



Agenzia per l'Italia Digitale
Presidenza del Consiglio dei Ministri



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

RESPONSES TO CLARIFICATIONS

04 MARCH 2015

TENDER NUMBER <5843932>
CUP <C58I13000210006>

CLOUD FOR EUROPE

FP7-610650

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



1 RESPONSES TO REQUESTS FOR CLARIFICATION

ID	Request for clarification	Clarification
1	Which are the prices that will be taken into account for the financial evaluation?	Only the overall total amount will be taken in account for the financial evaluation.
2	Is the Estimated full price connected to the budget tender limit?	<p>No, it is a totally free price without any constraints. This price is a full commercial offer that it would have been quoted in case the project IPRs resulting from the execution of phase I were fully retained by the Procuring Entity.</p> <p>The Framework agreement do not establish any right of the Contracting Authority to buy or fully retain the project IPR. So the declaration of the Estimated full price does not bind in any way the Parties,</p> <p>The estimated full price will not be used for the evaluation of the offer.</p>
3	If a Tenderer enters in to the Frame Agreement for a lot under phase 1 and is invited to participate for the same lot in phase 2, this tenderer/contractor has the right not to submit any offer for this lot?	The purpose of the Tender is to complete all the three phases. Anyway, no penalties will be applied to Contractors that will not submit an offer for subsequent phases.
4	With reference to Tender Regulation - Annex I - template of financial offer - page 81 top table: Unit prices of the R&D resource category for Phase I has to be intended referred to the 'Overall total amount for completing Phase I' or to the 'Estimated Full Price'?	Unit prices are referred to the overall total amount for completing phase I.
5	In Framework Agreement, Annex II, v.1.1 21.02.2015, Article 25, paragraph 9: Could you please clarify what "fair and reasonable"	Fair and reasonable conditions means, within FP7 rules, appropriate conditions, including possible financial terms, taking into account the specific circumstances of the request for access, for example

	<p>means.</p> <p>How would a "fair and reasonable" price for licensing the Intellectual Property Rights be set?</p>	<p>the actual or potential value of the foreground or background to which access is requested and/or the scope, duration or other characteristics of the use envisaged.</p> <p>In particular, fair and reasonable conditions shall pose no restriction to AGID and/or to the other Contracting Authorities, in relation to the possible use of the results of the Cloud for Europe tender for the purpose of publishing public procurement tender.</p>
6	<p>In Tender Regulation, Annex I to the Contract Notice, v.1.1 21.02.2015, Section 11.2 - Financial offer:</p> <p>shall the total amount resulting from multiplying the "unit prices for the resources" by "the minimum guaranteed quantities for the execution of the services in Phase I" be equal to the "Estimated Full Price"?</p>	<p>No, it is not required the total amount resulting from multiplying the "unit prices for the resources" by "the minimum guaranteed quantities for the execution of the services in Phase I" is equal to the "Estimated Full Price".</p>
7	<p>Is the transferring of intellectual property rights to the another Company or to a company owning the Contractor for establishing licensing agreements, including licensing agreements with the Contractor and other Mother Company affiliates, accepted as 'exploitation of IP right'?</p>	<p>Yes. Take in account that any transfer of Property right shall take in account the obligations established in the Framework Agreement.</p>
8	<p>In the event the Lead Contracting Authority or Other Contracting Authorities obtain non exploited Project Intellectual Property Rights from the Contractor pursuant to Article 26, does the Contractor retain a license, including the right to grant sublicenses?</p>	<p>No, the Contractor will not retain IPRs.</p>
9	<p>Can you confirm that the Intellectual Property (IP) Rights that the Contracting Authorities have the right to require the Contractor to license to third parties under fair and reasonable market conditions is for object code only?</p> <p>Can the license terms prevent the licensee</p>	<p>The Contracting Authorities have the right to require the Contractor to license Intellectual Property Rights to third parties under fair and reasonable market conditions.</p> <p>The Contractor shall pose no restriction to AGID and/or to the other Contracting Authorities, in relation to the possible use of the results of the</p>

