulting from the execution of Phase II were fully retained by the Procuring Entity.

The breakdown into cost categories and unit prices for each cost category shall contain:



- the list of R&D resource categories (e.g. junior, senior researchers, developers, testers, etc.) that the tenderer plans to use for the execution of the services in Phase II, specifying categories in addition to the resource categories already declared in the offer Phase I;
- for each resource category, the minimum guaranteed quantity of resources for the execution of the services in Phase II;
- the list shall also contain resources categories for that are expected to be used in Phase III and that have not been declared in the Phase I offer
- the unit price for each resource category.

The list shall include only the resource categories that are inseparable from and indispensable to deliver the R&D services that are executed through the present contract.

**Tenderers are bound to maintain the unit prices declared in the Financial offer for the entire duration of the Framework Agreement.**

### 6.3 DECLARATION OF SUBCONTRACTING

Section 11.3 of the Tender Regulation is hereby referenced in its entirety.

If the Contractor intends to subcontract part of the activities to be awarded, within the maximum limit of 30% of the contractual price, such company, when submitting its offer, shall **declare the activities it intends to subcontract and the measure of subcontracting** (in accordance with the module referred to in **Annex 2** to this Invitation Letter).

The declaration of subcontracting, compliant with the indicated conditions, shall be inserted in the envelope containing the financial offer.

## 7 APPROXIMATE TIMETABLE

The following table provides the summary of scheduled time table of the transition from Phase I to II:

DATE	ACTIVITY
22 December 2016, 12:00 a.m. CET	Deadline for the submission of offer for Phase II
22 December 2016, 15:00 a.m. CET	Opening of Parcels
16 January 2017	Phase II execution starts
15 March 2017	Mid-term delivery

June 2017	End of Phase II
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**Table 1: “Timetable transition from Phase I to Phase II”**

The Authority reserves the right to adjust the time schedule, if necessary. This will be communicated timely with tenderers.

## 8 EVALUATION OF OFFERS

The offers submitted for Phase II will be evaluated by the Evaluation Committees, to be appointed by the Lead Contracting Authority after the expiry of the deadline for the submission of such offers, in accordance with the procedure already specified in the Section 14 of the Tender Regulation.

The offers will be evaluated according to the Section 15 of the Tender Regulation document, based on criteria and weighting factors reported below.

### 8.1 AWARDING CRITERION

Phase II tender is awarded on the basis of **the most advantageous economic tender**, from a total of 100 points, assigned as follows:

- a) Technical offer: maximum score 80
- b) Financial offer: maximum score 20

The same criteria will be applied to the awarding of Phase III.

### 8.2 EVALUATION OF THE TECHNICAL OFFER

Maximum of 80 points will be assigned to the Technical offer, on the basis of the evaluation criteria specified in the following table. The Table defines the following criteria: Challenge, Impact, Security and Quality. Each Criteria is further detailed in sub-criteria. Last column of the table defines the minimum score that the offer evaluation shall overcome in order to be eligible **for the award of the Phase II executive deed**. Minimum scores are associated to the following criteria: Challenge, Security and Quality. A more detailed description of the sub-criteria is in Paragraph 8.6 of the document “Tender regulation version 1.1.

	Evaluation Criteria (CRITERIA and SUB-CRITERIA)	WEIGHTS PHASE I	WEIGHTS PHASE II	WEIGHTS PHASE III	MINIMUM SCORE
<b>C</b>	Challenge	20	19	19	>50%

<b>C1</b>	Likelihood to meet the challenges of the lot	5	7	9	
<b>C2</b>	Overall contribution to realize the Usage scenario described in Section 1.4 of the "Annex IV(A): Challenges and general requirements	2	3	4	
<b>C3</b>	Degree of fulfilment of the challenge	4	3	3	
<b>C4</b>	Innovation level (motivation by bidders)	9	6	3	
<b>I</b>	Impact	25	13	10	N.A.
<b>I1</b>	Impact on (digital) society, multiplier effects	7	3	1	
<b>I2</b>	Impact on government cloud adoption	7	3	1	
<b>I3</b>	Public sector service impact	5	2	2	
<b>I4</b>	Commercialisation and exploitation plan of IPR	2	2	3	
<b>I5</b>	Proposed sharing of risk and benefits	4	3	3	
<b>S</b>	Security	13	23	22	>50%
<b>S1</b>	Risk assessment impact (C, I, A dimensions)	0	3	1	
<b>S2</b>	Risk analysis	5	6	6	
<b>S3</b>	Risk mitigation measures	4	6	6	

<b>S4</b>	System management security	0	3	3	
<b>S5</b>	Operational security, proposed certifications	4	5	6	
<b>Q</b>	Quality	22	25	29	>50%
<b>Q1</b>	Portability, applicability in different architectures	9	6	5	
<b>Q2</b>	Bid document quality, focus on challenge and solution	5	3	3	
<b>Q3</b>	Quality of project plan, resources allocation, acceptance plan	2	3	6	
<b>Q4</b>	Alignment with EU standards and legislation	2	2	1	
<b>Q5</b>	Resilience and target service SLA	0	3	4	
<b>Q6</b>	Completeness of the proposed prototypes and pilot	2	3	4	
<b>Q7</b>	Early/continuous quality assurance	2	2	3	
<b>Q8</b>	Performance and end-user experience	0	3	3	
	Total	80	80	80	

**Table 2: “Evaluation Criteria: criteria and sub-criteria (Lot 1,2,3)”**

Each member of the Technical Evaluation Committee will assign to each of the sub-criteria an assessment made by a coefficient between 0 and 1, giving motivation, as shown in table 4.

