#	Category	Tender document #	Location	Question	Answer
PO-001	Legal	TD1 Request for Tenders	3. Evaluation of Tenders, page 50	If your company has all of the necessary expertise, can you apply as a single supplier?	Yes. Tenders may be submitted by a single entity or in collaboration with others. Please see section 3.1 Eligible tenders, joint tenders, subcontracting and 3.2 Exclusion criteria of TD1 Request for Tenders. Please also take into account section 3.3. Selection criteria of TD1 Request for Tenders that includes 16 selection criteria which need to be complied with (alone or in consortia)
PO-002	Technical	TD1 Request for Tenders	2.1.1 Scope of the R&D services, page 23	With these mandatory requirements should an application include all of the use cases, or just one of them? For example in the urban risk factors	A proposal must tackle all of the PCP Wise use cases, which entails the monitoring of the soil, water vegetation (SWV) system conditions that impact the use cases of drought and flooding in the rural and urban areas. Please see section 2.1.1 Scope of the R&D services to be procured of TD1 Request for Tenders. Moreover, mandatory requirements to be complied with are listed under Annex 8 of TD1 Request for Tenders.
PO-003	Technical	The Request for Tenders (TD1)	Annex 5. OMC report, page 160	Having worked in climate resilience for several years now there are several tools and ready made products that are perfectly suited to address the issues here. Is it okay to apply these or do you want to produce a new software/model or approach even if the former are already very robust and reliable?	Based on our State-of-the-Art analysis and the Open Market Consultation conducted in preparation for the tender publication, no ready-to-use solution was identified that addresses all five PCP-WISE use cases. (See please Annex 5 of TD1 Request for Tenders). In particular, no existing solution was found capable of real-time monitoring of soil, water, and vegetation (system) conditions to provide data that can proactively prevent and mitigate drought and flooding in both rural and urban areas.
PO-004	General	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	Is there any mandatory size of a consortium and mandatory geographical balance requirement?	A supplier or consortium must comply with the eligibility, exclusion, and selection criteria as set out in TD1 and more specifically in sections 3.1 Eligible tenderers, joint tenders and subcontracting, 3.2 Exclusion criteria and 3.3 Selection criteria of TD1 Request for Tenders. There are no mandatory requirements regarding the size of the consortium or the geographical location of the participating legal entities within Europe. Please take into account that the selection criteria do include requirements concerning the experience of the personnel assigned to the PCP-WISE project, including experience with projects of comparable scale and complexity. However, this does not constitute a requirement regarding the size of the consortium or a mandatory geographical balance thereof.
PO-005	General	General	N/A	Is it correct that companies/suppliers are not competing for a Horizon Europe tender itself, but PCP WISE got the fund already from Horizon Europe and will allocate those funds to the bidders who will win the tender?	PCP Wise has already received a Horizon Europe grant and this PCP is covered under said grant. The Public Buyers Group is "allocating" part of those funds to the best tenders. The PCP is a tender process to which providers submit bids (tenders), it is not an application to receive a grant.
PO-006	Technical	The Request for Tenders (TD1)	1. GENERAL CONTEXT AND BACKGROUND, page 16	Is the TRL measured per individual component (tools/services/technologies) or for the overall solution covering the five PCP-Wise use cases?	The TRL applies to the overall integration of tools/services/technologies that are combined to tackle all the 5 use cases.
PO-007	General	The Request for Tenders (TD1)	5.5 Contract implementation, page 82	Can a participant in phase one ADD partners (that did not participate in phase 1) for phase 2, based on requirements assessed during phase 1?	No. Please see section 5.5 Contract implementation of TD1 Request for Tenders for more information. Modifications in the consortia and/or subcontractors will only be allowed where (alternatively): -exceptional and duly justified reasons that could not be foreseen apply; and/or -a new contractor replaces the one to which the contracting authority had initially awarded the contract as a consequence of an universal or partial succession into the position of the initial contractor, following corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established. Following the evaluation of tenders, Framework Agreements will be awarded to the wining tenderers. The Framework Agreements (FA) will cover the 3 PCP phases and must identify all the parties. The FAs cannot be reopened to add new parties unless one of abovementioned exceptions apply.
PO-008	General	The Request for Tenders (TD1)	Annex 8. PCP WISE Requirements, Page 169	Does the bid we are submitting in January only apply to phase 1 of the PCP?	No. When submitting a bid in January, a supplier/consortium is submitting a bid for the Framework Agreement covering the 3 phases of PCP Wise. For this reason, in TD9 Financial form, suppliers are asked to submit not only a Cost Breakdown PCP-phase 1 but also an Estimated Cost Breakdown PCP-phase 2 and phase 3. That is also why the PCP Wise Requirements (under Annex 8 of TD1 Request for Tenders) are applicable to all the phases. Following the evaluation of tenders, Framework Agreements and phase 1 contracts will be awarded to the wining tenderers. The Framework Agreements (FA) will cover the 3 PCP phases. At completion of each phase, successful contractors can be awarded phase 2 and phase 3 contracts under the same Framework Agreement.
PO-009	Procedural	The Request for Tenders (TD1)	3.6 Evaluation procedure, Page 68	Are the proposals evaluated internally or with external evaluators?	The evaluation will be conducted internally on the administrative, technical and financial aspects by procurement boards. Please refer to section 3.6 Evaluation procedure of TD1 Request for Tenders for more information.
PO-010	General	General	N/A	Will presentations and other sessions that are organised by the PCP WISE buyer group be made publicly available? These include valuable information that we would like to check out later.	Yes, all the recordings and informative material are available in the PCP Wise community platform: https://egcp.enrich-global.eu/communities/pcp-wise
PO-011	Procedural	Tender Document 10 (TD 10): ESPD (European Single Procurement Document)		Do you need to know already now which subcontractors you may need for phase 2? Do possible subcontractors already need to fill out the TD10 forms now?	Yes, subcontractors need to be identified and each of them should fill out TD10 ESPD form. Please see sections 3.1 Eligible tenderers, joint tenders and subcontracting of TD1 Request for Tenders. Please refer to question PO-026.
PO-012	General	The Request for Tenders (TD1)	5.5 Contract implementation, page 82	Can two suppliers that applied separately in phase 1, merge into 1 consortium for phase 2?	Please refer to question PO-007
PO-013	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights, page 47	In the PCP, how the IPR is managed? Who has the rights to retain the foreground results?	Each contractor will keep the ownership of the IPR attached to the results they generate during the PCP implementation. Please see section 2.7 Intellectual Property Rights (IPR) of TD1 Request for Tenders and article 8 and 12 of TD2 Framework Agreement.
PO-014	General	The Request for Tenders (TD1)	5.5 Contract implementation, page 82	In the event a partner in the consortium is deemed defaulting (or similar events), replacement would not be possible in phases 2 or 3?	This is one of the cases in which a modification may be allowed as it falls in an exceptional case. Please refer to question PO-007.