	<p>from modifying or creating derivative works of the IP, and the IP licensed under this article would not be able to be sublicensed and could only be used within the third parties enterprise?</p>	<p>project for the purpose of publishing public procurement tender. Specifically, in case the contracting authorities publish a new commercial tender whose requirements can be satisfied even using the results of the Cloud for Europe, the Contracting authorities have the right to require the license terms, conditions and also the object of the license would not prevent the licensee to use the results of the Cloud for Europe project as part of the offered solution to the commercial tender.</p> <p>The details of the terms, conditions and the object (inter alia, object code or source code) of the license are defined by the Contractor, in coherence with the above described constraints.</p>
14	<p>Have Public Universities and Public Research Institutions to submit the declaration of enrollment on the register of companies considering that they are Public Research Bodies having scientific research as its own main purpose and they cannot be registered in the Register of Company ?</p>	<p>No, they have not. This is applied to any economic operator, that, according the law in force in the Country it is established, is not obliged to be enrolled in a register of companies.</p> <p>We suggest to declare explicitly they are not enrolled in the register of companies since they are a public body.</p>
15	<p>In order to prove the Technical Capacity requirements, it is allowed to submit documents and certificates issued by local Authorities, Customers or Tenderers in the original language (not in english language).</p>	<p>Yes, it is allowed</p>
16	<p>In order to prove the Technical Capacity requirements, is it allowed to submit documents and certificates only on electronic format (.pdf).</p>	<p>Yes, but please add a paper documents establishing that the documentation has been submitted in electronic format.</p>
17	<p>Is it allowed to submit an offer signed by certified digital signature on electronic format, instead of delivering signed paper documents?</p>	<p>Yes, it is allowed, but please add a paper documents establishing that the documentation has been submitted in electronic format.</p>
10	<p>Is any provisional deposit (bid bond), as that provided for by article 75 of Legislative</p>	<p>No, the provisional deposit is due only before signing the Framework Agreement (see section 17 of the</p>

	Decree 163/2006, to be issued by the tenderer.	Tender regulation)
11	With reference to the document Technical Specification: Federated Certified Service Brokerage of EU Public Administration Cloud, Annex IV (B) to the Contract Notice, at the end page 11 in the chapter "1.3 Lot Specific requirements", the phrase "(apart of standard brokerage, i.e. contracting, monitoring, metering and billing)" is misleading. We kindly ask you to clarify if the processes of contracting, monitoring, metering and billing, must be considered as part of the business process related to the FCSB implementation.	The aim with the FCSB is to become a functional pilot and to be productized – therefore it was intended that the FCSB will need to be able to provide "standard brokerage" functionalities as well. The resulting implemented FCSB solution has to support functionalities for contracting, monitoring, metering and billing.
12	With reference to the document Technical Specification: Federated Certified Service Brokerage of EU Public Administration Cloud, Annex IV (B) to the Contract Notice, in the chapter "1.2 Business context", we kindly ask you to clarify the governance model of local FCSBs at least in relation to the EU cloud adoption guidelines (...): Is this for example planned that National Digital Agenda Agencies would be in charge of local governance model development and management	The scope of the Technical specification – by design – did not allow us to elaborate further on actual responsibilities for service governance and their implementation at the national level. The actual implementation of governance processes and their organizational 'oversight' can and probably will vary country by country - given the heterogeneity of cloud adoptions within EU.
13	With reference to the document Technical Specification: Federated Certified Service Brokerage of EU Public Administration Cloud, Annex IV (B) to the Contract Notice, in the chapter "1.1 Introduction" is described that "FCSB shall have the authority to govern a central catalogue of certified cloud services". Is the "central catalogue" wording related to a "national central catalogue" managed at the local level as a federation of services?	There is no mention of "national central catalogue" in FCSB tech specification. The term "central catalogue" represents a single service catalogue, where all the services will be managed (national or mediated ones) in a distributed fashion within the FCSB network. The FCSB instance at national level will have the authority to govern its services portfolio – however – the services (and their metadata) will be distributed throughout the interconnected network of FCSBs, creating a federated service marketplace.
18	With reference to the document Technical Specification: Federated Certified Service Brokerage of EU Public Administration Cloud,	Yes – we do confirm. The services available in the countries will be mediated, via their national FCSB instances and based on defined policies into service

	<p>Annex IV (B) to the Contract Notice, in the chapter "1.1 Introduction" is described "... <i>catalogue will, in addition to services built at national level, also include mediated certified services from other countries and will unify service categorization, certification and legislative compliance taxonomy</i>". Is the term <i>mediated</i> a synonym of <i>federated</i>. If it is not please explain the concept of <i>mediated</i></p>	<p>catalogues of other running FCSB instances, creating federated cloud service catalogue (marketplace).</p>
19	<p>With reference to the document Technical Specification: Federated Certified Service Brokerage of EU Public Administration Cloud, Annex IV (B): does the governance model include a central catalogue managed at a certain level? If it's true which is the planned process?</p>	<p>There is no mention of "governance model" in the document per se, however part of S1LR1 mentions "service metadata registry" (representation of catalogue) in the objectives, which is then further elaborated on in S1FR1 as "communicating and managing the lifecycle of the services, and by identifying the dependencies between services and consumers" (representation of governance).</p>