SCORES	SUMMARY JUDGEMENTS	DESCRIPTION	MOTIVATION
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1	Outstanding	Close to perfection, add significant added value in addition to the required feature	
0,9	Excellent	All important aspects are present and the described solution is very convincing	
0,8	Very good	All important aspects are present and the described solution is convincing	
0,7	Good	All important aspects are present, without doubts	
0,6	Almost good	All important aspects are present, but some aspects may raise doubts	
0,5	Fair	All important aspects are present, but the described solution may not convince	
0,4	Weak	The described solution is not convincing	
0,3	Very weak	Some important aspects are missing	
0,2	Negative	Multiple important aspects are missing	
0,1	Negative	Almost all important aspects of are missing	
0	Negative	None of the aspects of the requirements are met	

**Table 3: "Summary judgments"**

The value of the temporary coefficient  $B_i$  (where  $i$  is the sub-criteria) will be determined by the average of the coefficient received by the members of the Technical Committee. That so determined temporary coefficient will be rounded down to the second decimal place.

The score will be assigned to each sub-criteria  $i$  by applying the following formula:

$$(B_i * Q_i)$$

where:

**$B_i$**  = coefficient between 0 and 1, assigned according to Table 3

**$Q_i$**  = weight (single weight) assigned to each sub-criterion (as described in 2)

The calculation for the assignment of all scores will take into account the first two decimal numbers.

The sum of the partial scores assigned to each sub-criteria of the four criteria will determine the overall score awarded to each of the four criteria: Challenge, Impact, Security and Quality. An offer that does not reach the minimum score related to any of the three criteria: Challenge, Security and Quality, will be not be considered for the awarding of the Framework Contract and will be excluded from any other evaluation.

The sum of the partial scores given to each sub-criteria will determine the final score assigned to the technical offer, according to the following formula:

$$P_{tec\_A} = \sum (B_i * Q_i)$$

### 8.3 EVALUATION OF THE FINANCIAL OFFER

The Technical Evaluation Committee will open the envelope containing the financial offer for those companies who reached in the technical offer evaluation, **the minimum scores provided in Table 2.**

The score related to the "Financial Offer" criterion will be determined as follows:

- the maximum price allowed for the Lot is identified as ( **$V_{max}$** );
- $V_{o\_A}$  is the financial offer related to the Research and development project;
- the financial score will be assigned to the financial offer  $V_{o\_A}$  according to the following formula:

$$P_{fin\_A} = P_{max\_A} * \frac{V_{max} - V_{o\_A}}{V_{max}}$$

Where:

- **$P_{fin\_A}$**  is the score assigned to the financial offer related to the research and development project;

- **$P_{max\_A}$**  is the maximum score to be assigned to the offer (**20 points**).

## 8.4 EVALUATION OF THE TOTAL OFFER

The final score will be assigned to each offer as follows:

$$P_{tot\_A} = P_{tec\_A} + P_{fin\_A}$$

The calculation for the assignment of all scores will take into account the first two decimals, without rounding.

## 8.5 FINAL CLASSIFICATION

The output of the evaluation procedure is the list of offers that have reached the minimum technical score, ordered by score from the higher (rank first) to the lower.

The bidders will be awarded from the first in the list to the last one. Each bidder will be awarded with its offered price.

The list will be scrolled until one of the following situation occurs:

1. the maximum number of awarded bidders has been reached

**OR**

2. the residual amount of available resources for the first phase of the lot is less than the price offered by the Tenderer.

## 8.6 SUB CRITERIA NOTES

Following table gives further explanation on some of the criteria and specific evaluation methods. The table refers also to the Questionnaire enclosed in "ANNEX III to the Contract Notice: template for technical offer".

ID	Detailed description	AWx Evaluation method comment
<b>C</b>	<b>Challenge</b>	
C1	Likelihood to meet the challenges for the lot	Evaluators will use the description of the proposed solution.  The questionnaire item Q-C1 also lets the bidders explain why proposed approach is likely to succeed in solving the challenge.
C2	Overall contribution to realize the Usage scenario described in Section 1.4 of the	Evaluators will use the description of the proposed

	"Annex IV(A): Challenges and general requirements	<p>solution.</p> <p>The questionnaire item Q-C1 also lets the bidders explain why proposed approach is likely to succeed in solving the challenge.</p>
C3	Degree of fulfillment of the challenge	The answers to question Q-C3 will be used to assess this criterion
C4	Innovation level PCP is a means of funding research that will lead to innovation. Bidders are expected to explain why their proposed solution is not classical service development that just builds on existing products and services.	The evaluators are expected to assess whether the proposed solution requires sufficient research and leads to innovation. See question Q-C4.
<b>I</b>	<b>Impact</b>	
I1	Impact on (digital) society in Europe; Multiplication effects in other areas	Evaluation is mainly based on answer to question Q-I1
I2	Impact on government cloud adoption	Evaluation is mainly based on answer to question Q-I2
I3	Public sector service impact	Evaluation is mainly based on answer to question Q-I3
I4	Commercialization plan and exploitation of IPR	<p>Evaluation is mainly based on answer to question Q-I3</p> <p>Creating new business opportunities, especially in Europe will be one of the important aspects.</p> <p>Exploitation of IPR can be done in many ways, by protecting and exploiting it, or by opening it to the public. In the latter case, the plan has to show that opening the IPR creates new business opportunities or makes government more efficient.</p>
I5	Proposed sharing of risk and benefits  This criterion tries to represent procurer interest and future benefits procurers and other government agencies may receive as compensation for the funding of the	<p>Evaluators will use the answer to questionnaire question Q-I5 to assess the value of the proposed compensation/sharing/reduction in license costs for future products.</p> <p>The evaluation team will try to translate the proposals</p>