PO-015	General	Tender Document 10 (TD 10): ESPD (European Single Procurement Document)		Where can I find the form to fill in TD10:ESPD?	TD10 is the European Single Procurement Document (ESPD) form, which is added as a separated attachment. It can be downloaded from the PCP WISE e-Procurement platform. https://pcp-wise.tuttogare.it/pcp/dettaglio.php?codice=1&codice_round=1
PO-016	General	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	What is the minimum number of participants from different EU countries integrating the consortia of the proposal?	There is not a minimum requirement regarding geographical coverage in the integration of consortia. Please, refer to question PO-004.
PO-017	Technical	Tender Document 8 (TD 8): Technical form	td part 2, page 15	In terms of technical solution, do we need to include information in phase 1, related to the next phases? Or is it only the estimated budget for the 3 phases that has to be included?	The bid should cover information on the foreseen implementation of phase 1, phase 2 and phase 3 of the PCP. This should be reflected in the outcome of phase 1 which will describe the solution design, including the foreseen prototype development, testing and validation. Please make sure to submit all the mandatory documentations. In particular, fill in TD8 Technical form and TD9 Financial form (doing so, all the necessary points for Phase 1, 2 and 3 will be covered, from a technical and a financial perspective).
PO-018	Technical	The Request for Tenders (TD1)	Annex 8. PCP WISE Requirements, Page 169	Could you clarify what is meant by the daily 8:00 a.m. delivery requirement — specifically in relation to the varying time scales of the hydrogeological processes and hazards, and whether this timing applies to all data products or only to specific service components?	Please see Annex 8 PCP WISE Requirements of TD1 Request for Tenders where the functional and technical requirements are detailed. The daily information deliverance at 8am is for the mandatory core service products on the SWV conditions and on the mandatory risk extremes. The time zones should be considered.
PO-019	General	The Request for Tenders (TD1)	2.1 Description of services to be procured, page 20	Is an R&D phase mandatory, as well as an exploitation and commercialisation phase?	Please check the PCP timeline in section 2.1 of TD1: Request for Tenders. PCP Wise only covers PCP PHASE 1 – SOLUTION DESIGN; PCP PHASE 2 – PROTOTYPE DEVELOPMENT (and testing of technologies) and PCP PHASE 3 – VALIDATION AND DEMONSTRATION OF THE SOLUTIONS (end-users piloting services in operational environment). (I.e., commercialisation is beyond the scope of PCP Wise). The 3 phases will be covered under the PCP Framework Agreement which includes post-contract obligations to exploit the results of phase 3. Please see also TD2 Framework Agreement Article 12 Commercial exploitation of the results.
PO-020	General	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	Are large companies allowed to join consortia?	Yes, large and/or small companies can join in consortia. There is no limitation in this regard, as long as the consortia comply with the mandatory criteria. Please, refer to question PO-004.
PO-021	General	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	Does the lead of a consortium have to be a SME company? Or can this also be a public or state-owned organization? For example universities / research organizations?	There are no limitations concerning who can lead a consortium as long as the criteria are complied with. Please, refer to question PO-004.
PO-022	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights, page 47	What are the conditions regarding the IPR of the project results?	Please see the Request for Tenders (TD1) section 2.7. Intellectual Property Rights (IPR) and article 8 and 12 of TD2: Framework Agreement. Please, refer to question PO-013.
PO-023	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights, page 47	Who will have the right to use the results?	Please see the Request for Tenders (TD1) section 2.7. Intellectual Property Rights (IPR) and article 8 and 12 of TD2:Framework Agreement. Please, refer to question PO-013.
PO-024	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights, page 47	Do the buyers retain a right to use the results, and if so, for how long?	Please see the Request for Tenders (TD1) section 2.7. Intellectual Property Rights (IPR)and article 8 and 12 of TD2:Framework Agreement. Please, refer to question PO-013.
PO-025	General	General	N/A	Is the application process online? Are the submissions virtual or physical?	Submission is virtual through the TUTTOGARE PA platform, via https://pcp-wise.tuttogare.it/pcp/dettaglio.php?codice=1

#	Category	Tender document #	Location	Question	Answer
PO-026	Procedural	The Request for Tenders (TD1)	4.1 Format and Section 4.4. Checklist of documents and proof of TD1 Request for tenders, page 74.	In the context of a consortium application: are there any additional documents to be provided by the project partners (other than the coordinator)?	For the list of documents that must be submitted by the tenderer, please refer to Section 4.1. Format and Section 4.4. Checklist of documents and proof of TD1 Request for Tenders. Please note that only the Lead Contractor must submit the documentation (allocated correctly in the three different envelopes). However, please see section 3.1 of TD1:Request for Tenders: All members of the Consortium shall complete, sign and submit TD10. ESPD; the members of the Consortium must jointly meet the Selection Criteria (some members might need to prepare CVs, and TD12. Standard self-declaration form); each member of the Consortium must accept joint and several liability by completing and adding the TD11 Consortia Statement (just one per consortium) and each member of the Consortium must be listed in the professional register or trade register or a foreign equivalent in accordance with the legislation in force in the country where it is established (so they need to submit the documentation).
PO-027	Technical	The Request for Tenders (TD1)	3.5 Award Criteria, page 60	Were there any restrictions on which satellite data could be used in the proposal during the ideation phase?	Please see section 3.5. Award criteria of TD1 Request for Tenders
PO-028	Procedural	The Request for Tenders (TD1)	3.5 Award Criteria, page 60	How is the commercial, technical, and economic feasibility demonstrated in process Phase 1?	By providing a comprehensive solution plan. Please see section 3.5. Award criteria of TD1 Request for Tenders. In particular the weighted award criteria.
PO-029	General	The Request for Tenders (TD1)	2.1 Description of services to be procured, page 20; Annex 1. Challenge Brief: Use Cases & Test sites	What are the 5 challenges/use cases?	Please see section 2.1 Description of the services to be provided of TD1 Request for Tenders and Annex 1. Challenge brief: Use Cases & Test sites of TD1 Request for Tenders
PO-030	Procedural	The Request for Tenders (TD1)	2.1 Description of services to be procured, page 20; Annex 1. Challenge Brief: Use Cases & Test sites	How can solutions be devised for all challenges if the tenderer only has proper expertise in one challenge?	PCP Wise allows for consortia to submit joint tenders, precisely to ensure the level of expertise and knowledge necessary to tackle all the 5 use cases. The main challenge is the monitoring of the soil, water, vegetation conditions so to tackle the 5 use cases by providing information that can anticipate crisis related to drought and floods in urban and rural areas. Please see section 2.1 Description of the services to be provided of TD1 Request for Tenders and Annex 1. Challenge brief: Use Cases & Test sites of TD1 Request for Tenders
PO-031	Procedural	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	Evaluation criteria: Regarding research institute/company collaboration, must all consortium companies be from Finland or are they Europe-wide? Do we receive extra points?	Please see the eligibility conditions in section 3. 1 Eligible tenders, joint tenders and subcontracting of TD1 Request for Tenders. Please, refer to question PO-004.
PO-032	Procedural	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	Could you mention the requirements for the lead entity of the consortium?	Please see section 3. 1. Eligible tenders, joint tenders and subcontracting of TD1 Request for Tenders. Please, refer to question PO-004.