	innovation.	to a 'value' represented in the generic scoring scale table.
<b>S</b>	<b>Security</b>	
S1	<p>The bidder is expected to make a risk impact assessment for the proposed solution (not for the project) in order to determine the damage level for <i>Confidentiality, Integrity and Availability</i> breaches. A separate assessment is required for the 3 dimensions C, I, A.</p> <p>S1 focuses on the sensitivity of the applications and its data, not on the technical implementation.</p> <p>The impact analysis must be used as a base to plan appropriate organizational, operational and technical security measures that should be used in future production deployments.</p> <p>In addition to the risk impact level for the C, I, A dimensions, the desired RPO (recovery point objective) and RTO (recovery time objective) need to be negotiated. The bidders should make an initial proposal in their offer</p> <p>For phase1, bidders are allowed to use a EU member state national risk assessment scale (e.g. UK's HMG IA Standard nr. 1, appendix A), for later phases, <i>Cloud for Europe</i> may impose another certain risk impact scale.</p> <p>In a normal procurement, the contracting authority determines the impact level and RPO/RTO objectives, in the PCP context, this is a joint effort.</p>	<p>A first draft risk impact analysis for the 3 dimensions (C, I, A) should already be present in the bid for Phase II and III.</p> <p>Evaluation is mainly based on answer to question Q-S1</p>
S2	<p>Risk analysis</p> <p>In contrast to S1, S2 focuses on the nature of the risks related to the proposed solution</p>	<p>Evaluation is mainly based on answer to question Q-S2</p> <p>Bidders are expected to at least explain the risk analysis they will perform. An initial risk analysis in the bid is an</p>

	(not on the impact level of a breach as in S1). The bidders are expected to document how they perform the risk analysis for the project and the resulting service.	<p>additional advantage.</p> <p>For Phase II and especially for Phase III a outline for the risk analysis must already be part of the bid.</p> <p>Verification will also be done during acceptance tests (ACx)</p>
S3	<p>Risk mitigation measures</p> <p>For the risks identified in S2, explain which countermeasures will be taken (both project and service related risks).</p>	<p>Evaluation is mainly based on answer to question Q-S3 and Q-S4.</p> <p>For phase1, this answer can be brief or focus on the methodology that will be used.</p> <p>For phase2 and phase3, the most important measures must already be described in the bid.</p>
S4	<p>System management security</p> <p>Applications are not only vulnerable; we also must make sure that the way in which the application and underlying infrastructure layer is protected.</p>	<p>Evaluation is mainly based on answers to question Q-S3 and Q-S4</p>
S5	<p>Operational security, proposed certifications (for the service or for the underlying infrastructure layers) foreseen for the piloting phase.</p>	<p>Evaluation is mainly based on answers to question Q-S5</p>
<b>P</b>	<b>Price</b>	
P1	Price current phase	<p>Price will be evaluated independently from the other dimensions/criteria.</p> <p>For the price criterion, the definitions of the generic scoring scale are not applicable. There is a maximum price for the different phases. A price greater than the maximum price (<i>Pmax</i>) will lead to exclusion.</p>
<b>Q</b>	<b>Quality</b>	
Q1	Avoiding lock-in, portability and	<p>Evaluation is on an assessment by the evaluators,</p>

	<p>applicability in different architectures.</p> <p>Avoiding lock-in is a key consideration when adopting cloud services. This can be achieved in many ways, but relying on a single service provider without alternative may be very dangerous.</p> <p>Solutions that by design can be supported by multiple cloud providers can overcome this concern.</p>	<p>considering also the answer to question Q-Q1</p> <p>Evaluators will base their score on considerations like:</p> <ul style="list-style-type: none"> <li>• How easy is it to re-implement the same solution in case the service provider goes out of business or cannot be used anymore for other reasons</li> <li>• How independent is the application layer from the underlying infrastructure layer</li> <li>• Is the product based on open API's</li> <li>• Does the IPR for the solution foresee licensing to other cloud providers (at a reasonable cost)</li> <li>• Is synchronization of data to another (disaster recovery provider) possible</li> <li>• Will the proposed solution be supported by current cloud brokers</li> </ul>
Q2	<p>Bid document quality, focus on challenge and proposed solution</p>	<p>Evaluators will appreciate:</p> <ul style="list-style-type: none"> <li>• Clear descriptions of the efforts and commitments</li> <li>• Simple document structure compliant with the structure of the RFP questionnaires</li> <li>• Non-essential information should be placed in annex</li> <li>• Areas of non-compliance with RFP requirements should be clearly marked</li> </ul>
Q3	<p>Quality of project plan, resources allocation, acceptance plan</p> <p>Please note that due to the innovative nature of PCP projects, acceptance tests are not expected to prove that the prototype and development efforts have succeeded. The acceptance plan proposal should at least prove that a significant effort has been done to address the challenge and that competent resources have addressed the challenge.</p>	<p>Evaluation mainly based on answer to question Q-Q3</p>
Q4	<p>Alignment with EU standards and legislation</p>	<p>Mainly based on answer to question Q-Q4</p>

	<p>(data protection).</p> <p>(assuming the solution processes government and citizen data)</p>	<p>The proposed solution must be compliant with all EU data protection standards and legislation regarding security and data protection.</p>
Q5	<p>Resilience and target service SLA</p> <p>The proposed solution must be inherently resilient so that a high availability SLA can be reached.</p> <p>Other (non-availability related) SLA KPI's are also important, cross-border multi-language applications have some additional SLA challenges (service desk, incident response, ...)</p>	<p>Evaluation based on design description Q-G1 and question Q-Q5</p>
Q6	<p>Scope of the proposed prototypes and pilot</p>	<p>Evaluation is based on the general description and on the answer to question Q-Q6</p> <p>Bids will obtain a good score</p> <ul style="list-style-type: none"> <li>• if the move from pilot to a full production version does not require a full architecture redesign</li> <li>• or if a realistic assessment has been made by the bidder and the bidder is planning to continue the development from pilot to product/service</li> </ul>
Q7	<p>Early/continuous quality assurance</p> <p>The bidders are expected to use early / continuous quality assurance tools. Example proposals that may lead to a better evaluation for this criterion:</p> <ul style="list-style-type: none"> <li>• Use of "Quality gates" or similar techniques for early quality assurance</li> <li>• Propose site visits to development site to assess security awareness of development team</li> <li>• ...</li> </ul>	<p>Evaluation is mainly based on answer to question Q-Q7</p>

Q8	Performance and end-user experience	Evaluation partly based on the answer to question Q-Q8
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**Table 4: Sub-Criteria Notes**

## 9 DEPOSIT TO BE GUARANTEED FOR PHASE II

Section 17 of the Tender Regulation is hereby referenced in its entirety.

For the purpose of signing the Executive Deed for Phase II, the Contractors will be asked to guarantee a deposit equal to the 2% of the contractual amount related to Phase II, of the relative lot. AGID will then release the deposit guaranteed by the Contractor in Phase I.

Such deposit shall be provided within 20 (twenty) days from AGID request.

The failure to establish the deposit entails the awarding revocation from AGID, which will be entitled to award the pre-commercial procurement to the tenderer who follows in the list.

## 10 MID-TERM DELIVERY

The Contractor has the option to perform one delivery of partial results during the execution of Phase. This delivery of results is named "Mid-term delivery".

In case, the Contractor shall deliver the Mid-term results within the 15<sup>th</sup> of March, 2017.

The Mid-Term results shall comprehend at least a report and a description of the reached results. The results can be delivered also through a document in the form of slides.

Where the Contractor decides to perform the Mid-Term delivery:

- the Mid-term results are part of the "Results" as defined in the C4E Framework agreement and its addendum
- the terms of payments are ruled according to the provisions of the C4E Framework Agreement, its addendum and the provisions in the following Section 11, letter b) of the present document.

## 11 TERMS OF PAYMENTS FOR PHASE II

Notwithstanding the provisions contained in article 13 of the Framework Agreement ("Consideration, accounting and payments"), payments for the Contractor's Services for Phase II will be made according to the following provisions.

The contractual amount related to Phase II will be paid within 30 (thirty) days end of the month of the invoice's date of receipt. This amount may be invoiced:

a) by the Contractor to AGID at the end of Phase II,

or, in case the Contractor choose the "Mid-term delivery" option:

b) by the Contractor to AGID:

- A first invoice with 75% (seventy five) of the contractual amount to be issued after the positive verification of the Mid-term delivery;
- A second invoice with 25% (twenty five) of the contractual amount to be issued after the positive verification of the final delivery;

The Contractor shall not be entitled to receive the first payment (75% of the contractual amount related to Phase II) until AGID has approved the Mid-term delivery.

In case AGID should not approve the Mid-term results, the Contractor may receive the full contracted amount provided for Phase II (100%) at the end of the Phase, upon positive verification of the Contractor's results delivered at the end of Phase II.

The Contractor shall not be entitled to receive the invoice payment until AGID has received and approved the documents evidencing the performed activities.

## 12 REQUEST FOR CLARIFICATION

Any clarification, procedural and technical information can only be requested in writing, even via email or fax, to the following address:

**Agenzia per l'Italia Digitale (AGID)**

**Via Liszt, 21**

**00144 ROMA, ITALY**

**Email: C4E-tender@agid.gov.it**

**Fax no: +39.(0)6.85264.372**

Strictly by no later than the 14 of December, 2016. The requests must indicate the names of the Companies representatives, their telephone numbers, email address or fax numbers. Responses to queries and requests that AGID may consider of general interest will be published anonymously, without reference to the person and or company that made the query or posed the request, on the AGID website at [www.agid.gov.it](http://www.agid.gov.it) at least 6 days prior to the deadline for submitting the offers. Agenzia per l'Italia Digitale – AGID