PO-033	General	General	N/A	Do you have a list of potential partners?	In the "Providers" section of the PCP WISE Community Platform (https://pcp-wise.eu/matchmaking/), you can find a list of individuals and companies interested in the tender and their relevant skills and capabilities. It is for each company to contact and match with other companies. Please register to the community platform to find potential interested parties.
PO-034	Financial	The Request for Tenders (TD1)	3.6 Evaluation procedure, Page 68	In the financial evaluation, I believe that if you offer 100,000 in Phase 1, regardless of the prices in Phase 2 and Phase 3, the points you get for the Financial Offer are 10.	The goal of the second formula (including the estimated budget for all the different phases) and described under 3.6 Evaluation procedure of the TD1 Request for Tenders is to ensure that the maximum offered budget for phase 2 and 3 is respected if a contractor is selected to move on to those phases. The formula takes into account the budget proposed for all 3 phases as there is a maximum budget per contractor per phase.
PO-035	Technical	The Request for Tenders (TD1)	2.1 Description of services to be procured, page 20; Annex 1. Challenge Brief: Use Cases & Test sites	The scope of Phase 3 involves validating and demonstrating in the 5 use cases. Correct?	Yes. Please see section 2.1 Description of services to be procured and Annex 1 Challenge brief: Use Cases & Test sites of TD1 Request for Tenders for more information.
PO-036	Technical	The Request for Tenders (TD1)	3.5 Award Criteria, page 60	Apart from satellite monitoring, can the solution be complemented with terrestrial climate monitoring technologies?	Yes. Please check the tender documents for more information. In particular, section 3.5 Award criteria of TD1 Request for Tenders. Additionally, Annex 9 Data sets clearly explains that "*Tenderers can propose to use other datasets. Please note that it is up to each tenderer/consortium to make sure that they have the sufficient rights to use the data sets for the development and testing of the solutions in the different testing locations (see annex 1) and for the further commercialization of the solution once the PCP Wise project is over*".
PO-037	Financial	The Request for Tenders (TD1)	2.5 Total budget and budget distribution (per phase), page 43	Is there a fixed budget for the PCP?	Please refer to Section 2.5 Total budget and budget distribution (per phase) of TD1 Request for tenders.
PO-038-2	Technical	Annex 12. SOTA analysis for unsaturated zone models	Annex 12, page 195	Are we bound to the soil moisture models listed in the SOTA analysis Annex 12? Or can we propose alternatives?	The models listed under Annex 12. SOTA analysis for unsaturated zone models are a State-of-the-Art (SOTA) Analysis of open-source, widely used, well-documented unsaturated zone models as of 2025. I.e., the models are just an example and suppliers can propose alternatives. Please note that the requirement is a reference to a peer-reviewed article/scientific publication.
PO-039-3	Procedural	The Request for Tenders (TD1)	3.3 Selection Criteria, page 54	Are the CVs meant to show that the required capabilities are present in the consortium and/or are the individuals required to be part of the final project team?	Please note that selection criteria 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14 and 15 are also linked to the execution of the contract and will be part of the Framework Agreement (TD2), as performance conditions for the implementation of the contract. I.e., the personnel mentioned in criteria 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 15; and the testing location(s) proposed under criterion 16 will be required to execute the contract. The tenderer will reflect this in his proposal (Financial Form (TD9)). Please refer to section 3.3 Selection criteria of TD1 Request for tenders.
PO-040-4	General	Tender Document 8 (TD 8): Technical form	td part 2, page 15	Regarding TD8: Where do you expect our narrative, understanding/vision on the assignment, or architecture overview of our solution?	TD8 Technical form already includes all the points that need to be filled in to submit the complete information of your tender and does not need to be modified. Please fill out the template according to the instructions, so to include the narrative in each of the required cells.
PO-041-5	Procedural	Tender Document 8 (TD 8): Technical form	td part 2, page 15	Should the technical offer **(Envelope B, and TD8)** consist of a written document with A, B, C as main chapters, A.1, A.2 etc as paragraphs and A.1.1. as subparagraphs?	Please refer to question PO-040-4.
PO-042-6	Procedural	Tender Document 8 (TD 8): Technical form	td part 2, page 15	Are we allowed to describe our solution in the written texts for the weighted award criteria, and for the technical/functional requirements answer with yes/no and refer to these texts to prevent double descriptions?	TD8 Technical form already includes all the points that need to be filled in to submit the complete information of you tender and does not need to be modified, but it needs to be fully and duly completed. Please fill out the template according to the instructions, so to include the narrative in each of the required cells. Please refer to question PO-040-4.
PO-043-7	Procedural	The Request for Tenders (TD1)	3.5 Award Criteria, page 61	Which awarding points are used, from Tenderdoc Part 1 page 61-68 or from Tenderdoc Part 2 page 23-24. They differ on A.3 and A.5	Thanks for identifying this issue. Please take into account the points in Part 1.
PO-044-8	Procedural	Tender Document 8 (TD 8): Technical form	td part 2, page 15	Regarding TD8: We understand that a total of 50 pages is available for points 1 through 8, and that any excess pages will first be deducted from point 5 and then from point 4. Are we allowed to describe points 3 and 4 using general headings and subheadings according to your structure, instead of using the provided table-format template?	Please refer to question PO-040-4.
PO-045-9	Technical	The Request for Tenders (TD1)	Annex 7, page 162	The outputs for the thematic applications are not the same as those for the benchmarking. Can we assume that the benchmarking criteria are to be worked out during phase 1? To what extent should they be included in the phase 1 proposal?	Thematic application outputs may indeed differ from benchmarking outputs, as they serve different purposes. Benchmarking in Phase 1 focuses on assessing the scientific plausibility and adequacy of the proposed service concepts against state-of-the-art reference models and datasets, not on reproducing identical outputs. Therefore, it is expected that benchmarking and thematic outputs are not the same. The Phase 1 proposal should outline the conceptual benchmarking approach—reference data, models, and indicative metrics—while the quantitative criteria (e.g., ≥71/100 thresholds) will be applied from Phase 2 onwards, once comparable prototype outputs exist.
PO-046-10	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 6, page 93	Bidder notes that Clause 6.2 of the Framework Agreement currently contains an unqualified warranty that the information provided will be correct, accurate and up to date. To avoid creating strict liability for factors outside our control, bidder requests this clause to be amended into the following, more balanced, formulation:;The Contractor warrants that, to the best of its knowledge and belief and using reasonable skill and care, the information it provides under the Framework Agreement will be accurate and up to date at the time it is provided.;	The article has been elaborated carefully and considering all aspects. If a supplier provides certain information, said provider should ensure that the information is correct and up to date.
PO-047-11	Procedural	The Request for Tenders (TD1)	4.1 Format, page 74	The Bidder, as the lead party, is unsure what the best way is to register his partners in the portal in case of a joint tender submission. The portal seems to fully focus on the lead party. What information can/should we supply about our partners?	Please note that subcontractors and members of consortia that will not be Lead Contractors (if awarded) can also register in the platform but are not mandated to do so. **In any case, they must not submit any tender documentation. That responsibility remains within the Lead Contractor only, as each tenderer may submit no more than one tender (alone, as main contractor, as part of a consortium, or as subcontractor).** This means that the tenderer may only submit a bid on his own or in one (temporary) Consortium. It also means that an economic operator or affiliated entity can participate as a subcontractor in one tender. Failure to do so leads to the automatic exclusion of all bids in which they take part. Please see Section 4.1 Format of TD1 Request for Tender. Please also be aware that PCP WISE organises an info webinar on 26/11/2025 on how to submit your tender. This webinar showcases how to successfully submit a bid in the portal and serves as an opportunity to ask for clarifications.
PO-048-12	Procedural	The Request for Tenders (TD1)	4.1 Format, page 74	Are pcp-wise-tender-documents-part-2 and td10 the only documents we have to submit or will there be other requirements (for documents/certificates) in the portal during the submission process, and if so, will we be able to ask questions about those?	Please refer to Section 4.1 Format and Section 4.4 Checklist of documents and proof of TD1 Request for Tender for a list of documents to be submitted in each of the electronic envelopes. Please refer to question PO-026.

#	Category	Tender document #	Location	Question	Answer
PO-049-13	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 7, page 93	Bidder notes that Clause 7.8 of the Framework Agreement ties invoicing to acceptance of the deliverable. To ensure predictable cash flow and avoid delays outside our control, would Client be open to adjusting the wording to allow invoicing upon delivery? For example: 'The Contractor may issue the invoice upon delivery of the relevant deliverable. If the Client has not notified any justified reasons for non-acceptance within 5 days of delivery, the deliverable shall be deemed accepted.' This still preserves the Client's right to review the deliverable, but provides the Contractor with more certainty regarding payment timing.	The payment scheme has been carefully elaborated to align both the need of regular cashflow for the suppliers (hence the prepayment in all the three phases and the regular payments throughout the different phases) and the need to ensure that the milestones and deliverables are complied with.
PO-050-14	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 21, page 122	**The liability and damages clauses** (clauses 21.4 to 21.13 of the Framework Agreement) are currently not acceptable to bidder, for these clauses do not allocate the risks associated with the assignment in a proportionate manner. The main issue is that the Framework Agreement currently does not contain a limit or **cap** of liability, exposing the contractor to unlimited liability risks which is not proportionate and not insurable. By demanding unlimited liability, serious issues may arise with insurability of the project. The project ending up being uninsured/uninsurable poses a problem not only for the bidder, but also for the PBG, who may not be able to reclaim all or any damages in such a case. Therefore, bidder requests clauses 21.4 to 21.7 and clause 21.12 to be deleted, and the following clause to be inserted:"The total liability of the Contractor on any and all claims, whether in contract, tort (including negligence) or otherwise arising out of or connected with or resulting from this Contract including all liability arising out of indemnifications, shall not exceed 100% of the total fee payable to the Contractor (the Contract Price), excluding fraud, gross negligence, corrupt practices, personal death or bodily harm and/or willful misconduct and any liabilities that cannot be limited by law.Neither party shall be liable to the other party for special, indirect, punitive or consequential losses of any nature including but not limited to loss of profits, revenue or business interruptions, (including (i) any losses or damages associated with business interruption including the cost of overheads incurred during the business interruption, (ii) loss of bargain, contract, expectation or opportunity) whether or not they are foreseeable.	The questions raised by interested market parties regarding the liability provision included in Article 21 of the Framework Agreement (TD2) have prompted the PBG to carefully reconsider this article in the light of the principle of proportionality. The result of the reassessment of this provision and any modifications applicable thereof following the approval by the PBG, will be duly communicated to all interested parties no later than 25 November 2025.
PO-051-15	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights, page 47	It is mentioned that PBG has the right to grant non-exclusive licences to third parties to exploit the results of this PCP Wise project. Can PGB explain how this is related to the option for Contractor to exploit the result of this PCP-Wise product and what is therefore the PGB´s understanding of the open source aspect of this product?	Please note that the PBG has the right to: (1)receive an irrevocable, royalty free, non-exclusive license to use the developed technology up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2) for indefinite time. This entails the access to the PCP Results, on a royalty-free basis, for their own use, non-commercially and at no additional cost. This includes all IPRs of what has been developed in the PCP and the pre-existing rights that are needed to perform the Project for the purpose of executing the Project as well as for non-commercial research purposes. (2) grant (or require the contractors to grant) non-exclusive licences to third parties to exploit the results under Fair, Reasonable and Non-Discriminatory (FRAND) conditions (without the right to sub-license). This means that these third party licences also reach up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2). Please see the Request for Tenders (TD1) section 2.7. Intellectual Property Rights (IPR). Please, refer to question PO-013.
PO-052-16	Procedural	General	N/A	Under the Chamber of Commerce tab in the registration part of the portal ("Is the economic operator subject to registration with the Chamber of Commerce?") What should be filled in in the 'Office' field? Is it the name of the company? (In case of a Dutch KvK certificate for example.)	Please provide the official name of the firm and its location according to registration with the chamber of commerce of your national authority. Only the information necessary for registration on the platform is required. For participation in the PCP WISE tender it is not mandatory to fill out the activities to complete the profile. Please be aware that in order to submit a successful tender, you need to follow the procedure instructed in the tender documents, including filling out TD10 ESPD, where the information on the economic operator, such as registration is also requested.
PO-053-17	Procedural	General	N/A	What certifications do you expect to be submitted in the portal under the tab 'Certifications' an what exactly is the EMAS registration for environmental management and is this a mandatory certificate?	The Studio Amica platform automatically includes these tabs as possible certifications in the E-procurement portal. For PCP WISE, only the exclusion, eligibility criteria, selection criteria and award criteria described in the tender documents apply. Please refer to Section 3. Evaluation of tenders of TD1 Request for Tenders where all criteria are presented and to TD10 ESPD. Therefore, the indicated EMAS registration for environmental management is not a mandatory certificate for the PCP WISE tender. Only the information necessary for registration on the platform is required. For participation in the tender, it is not mandatory to fulfil the activities to complete the profile. Please note that PCP WISE organises an info webinar on how to submit your tender via the e-procurement platform on 26/11/2025
PO-054-18	Procedural	General	N/A	Does the tab SOA certifications and Turnover only apply to Italian organizations?	Please refer to the answer to PO-053-17
PO-055-19	Procedural	Tender Document 10 (TD 10): ESPD (European Single Procurement Document)		How do you wish us to fill in the ESPD document? The PDF above is read only an the .xml document does not appear to work.	TD10. ESPD is provided as .xml and as .PDF in the platform. It can be either filled out online or by handwriting. Please be aware that the Lead Contractor, all members of a consortium and all subcontractors, affiliated entities and other third parties need to complete a TD10. ESPD. Please refer to Section 3.1 Eligible tenderers, joint tenders and subcontracting of TD1 Request for Tenders.