The General Director

Mr. Antonio Samaritani

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# ANNEXES



**13 ANNEX 1 DECLARATION OF PARTICIPATION**

*SAMPLE DECLARATION OF PARTICIPATION PHASE II*

SELF-EXECUTED AFFIDAVIT AND CERTIFICATION

(Presidential Decree no. 445, December 28, 2000)

Subject: PHASE 2: RESEARCH AND DEVELOPMENT PROJECT (*PRE COMMERCIAL PROCUREMENT*) ON “Cloud for Europe” – CIG: <> – CUP: C58I13000210006

I, the undersigned \_\_\_\_\_

*[surname and name]*

born in \_\_\_\_\_ (\_\_\_\_\_), on \_\_\_\_\_

*[state] [city] [date]*

resident in \_\_\_\_\_ (\_\_\_\_\_),

Street \_\_\_\_\_, no. \_\_\_\_\_

*[place] [city] [address]*

on behalf of the Tenderer “ \_\_\_\_\_ ”

with registered office in \_\_\_\_\_ (\_\_\_\_\_),

Street \_\_\_\_\_, no. \_\_\_\_\_

*[state] [city] [address]*

in my capacity of:

*[please tick the appropriate box]*

Owner or Legal representative, or

This project has received funding from the European Union’s Seventh Framework Programme for research, technological development and demonstration under grant agreement no 610650.





- under Special/General power of attorney

participating in the Call for tender in subject in my capacity of:

*[please tick the appropriate box]*

- Individual Company (let. a), art. 34, Code of public contract);
- Company (let. a), art. 34, Code of public contract), specify type of Company:

\_\_\_\_\_;

- Lead company of Temporary grouping of Companies (let. d), art. 34, Legislative Decree no.163/2006):
  - incorporated
  - to be incorporated (only in case of added participants)
- Lead company of a Consortium established under the DESCA Consortium Agreement;
- Other, specified as follows: .....

**HEREBY DECLARE**

To participate in the procedure for the signing of the Phase 2 Executive Deed

- with the same composition of economic operators declared in the request for participation submitted in Phase 1;
- with the following changes in the composition of the Consortium/Temporary Grouping of Companies declared in the request for participation submitted in Phase 1:

<b>Economic Operators leaving the Consortium/Temporary Grouping of Companies</b>
<i>Denomination</i>
<i>Denomination</i>

<b>New Economic Operators in addition/replacing Companies already qualified for Phase 1</b>
---

<i>Denomination</i>
<i>Denomination</i>
....
<b><i>(PLEASE NOTE THAT EACH NEW ECONOMIC OPERATOR SHALL SUBMIT ANNEXES A, B, C, D, and E OF THE TENDER REGULATION)</i></b>

Under my own personal responsibility, fully aware that in the case of fraudulent statements the penalties provided by law shall apply, pursuant to article 76 of Presidential Decree no. 445 28.12.2000:

1. That pursuant to and by effect of article 13, Law no. 196/2003, I am aware that personal data gathered will be handled using IT and other tools exclusively within the framework of the procedure for which this statement is being issued;
2. That I am aware that AGID reserves the right to undertake *ex officio* procedures to check - including on a sample basis - the accuracy of declarations;

Pursuant to and by effect of article 79, sub-section 5-*quinquies*, Legislative Decree no. 163/06, state as my address \_\_\_\_\_ and specify the following email address, certified email address (only for economic operators established in Italy) and/or fax number \_\_\_\_\_ to receive procedure-related communications.

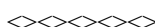
\_\_\_\_\_, \_\_\_\_\_

*[place and date]*

Signature \_\_\_\_\_

*[stamp and legible signature]*

for the Company \_\_\_\_\_



- *N.B. A copy of the signatory's ID document shall be enclosed to this sample request. (I.D. Card/ Driving license /Passport).*

- *N.B each page of this sample statement shall be accompanied by the company's stamp and the legal representative's initials.*

## 14 ANNEX 2 FINANCIAL OFFER FOR PHASE II – SAMPLE

The envelope no. 2 <PHASE II: REALIZATION OF A PRE-COMMERCIAL PROCUREMENT R&D PROJECT FOR “Cloud for Europe – lot no. 3” CIG: <602781022C> – CUP: <C58I13000210006> shall contain, under penalty of exclusion, a Declaration of offer drawn up as follows.

<p><b>DECLARATION OF OFFER</b></p> <p>Subject: RESEARCH AND DEVELOPMENT PROJECT (PRE COMMERCIAL PROCUREMENT) ON  “Cloud for Europe” - CIG: &lt;602781022C&gt; – CUP: &lt;C58I13000210006&gt;</p> <p>I, the undersigned _____  <i>[surname and name]</i></p> <p>born in _____ (_____), on _____  <i>[state] [city] [date]</i></p> <p>resident in _____ (_____),  street _____, no. _____  <i>[place] [city] [address]</i></p> <p>on behalf of the Tenderer “ _____ ”</p> <p>with registered office in _____ (_____),  street _____, no. _____  <i>[state] [city] [address]</i></p> <p>in my capacity of:  <i>[please tick the appropriate box]</i></p> <p><input type="checkbox"/> owner or Legal representative, or</p>
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- under Special/General power of attorney

participating in the Call for tender in subject in my capacity of:

*[please tick the appropriate box]*

- Individual Company (let. a), art. 34, Code of public contract);
- Company (let. a), art. 34, Code of public contract), specify type of Company:

\_\_\_\_\_;

- Lead company of Temporary grouping of Companies (let. d), art. 34, Legislative Decree no.163/2006):
  - incorporated
  - to be incorporated (only in case of added participants)
- Lead company of a Consortium established under the DESCA Consortium Agreement;
- Other, specified as follows: .....

HEREBY UNDERTAKE

o To fulfil all the obligation provided by the Framework Agreement draft, in the Contract Notice for the Realization of a Research and Development Project (PRE COMMERCIAL PROCUREMENT) on “Cloud for Europe – lot no. 3” - CIG: <602781022C> – CUP: <C58I13000210006>, in the Tender Regulation, in the document “Technical Specifications”, in the “Request for participation” and in the enclosed declarations, in this Invitation Letter, in all other documents attached or complementary to the aforementioned documents, and in all the other deeds related to the “Realization of a Research and Development Project (Pre-Commercial Procurement) on “Cloud for Europe – lot no. 3” CIG: <602781022C> – CUP: <C58I13000210006> by issuing the following financial offer. The overall total amount (in Euro) identified for completing “Phase two”, related to the Prototype development under penalty of exclusion, shall be indicated, in numbers and letters:

• Amount in Euro, in numbers and letters: _____	<i>[numbers]</i>
_____	<i>[letters]</i>

- **Increased offers compared to the maximum amount will not be accepted** [which, for Phase II, is equal to € 138.667,00 (one hundred thirty-eight thousand six hundred and sixty-seven/00), V.A.T. excluded], for lot 3, partial or conditioned.
- The calculation for the assignment of all scores will take into account the first two decimals
- The Estimated Full Price is the price that it would have been quoted if Intellectual Property Rights resulting from the execution of Phase II were fully retained by the Procuring Entity. The estimated Full Price shall be indicated in numbers and letters:

· Amount in Euro, in numbers and letters: \_\_\_\_\_  
*[numbers]*

\_\_\_\_\_  
*[letters]*

**Tenderers are bound to maintain the unit prices declared in the Financial offer for Phase I for the entire duration of the Framework Agreement.**

The breakdown into cost categories and unit prices for each cost category contains:

- the list of R&D resource categories (e.g. junior, senior researchers, developers, testers, etc.) that the tenderer plans to use for the execution of the services in Phase II, specifying categories in addition to the resource categories already declared in the offer Phase I;
- for each resource category, the minimum guaranteed quantity of resources for the execution of the services in Phase II;
- the unit price for each resource category.

The list includes only the resource categories that are inseparable from and indispensable to deliver the R&D services that are executed through the present contract.

Description of the resource category	Description of the unit (hour, day/person, number of...)	Unit price (in numbers, Euro)	Minimum guaranteed quantity of resources for the execution of the services in Phase II


The following list shall also contain resources categories that are expected to be used in Phase III and that have not been declared in the Phase I offer.

Description of the resource category  (to be used in Phase II, not declared in the Phase I offer)	Description of the unit (hour, day/person, quantity...)	Unit price (in numbers, Euro)

- There are no security charges deriving from interferential risks, pursuant to article 26 of Legislative Decree no. 81/2008.
- The undersigned, in addition, by accepting all terms and conditions specified in the Tender

documents, furthermore state:

- that the offer is irrevocable and binding until the 180° (one hundred eightieth) day after the deadline scheduled for the submission of offers;
- that such offer shall not bind in any way AGID;
- to have full knowledge of all the general and special circumstances which can affect the performance of all the services covered by this Tender and that such circumstances have been taken into account in determining the demanded amount, which is considered remunerative;
- to apply the same conditions for any additional integrative activities that AGID may request, within the limits provided for Public Administration;
- to acknowledge that the deadlines set out in the entire tender documentation referred to the time of performance of the services covered by the tender shall be considered, to all effects, essential terms pursuant to article 1457 of the Italian Civil code;
- that the “Technical Specification” document, as well as the other Tender documents, will form integral and substantial part of the Contract to be stipulated with AGID.

\_\_\_\_\_, \_\_\_\_\_  
*[place and date]*

Signature \_\_\_\_\_

*[stamp and legible signature]*

for the Company \_\_\_\_\_

◇◇◇◇◇◇◇◇

- *N.B. In case of Tenderers participating by way of Temporary Grouping of Companies/Consortia/E.E.I.G./Business Network Contracts, not incorporated yet, pursuant to article 37, sub-section 8, Code of public contract, for the purpose of signing in solido the offer, on behalf of the Tenderers grouped companies.*

Signature \_\_\_\_\_

*[stamp and legible signature]*

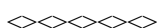


for the Company \_\_\_\_\_

Signature \_\_\_\_\_

*[stamp and legible signature]*

for the Company \_\_\_\_\_



*N.B. A copy of the signatory's ID document shall be enclosed to this sample request. (I.D. Card/ Driving license /Passport).*

*N.B. **each page** of this sample statement shall be accompanied by the **company's stamp** and the **legal representative's initials**.*

## 15 ANNEX 3 – DECLARATION OF SUBCONTRACTING

### SAMPLE DECLARATION OF SUBCONTRACTING PHASE II

(TO BE ENCLOSED IN ENVELOPE NO. 3 "FINANCIAL OFFER")

- In case of Temporary Grouping of Companies/Consortia/E.E.I.G./Business Networks Contracts not incorporated yet, the Legal representative of each grouped company shall sign this declaration.
- In case of Temporary Grouping of Companies/Consortia/E.E.I.G./Business Networks Contracts already incorporated, such single declaration shall be signed only by the Legal representative of the Lead grouped company, or by a person acting under special/general power of attorney, in its own name and on behalf of the other grouped company.