PO-056-20	Financial	The Request for Tenders (TD1)	4.3 Financial section, page 77	Since all Contractors will be paid by the Lead Procurer by way of centralised payments, please could you clarify which VAT should be applied to the price? can we assume it's depending on each local VAT regulation?	Since all Contractors will be paid by the Lead Procurer (hWh) by way of centralised payments, and as hWh is based in the Netherlands, EU rules and the valid Dutch VAT legislation will be applied. I.e., the VAT regime(s)will be the VAT regime of hWh. Please refer to Section 4.3 Financial section of TD1 Request for Tenders
PO-057-21	Procedural	The Request for Tenders (TD1)	3.3 Selection Criteria, page 54	We assume that the requested reference for ICT capability may also concern a product reference rather than a single project reference, provided that the product demonstrates the organisation´s ICT capability to support the operationalisation and upscaling of information products; including both back-end processing and front-end delivery. In this example case, the product has been contracted by multiple clients, with a combined contract value exceeding €500,000, and includes ongoing operational delivery. Please confirm that this interpretation is acceptable.	Please refer to Section 3.3 Selection criteria of TD1 Request for Tenders, criterion 12. We accept your interpretation as long as the projects (project portfolio) collectively serve or support the same IT solution/product.
PO-058-22	Procedural	General	N/A	What do we need to upload under the tab Technical services?	Please refer to the answer to PO-053-17
PO-059-23	General	General	N/A	Is it correct that we can't upload the documents (like the ESPD) in the portal yet? When will this become possible?	This is incorrect. Our 'test account' is able to upload the documents in the portal. In the portal, please follow the following steps: 1. Select tab 'PCP management' 2. Select the PCP WISE procedure 3. Select 'participate' 4. Here you'll find the three envelopes where you can upload the required documentation. Please notice that PCP WISE organises an info webinar on 26/11/2025 on submitting your tender. This webinar will provide you a step-by-step guideline, including recording on the submission process via the portal. If the problem persists, please inform us as soon as possible via the portal or email (pcpwise@hetwaterschapshuis.nl) so we can ensure accessibility.
PO-060-24	General	The Request for Tenders (TD1)	2.1 Description of services to be procured, page 20	There are 5 cases in 5 different regions - do you need to cover each case also in the first steps of the assignment?	The PBG aims to develop an innovative solution to tackle the needs of five use cases concerning climate adaptation to strengthen climate resilience this should be reflected in the solution design of Phase 1 already. Please refer to Section 2.1 Description of services to be procured and Annex 1 Challenge brief: Use Cases & Test Sites of TD1 Request for tenders. Please refer to question PO-030.
PO-061-25	Technical	The Request for Tenders (TD1)	1. GENERAL CONTEXT AND BACKGROUND, page 16	It was stated that the solution must not yet exist on the market. What about a (possibly significant) extension of the functional scope for an existing solution?	An existing solution can be part of the solution that will be developed and entities that bring in their pre-existing solutions should declare these as background intellectual property rights. However, as PCP procures R&D services, the technical bid cannot propose a solution that already exists in its current form and is already available on the market. I.e., The TRL (maturity level of the solution) applies to the overall integration of tools/services/technologies combined to tackle all the 5 use cases. Please refer to question PO-006.
PO-062-26	General	The Request for Tenders (TD1)	1. GENERAL CONTEXT AND BACKGROUND, page 16	With reference to GENERAL CONTEXT AND BACKGROUND - § 2. Public procurement of R&D services - page 18 and 31/32. New solutions are requested: e.g. Page 18: "2. Public procurement of R&D services ...PCP is a way for procurers to trigger the market to develop new solutions that address these shortcomings..." e.g. Page 31/32: "2.1.4. Expected outcomes (per phase) Phase 1: Solution Design, Objective Perform research to: 1. Elaborate the solution design and determine the approach to be taken to develop the new solutions..." **Question:** Could you please elaborate on the definition of new? We assume that not every component of the system needs to be developed from scratch, but that we can integrate and adapt some existing modules into the new system. Is that correct?	The TRL (maturity level of the solution(novelty) applies to the overall integration of tools/services/technologies combined to tackle all the 5 use cases. Your assumption is correct, not every component needs to be developed from scratch. 'New' also implies a non-existing combination of technologies. Please refer to question PO-006 and question PO-098-62 on the definition of R&D.

#	Category	Tender document #	Location	Question	Answer
PO-063-27	Legal	The Request for Tenders (TD1)	2.7 intellectual Property Rights, page 48	With reference to ITT docs - pcp.wise.td.part.1.pdf - TENDER PROFILE - § 2.7 - Intellectual Property Rights (IPR) - Commercial exploitation of results - page 48 Question: How can we avoid infringing IPR restrictions of open source components (such as those listed in Annex 12) if we use them in a system that will become commercial? Question: Some of these may be of non-European origin. Is that an issue?	Please note that the list under Annex 12 SOTA analysis for unsaturated zone models of TD1 Request for tenders is a non-comprehensive, non-mandatory list. Tenderers can propose other models. Please also note that (such as in the case of the data set, see please Annex 9 Data sets of TD1 Request for tenders) it is up to each tenderer/consortium to make sure that they have the sufficient rights to use the open-source models for the development and testing of the solutions in the different testing locations and for the further commercialization of the solution once the PCP Wise project is over. To answer your question, it is permitted to use open source components of non-European origin.
PO-064-28	Procedural	The Request for Tenders (TD1)	3.3 Selection Criteria, page 54	With reference to ITT docs - pcp.wise.td.part.1.pdf - 3 EVALUATION OF TENDERS - § 3.3 - Selection criteria - page 54. One CV is requested as evidence for most of the selection criteria. In reality, it may be that some requirements cannot be met by a single person, but by a team. Question: Can the nominated person be the responsible point of reference for that role, supported by others? We think that, for each requirement, an explanation of how we propose to address the requirement may be clearer than via CVs.	Please note that at least 4 CVs from different people shall be submitted to comply with all the requirements. Therefore, compliance with the selection criteria foresees the collaboration of a team. Please refer to Section 3.3. Selection criteria of TD1 Request for Tenders. Participants are encouraged to work in consortia to fulfil all capabilities needed for PCP WISE.
PO-065-29	Technical	The Request for Tenders (TD1)	3. Evaluation of tenders, page 50	Would it be acceptable to submit a proposal that includes the development and in-orbit demonstration of a hyperspectral satellite payload designed to acquire data of significantly higher quality than that currently provided by the Copernicus satellites? Our planned system will deliver imagery with a spatial resolution of 3.25 meters per pixel, covering 200 spectral channels in the 400–1000 nm range, and will be compatible with integration on a 6U-class satellite. The data acquired by this payload will enable us to address all the challenges defined in the project, providing enhanced solutions thanks to the superior quality and spectral richness of our data compared to existing Copernicus datasets. The development, integration, and in-orbit demonstration of the payload can be fully executed within the project's defined budget and schedule. Could you please clarify how we should adapt our proposal to meet the submission requirements, given that our approach does not fully align with the criteria outlined in Chapters 3.3 and 3.4 of the call document?	Yes, it is allowed to incorporate any satellite to your solution also outside the Copernicus family if you think it can meet the criteria outlined in the PCP WISE Tender. Otherwise, a combination of your satellites and other existing European satellites (data) is also an option. Please note that it is possible to act in Consortia precisely to be able to fill in all the requirements under section 3. Evaluation of tenders of TD1 Request for Tenders.