#### SELF-EXECUTED AFFIDAVIT AND CERTIFICATION

(Presidential Decree no. 445, December 28, 2000)

Subject: RESEARCH AND DEVELOPMENT PROJECT (*PRE COMMERCIAL PROCUREMENT*) ON  
 "Cloud for Europe" - Tender number: 5843932 – CUP: <C58I13000210006>

I, the undersigned \_\_\_\_\_

*[surname and name]*

born in \_\_\_\_\_ (\_\_\_\_\_), on \_\_\_\_\_

*[state] [city] [date]*

resident in \_\_\_\_\_ (\_\_\_\_\_),

street \_\_\_\_\_, no. \_\_\_\_\_

*[place] [city] [address]*

on behalf of the Tenderer " \_\_\_\_\_ "

with registered office in \_\_\_\_\_ (\_\_\_\_),  
street \_\_\_\_\_, no. \_\_\_\_\_  
*[state] [city] [address]*

participating in the Call for tender in subject in my capacity of:

*[please tick the appropriate box]*

- Individual Company (let. a), art. 34, Code of public contract);
- Company (let. a), art. 34, Code of public contract), specify type of Company:

\_\_\_\_\_;

- Lead company of Temporary grouping of Companies (let. d), art. 34, Legislative Decree no.163/2006):
  - incorporated
  - to be incorporated (only in case of added participants)
- Lead company of a Consortium established under the DESCA Consortium Agreement;
- Other, specified as follows: .....

**HEREBY DECLARE**

Under my own personal responsibility, fully aware that in the case of fraudulent statements the penalties provided by law shall apply, pursuant to article 76 of Presidential Decree no. 445 28.12.2000:

1. that the Company, in case of awarding, will not subcontract any of the activities covered by this Tender;

*[or]*

That the Company, in case of awarding, intends to subcontract, within the limits provided by article 118 of Code of public contract and further amendments, the following activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to economic operators which are in possession of the relevant requirements, and to whom prohibition

under article 10 of Law no. 575/65 and subsequent amendments do not apply, pursuant to the specific conditions provided by the Tender Regulation, the Framework Agreement draft, and by article 118 of Code of public contract.

In case of Temporary grouping of Companies/Consortium, E.E.G.I./Business Network Contracts incorporated and/or to be incorporated:

2. that the Temporary grouping of Companies/Consortium/E.E.G.I./Business Network Contracts, as a whole, will not subcontract any of the activities covered by this Tender;

*[or]*

that the Temporary grouping of Companies/Consortium/E.E.G.I./Business Network Contracts, as a whole, in case of awarding, intends to subcontract, within the limits provided by article 118 of Code of public contract and further amendments, the following activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to economic operators which are in possession of the relevant requirements, and to whom the prohibitions under article 10 of Law no. 575/65 and subsequent amendments do not apply, pursuant to the specific conditions provided by the Tender Regulation, the Framework Agreement draft, and by article 118 of Code of public contract.

#### AND FURTHERMORE STATE

3. That pursuant to and by effect of article 13, Law no. 196/2003, I am aware that personal data gathered will be handled using IT and other tools exclusively within the framework of the procedure for which this statement is being issued;
4. that I am aware that AGID reserves the right to undertake *ex officio* procedures to check - including on a sample basis - the accuracy of declarations.

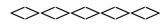
\_\_\_\_\_, \_\_\_\_\_

*[place and date]*

Signature \_\_\_\_\_

*[stamp and legible signature]*

for the Company \_\_\_\_\_



- *N.B. A copy of the signatory's ID document shall be enclosed to this sample request. (I.D. Card/ Driving license /Passport).*
- *N.B **each page** of this sample statement shall be accompanied by the **company's stamp** and the **legal representative's initials**.*

**16 ANNEX 4 – PHASE II EXECUTIVE DEED – DRAFT**

REALIZATION OF A RESEARCH AND DEVELOPMENT  
PROJECT (PRE-COMMERCIAL PROCUREMENT) ON  
“CLOUD FOR EUROPE”

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# EXECUTIVE DEED PHASE II

[FEDERATED CERTIFIED SERVICE BROKERAGE (FCSB) – LOT N. 3]

TENDER NUMBER <5843932>

CUP <C58I13000210006>

CIG <602781022C>

CLOUD FOR EUROPE

FP7-610650

**EXECUTIVE DEED NO. <C4E.<>.<>/2016> – PHASE II (two)**

between

(1) **Agenzia per L'Italia Digitale - AGID**, with registered office in Roma, Italy, Via Liszt 21, 00144, C.F. and Chamber of Commerce registration number, and VAT number <97735020584>, (hereinafter referred to as "**AGID**" or "**Lead Contracting Authority**")

- Acting in its own name and on its own behalf as well as in name and on behalf of the following entities:
  - a) **Ministerie van Financiën, Directoraat Generaal Belastingdienst**, Postbus 20201, 2500 EE, The Hague, The Netherlands;
  - b) **Entidade de Serviços Partilhados da Administração Pública, I.P. (ESPAP)**, Av. Leite de Vasconcelos 2, Alfragide, 2614 – 502 Amadora, Portugal;
  - c) **Institutul National de Cercetare-Dezvoltare in Informatica – ICI Bucuresti**, acting on behalf of the Ministry for information society, 8-10, Mareşal Averescu Avenue, 011455, Bucharest, Romania;
  - d) **Ministerstvo financií Slovenskej republiky**, Štefanovičova 5, P.O.Box 82, 817 82 Bratislava 15, Slovakia;

And

(2) <>, with registered office in <>, <>, <> and C.F. <>, VAT number <>

(The "**Contractor**").

*Whereas:*

- With the act <> of AGID, the above mentioned Company has been declared as the awarding company of the "Contract notice for the realization of a Research and Development project (pre-commercial procurement) on "Cloud for Europe" CIG: <602781022C>, CUP: <C58I13000210006>;
- On the <> of <> 2016, AGID and the Contractor signed the Framework Agreement, which, in accordance with article 6, provides that the Contractor shall proceed with the performance of the activities in accordance with the Phase Executive Deeds, which constitutes integral and substantial part of the Agreement.

The conditions for the execution of the assignment subject of this Executive Deed, in accordance with article 6, section 5 of the Framework Agreement, are expressed as follows.

## **1. SCOPE**

Specifically, the scope of this Executive Deed is the execution of the Phase II of Lot 2 "Secure, Legislation – Aware Storage (SLAS)".

## **2. DURATION**

This Executive Deed is effective from the day after the signature and has a duration of five months.

At the end of this Executive Deed, in accordance with article 10 of the Framework Agreement, AGID reserves its right to execute the verification of the performed activities, within the condition specified therein.

### **3. CONDITIONS FOR THE EXECUTION OF ACTIVITIES**

The activities set out in paragraph 1 shall be carried out according to the procedures and terms specified in the present Executive Deed, in the Framework Agreement, in the Contract notice and its annexes, in the documents "Technical Offer" and document "Financial Offer" for Phase II submitted by the Contractor and in the Invitation Letter for Phase II.

With regard to the operational needs agreed by the Parties, the activities will take place both at the operational headquarters of AGID, either at the premises of the Contractor, and in any event at any other venue agreed upon by the Parties.

### **4. LICENCE TO USE AND INTELLECTUAL PROPERTY RIGHTS.**

In accordance with provisions of articles 25 and 26 of the Framework Agreement, the Contractor undertakes to grant AGID and the other Contracting Authorities, an irrevocable, worldwide, royalty-free, non-exclusive license to use, at no additional costs, the results of what has been achieved with regard to the Research and Development Project, immediately following the date of the verification report provided by article 10.

### **5. TERMINATION**

The Cases and terms of termination are provided by article 29 of the Framework Agreement.

### **6. INDIVIDUALS IN CHARGE OF THE ACTIVITIES**

In relation to the activities provided by this Executive Deed, the persons in charge of the activities <>, on behalf of the Contractor; the persons in charge on behalf of AGID will be communicated within 5 days from the date of effectiveness of the present Executive Deed.

### **7. CONSIDERATIONS**

The maximum amount not guaranteed for the activities of this Executive Deed is equal to € <>, excluding V.A.T.

Provisions regarding "Considerations" and in particular article 13 of the Framework Agreement shall apply herein.

### **8. ACCOUNTING AND PAYMENTS**

Terms related to the accounting and payments are regulated in article 13 of the Framework Agreement ("Consideration, accounting and payments").

The contractual amount related to Phase II shall be invoiced (*Please note that Contractors will select option "a" or "b" before the signing of Phase II Executive Deed*):



a) by the Contractor to AGID at the end of Phase II, within 30 (thirty) days end of the month of the invoice's date of receipt;  
or

b) by the Contractor to AGID in two invoices, with the following terms of payments:

- 75% (fifty percent) of the contractual amount to be paid within 30 (thirty) days end of the month of the invoice's date of receipt;
- 25% (fifty percent) of the contractual amount to be paid at the end of Phase II, within 30 (thirty) days end of the month of the invoice's date of receipt.

The Contractor shall not be entitled to receive the first payment (75% of the contractual amount related to Phase II) until AGID has approved the document evidencing the performed activities.

In case AGID should not approve the Mid-term results the Contractor may receive the full contracted amount provided for Phase II (100%) at the end of the Phase, upon positive verification of the Contractor's results realized in Phase II.

The Contractor shall not be entitled to receive the invoice payment until AGID has received and approved the documents evidencing the performed activities.

## 9. PENALTIES AND LIABILITY

Provision contained in articles 15 and 16 of the Framework Agreement will ensure the correct and prompt execution of obligation provided in this Executive Deed.

## 10. DEPOSIT

Terms related to the deposit are regulated in article 17 of the Framework Agreement.

Rome,
<b>Agenzia per l'Italia Digitale – AGID</b> <b>The General Director</b> <b>Dr. Antonio Samaritani</b>
<hr/>

**Executive Deed for the REALIZATION OF A RESEARCH AND DEVELOPMENT PROJECT (PRE-COMMERCIAL PROCUREMENT) on “Cloud for Europe” - Lot 3, number of pages ..**

*Please include here a digital copy  
of a valid document of the representative*