PO-066-30	Financial	Tender Document 2 (TD 2): Framework Agreement	Article 7, page 93	How is the grant payment made? Is it in advance at the beginning of each stage or against expenses only? Is there a portion paid as an advance? Another method?	Please note that it is not a grant. Please, refer to article 7 of TD2 Framework Agreement for an overview of the pricing, payment and accounting.
PO-067-31	Legal	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	Can an Israeli company participate in this tender?	Please refer to Section 3.1 Eligible tenderers, joint tenders and subcontracting of TD1 Request for Tenders. In particular to the List of HE participating countries as footnote 16. To answer your question, Israel is listed as associated non-EU country under number 8. https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/list-3rd-country-participation_horizon-euratom_en.pdf
PO-068-32	Procedural	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50	We are several entities interested in participating in the tender. We intend for one company to submit the proposal and all other partners to participate as subcontractors of the submitting company. However, if there is an advantage in submitting the application as a consortium, we will join forces for the purpose of submission. Is there an advantage to submitting the proposal as a consortium? Is it necessary to form a consortium before submitting or can we only join forces if we win?	The basic principle is that the tender, regardless of its chosen form (for example, as an individual tenderer or as a combination/consortium), must meet the eligibility requirements in TD1 Request for Tenders (and other requirements). This means that no advantage is gained by choosing one form of submission over another, as long as the eligibility criteria are fulfilled. A tender submitted by a single supplier – whether or not relying on a third party to demonstrate eligibility – or a joint tender (combination/consortium) that also relies on third parties, will be treated equally with regard to the assessment of eligibility. Please note, as set out in Section 3.1 Eligible tenderers, joint tenders and subcontracting of TD1 Request for Tenders, that essential parts of the contract, as well as the management of the PCP activities, may not be subcontracted. Essential parts are linked to the mandatory requirements of PCP Wise. See Annex 8. Please see also Section 3.3 Selection criteria of TD1 Request for Tenders for an overview of which selection criteria cannot be subcontracted.
PO-069-33	Procedural	The Request for Tenders (TD1)	5.5 Contract implementation, page 82	PBG members: how is acceptance of the satisfactory/successful completion of deliverables arranged? Will PBG (ie HWH) collate comments and remarks into non-contradictory comments and remarks? If not: how is contractor protected from contradictory demands from the client group?	Please refer to Section 5.5. Contract implementation and of TD1 Request for Tenders Satisfactory completion will be assessed by the FEC, the TEC and the PEB, according to the following requirements: •If the work corresponding to that milestone/deliverable has been carried out. •If a reasonable minimum quality has been delivered. •If the reports have been submitted on time. •If the monies have been allocated to the planned objectives. •If the monies have been allocated and the work has been carried out according to the compliance criteria (place of performance, public funding and R&D definition criteria). •If the work has been carried out in compliance with the provisions of the contract (including in particular verification if the contractors have duly protected and managed IPRs generated in the respective phase). •This will be evaluated against the weighted award criteria and subaward criteria (as finetuned for each phase). Please note that after each milestone and submission of a deliverable, hWh will give informal feedback, in order to avoid any deviations from the expected outputs and to ensure a satisfactory completion of the phase.
PO-070-34	Procedural	The Request for Tenders (TD1)	3.6 Evaluation procedure, Page 68	How are the PBG members involved in the evaluation of the bid documents? What is their respective role? Limited to involvement in Use cases?	Please refer to Section 3.6 Evaluation procedure of TD1 Request for Tenders to have a full description of the different Committees (procurement boards) that will take part in the evaluation and how they are integrated by the PBG members.
PO-071-35	Technical	The Request for Tenders (TD1)	Annex 5. OMC report, page 160	that solutions currently available on the market or under development are not meeting their needs of the end-to-end solutions as expressed in the challenges above, Could you provide us with the solutions evaluated to reach this conclusion?	Please refer to Annex 5. OMC report of TD1 Request for Tenders. This document describes the results of the Open Market Consultation (OMC) of the PCP WISE project. These activities helped getting the feedback from the market on the current TRL of the existing solutions that could tackle all the 5 use cases. PCP WISE Consortia also conducted a State-Of-The-Art (SOTA) analysis to assess said TRL. The questions of the OMC were based on that analysis.
PO-072-36	General	The Request for Tenders (TD1)	2.3 Public buyers and other parties involved in the PCP, page 40	Meet the customers' needs. Could you clarify who you mean? Who are the customers you are referring to?	Please refer to Section 2.3 Public buyers and other parties involved in the PCP and Annex 2. Information about the PBG for that information.
PO-073-37	Technical	The Request for Tenders (TD1)	3.5 award criteria, page 60; Annex 8. PCP WISE requirements, page 169	The general objective is to enhance climate resilience by improving the availability and use of EO-based information and by aligning regional water management authorities, cities, communities, and crisis organisations across EU Member States and administrative boundaries, particularly within shared river basin systems. Please confirm that the alignment mentioned here is not part of the assignment	Please note that as a bidder you are mandated to develop a solution that covers all the 5 uses cases defined under PCP Wise project. In doing so, you will, automatically align with regional water management authorities, cities, communities, and crisis organisations across EU Member States and administrative boundaries. No extra activities are needed, other than those listed and defined under the tender documents. I.e., a tender that complies with the award criteria listed under Section 3.5 and Annex 8. PCP WISE Requirements of TD1 Request for Tenders will be complying with the assignment as defined under Section 2.1 Description of services to be procured of TD1 Request for Tenders. The PBG will support contractors in the alignment with said requirements. Please also see PO-074-38
PO-074-38	General	The Request for Tenders (TD1)	2.1 Descripton of services to be procured, page 22	5 regions mentioned on p 22: NW Europe; E&N Europe; NE Europe, S Europe. The map of figure 3 p25 shows other regions (Central Europe mentioned there). Please clarify.	The five use cases of PCP WISE have been carefully selected to represent the full geographical diversity and environmental conditions across Europe, both in urban and rural areas. There is no specific use case labelled 'Central Europe'. However, conditions typical of Central Europe, such as droughts, are reflected within other use cases, even if their geographical locations differ. Figure 3 illustrates the foundational (pyramid) structure of the overall 'WISE Information Service'. While PCP WISE focuses on five use cases situated across different parts of Europe, the ultimate goal (post phase 3 of PCP WISE) is to develop a solution that is operable and can be exploited in the entire European region, not limited to the specific locations where the use cases are based.
PO-075-39	Procedural	The Request for Tenders (TD1)	2.3 Public buyers and other parties involved in the PCP, page 40	What does it mean to be a technical partner? Are these partners in any way involved in the actual production?	Technical partners are part of in PCP WISE without being part of the PBG or giving in-kind contributions for carrying out the PCP, nor having rights to the results of the PCP or to the IPR. They are not involved in the development of the solutions (i.e., are not acting as contractors).
PO-076-40	Procedural	The Request for Tenders (TD1)	Abbreviations and Acronyms, page 10	What is the involvement of the SOG? What obligations do we have towards them?	The Stakeholder Observatory Group (SOG) is designed to facilitate inclusive dialogue and collaboration among diverse stakeholders. This group aims to ensure that the solutions developed align with the needs and expectations of end-users, policymakers, researchers, and industry representatives. It constitutes an advisory and consultative body composed of representatives from key sectors, including public authorities, industry, academia, and civil society. The finally selected contractors DO NOT have any obligations towards the SOG.
PO-077-41	Legal	The Request for Tenders (TD1)	3.1 Eligible tenderers, joint tenders and subcontracting, page 50; TD8 Technical form	The contractor must ensure that the results are not subject to control or other restrictions by a country (or entity from a country) which is not from EU Member States or HE associated countries— unless otherwise agreed with the contracting authority. What kind of restrictions are you thinking of in this context?	Please refer to Section 3.1 Eligible tenderers, joint tenders and subcontracting as well as point 7. Declaration – Russian participation of TD8. Technical form of TD1 Request for Tenders.

#	Category	Tender document #	Location	Question	Answer
PO-078-42	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights, page 48	In case of a public emergency, the contractors must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under FRAND conditions — Who determines what a public emergency is?	Public emergency declaration varies from country to country, but it is based on a national law and declared by a (local, regional or central) authority.
PO-079-43	Procedural	Tender Document 2 (TD 2): Framework Agreement	Article 5.3, page 91	c) Subject to the prior written approval of hWh, appoint or, at the written request of hWh, holding reasonable grounds for the request, replace without delay: i. The Contractor's representative; and/or ii. The key staff, who shall be suitably skilled, experienced and qualified to carry out the Project. What is a reasonable ground for a request to replace key staff?	A non-exhaustive list of reasonable grounds for a request to replace key staff includes among the following reasons: sick leave, maternity/paternity leave or termination of employment, etc.
PO-080-44	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 2.6, page 89	2.6. The Contractor undertakes not to subcontract essential parts of the contracts, nor the management of the PCP activities What are the essential part of the contract?	Please refer to question PO-068-32.
PO-081-45	Procedural	The Request for Tenders (TD1)	5.5 Contract implementation, page 82	PCP WISE Consortium will encourage and facilitate matchmaking activities from Phase 1 onwards. Which activities could these be?	Please refer to Section 5.5 Contract implementation of TD1 Request for Tenders. Venture Capital involvement. Attention: The PCP WISE Consortium will play a facilitator role and not an integrator role. This is further explained under 3.5 WEIGTHED AWARD CRITERIA C.2.3 Establish connections before the end of Phase 3 with venture capital firms (or other forms of national/EU funding) to support commercialization efforts following the PCP. This includes mandatory participation in up to six scalability and replicability workshops aimed at preparing the commercialisation of the solutions beyond PCP WISE on the one hand and ensuring their uptake and future procurements by additional buyers on the other hand.
PO-082-46	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 8.47, page 105	8.47. In case of a public emergency the contractor must, if requested by hWh on behalf of the PBG or the EU, commit to rapidly and broadly exploit the products and/or services resulting from the PCP at FRAND conditions to address the public emergency. This provision applies up to 4 years after the end of the PCP. And 8.48. Please provide clarification on this point, both on the FRAND conditions as well as the contractual arrangements after completion of the assignment.	Public emergency declaration varies from country to country, but it is based on a national law and declared by a (local, regional or central) authority. If this emergency situation is declared, hWh on behalf of the PBG or the EU will request the contractor to exploit the products and/or services resulting from the PCP. FRAND conditions (and contractual arrangements) will need to be agreed on by both parties at that stage. Please note that in any case, the PBG will always have the right to use the developed technology up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2) for indefinite time and to grant (or require the contractors to grant) non-exclusive licences to third parties to exploit the results under Fair, Reasonable and Non-Discriminatory (FRAND) conditions (without the right to sub-license). Please refer to Section 2.7 Intellectual Property Rights (IPR) of TD1 Request for Tenders and article 8.35 of TD2 Framework Agreement.
PO-083-47	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 12.5, page 112	12.5. If the Contractor fails to commercially exploit the Results within this period and the circumstances of the case show that it has not used its best efforts to do so (or uses the Results to the detriment of the public interest, including EU strategic autonomy or Please explain what best efforts are.	"Best efforts" means taking all reasonable steps to achieve the objective in good faith. It includes doing everything known to be usual, necessary and proper (under the current field of PCP WISE) for ensuring the success of the project. It does not necessarily mean that the objective has to be reached though.
PO-084-48	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 21, page 122	LIABILITY 21.4. The Contractor undertakes to fulfil all the obligations arising out of this Framework Agreement, with the best possible diligence required by the nature of the Services. 21.5. The Contractor assumes liability for any and all damages caused – not covered by its professional insurance/liability policy – to anyone who is caused, in relation to the performance of the Contractual Services, relieving hWh of any liability. 21.6. The Contractor shall be responsible and liable for any damage caused by it, or its employees, agents and/or sub-contractors, directly to the members of the Public PBG or any Third Parties (including cost of restoration, penalties, loss of profits, costs and expenses, also legal expenses) which hWh is required to compensate, because of the Contractor's delay or failure to comply with its obligations. 21.7. The Contractor shall also be responsible and liable for any damages or injuries suffered by his/her property or by people who cooperate with him/her or are employed by him/her and agrees to indemnify the members of the PBG, even in court. 21.8. The Contractor hereby agrees to provide, within ten (10) days as of the signing of this Framework Agreement, evidence of the conclusion of a professional insurance/liability policy concluded with a primary insurance company and undertakes to keep such policy insurance in force for the entire duration of this Framework Agreement and the Phase Contracts (TD 3, 4 and 5) to cover all direct or indirect material damage to persons or property. For the avoidance of any doubt, the limit for each event, corresponding at least to what the law provides for at least in the field of liability and insurance, cannot be considered, under any circumstances, as a limit to compensation for damage. 21.9. To further clarify, the Contractor shall indemnify and hold harmless hWh and the members of the Public PBG, their employees, officers, directors and agents fully against any and all liabilities, claims, actions, suits or proceedings whatsoever in respect of: a) Any damage to property, including any infringement of Third Parties' IPRs. b) Any injury to persons, including injury resulting in death. c) Resulting from or in the course of, or in connection with the performance of the Services, except in so far as such damages or injury shall be due to any act or negligence of hWh or any member of the Public PBG. We read here that there is no limit of liability? Is that correct? We suggest to limit the liability for each phase to a multiple of the fee for that particular phase. Without a limit to the liability this tender will be very unattractive.	Please refer to question PO-050-14.
PO-085-49	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 22.3, page 125	ROVK 22.3.In the event of termination of the Framework Agreement for serious or repeated breach or grave professional misconduct by the Contractor, hWh shall be entitled to apply **a penalty in the amount of maximum ten percent (10%) of the Price for the PCP** set out in the Phase Contract concerning the ongoing Phase, and/or claim for compensation of damages We propose deleting Article 22.3 in its entirety and replacing all penalty provisions with the following: 'The Contractor's liability for breach of this Framework Agreement shall be limited to direct damages actually suffered by hWh, subject to the overall liability cap in Article [X]. No penalties, liquidated damages, or punitive measures shall apply. For unsatisfactory phase completion, the Contractor shall retain payment proportionate to work satisfactorily completed.	This article intends to punish serious breaches by a contractor, it is NOT LINKED to the satisfactory completion of the contract (i.e., unsatisfactory completion of the contract DOES NOT in any case lead to such penalty). It is objective is to discourage a contractor from committing any serious or repeated breach or grave professional misconduct.
PO-086-50	Procedural	General	N/A	Are selected contractors obliged to submit a tender for each subsequent phase, or is it possible for a contractor to decide not to submit an offer in a following phase without any penalty or negative consequence?	Contractors do not have the obligation to submit a tender for each subsequent phase. When invited to participate in the next phases it is the contractor's right to proceed or not. Not submitting an offer for phase 2 or 3 will not result in a penalty or negative consequences. Please refer to question PO-068-32.
PO-087-51	Legal	The Request for Tenders (TD1)	3.1 eligible tenderers, joint tenders and subcontracting, page 52	Please clarify whether tasks such as managing reporting, deliverables, and contractual timelines—without performing technical or R&D work, or assuming PCP management responsibilities—can be considered non-essential and therefore eligible for subcontracting or external service provision (therefore not under the scope of Article 4)?	Please refer to Section 3.3 Selection criteria of TD1 Request for Tenders. In particular to criterion 2 Project Management Role (Non-technical Oversight): "One CV of an expert who will be part of the project management team and will be responsible for overarching coordination tasks.(…) **They must be employed by the Contractor(s) at the time of executing the contract.**" It can thus NOT be subcontracted.
PO-088-52	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 21.11, page 123	Request to make Article 21.11 reciprocal—i.e., the Contractor should also not be liable to hWh/PBG for punitive, indirect, or consequential damages. Rationale: To ensure balanced risk allocation and mutual protection.	The liability clauses under article 21.4 - 21.14 of TD2. PCP Framework agreement are under revision. Please refer to question PO-050-14
PO-089-53	Financial	The Request for Tenders (TD1)	4.3 Financial section, page 78	Could you clarify why the tender documents only request junior and senior rates, and not a separate medior rate? What is the reason for excluding medior rates from the pricing structure?	Please note that under TD9. Financial form it is stated *"Please indicate binding (for entire project duration) hourly rates for each category of R&D resources* ***(junior, senior researchers, etc.)*** *and specify other costs".* And under the cost breakdown of each phase it is generically indicated: *"Personnel incl. hourly rates".* Meaning that you can include junior, medior and senior, as that was only an example.
PO-090-54	Procedural	The Request for Tenders (TD1)	4. CONTENT AND FORMAT OF TENDERS, page 74	Could you please confirm whether the "Documentation regarding proof of availability of testing facilities and necessary materials and/or equipment" requested on page 74, Envelope A, is point 16 on page 57, namely the ability to perform up to original development of the first products or services in an EU Member State and/or a HE Associated country?	Yes, envelope A contains the selection criteria, such as the CVs, and also selection criterion 16, which can be found in TD1: 3.3 Selection criteria on page 57.
PO-091-55	Procedural	The Request for Tenders (TD1)	3.2 Exclusion criteria, page 53	The PBG reserves the right (but does not have the obligation) to check the documents and references. Should there be any doubt as to any of the below-specified criteria, tenderers may be requested to provide additional information. Tenderers have 5 working days to reply to this request. Could you specify which types of evidence or documents you wish to receive if you request additional information regarding [the relevant criterion]?	Clarification based on the documents provided by the tenderer may be requested on a case-by-case basis. Any request for clarification will not entail any substantial modification of the offer or related documents. Moreover, the PBG will take into account that the further query is provided with clear instructions and is proportional given the deadline.
PO-092-56	General	The Request for Tenders (TD1)	4.1 Format, page 76	Could you make TD8, TD9, TD11, and TD12 available as attachments? We have noted that the required Tender Forms (TD8, TD9, TD11, and TD12) have not yet been provided. Could you kindly share these forms with us? Additionally, should we have any further queries regarding the completion of these forms, we would appreciate the opportunity to seek clarification.	TD8-TD12 are available in the document: pcp-wise-tender-documents-part-2-.docx which has been downloadable from the procurement platform since the date of publishing. There is an additional opportunity to ask for clarification during the upcoming event on 11-11-2025 where we will hold a workshop on submitting your tender.
PO-093-57	Technical	The Request for Tenders (TD1)	Annex 8.2, Technical requirements, page 176	TD part 1 - annex 8.2 technical requirements: Please confirm that the expectation is to enable commercial integration of external algorithms/models/datasets via standard OGC/FAIR APIs and a documented plugin SDK. If specific standards, formats or certification mechanisms are mandated, please list them; otherwise confirm that contractor-proposed mechanisms meeting OGC/FAIR principles are acceptable for post-PCP collaboration.	As listed in the technical requirements (Annex 8.2), OGC standards and FAIR principles are explicitly required. For example, when working with time series data, the solution shall support the OGC SensorThings API, and when working with geo-registered map images, the OGC standards WMS, WFS, and WMTS shall be supported. Beyond these, no additional specifications are mandated. Therefore, contractor-proposed approaches that comply with the OGC and FAIR requirements are considered acceptable for post-PCP collaboration. For further details, please refer to the full technical requirements (Annex 8.2).

#	Category	Tender document #	Location	Question	Answer
PO-094-58	Technical	The Request for Tenders (TD1)	Annex 7, page 162	TD part 1 - annex 7: Please confirm whether PBG will set quantitative acceptance thresholds (e.g., minimum KGE, maximum RMSE/bias, minimum correlation or minimum WISE-FIT %) for Phase-3 validation across the five lead test sites. If no thresholds will be set, please confirm that acceptance will be determined holistically under Annex 7 without fixed numeric cut-offs, and that no separate per-indicator pass/fail gates apply to the must-haves.	PBG confirms that quantitative acceptance thresholds will be applied for Phase-3 validation. In alignment with Annex 7, performance verification will follow the prescribed metrics and weights: • Rural test sites: NSE, RMSE, bias, and R^2 for soil-moisture and evapotranspiration time series. • Urban test sites: Hit Rate, False Alarm Ratio (FAR), and Critical Success Index (CSI) for flood detection; NSE and RMSE for runoff volumes. • Scoring weights: Accuracy (45 points) and Adequacy (55 points). • Decision rule: minimum 27/45 in Accuracy and 44/55 in Adequacy, equivalent to ≥ 71/100 overall. While the 71% threshold represents the quantitative acceptance criterion, the final assessment will still consider contextual and site-specific factors (e.g., data density, optical complexity, temporal representativeness) to ensure a holistic validation judgement under Annex 7.
PO-095-59	General	The Request for Tenders (TD1)	2.7 Intellectual Property Rights (IPR), page, 47 4.2 Technical section, page 77	TD part 1 - 2.7 and 4.2: Since tenderers are required to submit a draft business plan to assess the commercial potential and sustainable market introduction of the solution, what measures or Key Performance Indicators (KPIs) will the PBG use to measure the success of the operated solutions after the PCP is completed?	In the current phase of PCP WISE, the 'bidding phase', which determines the award of the framework and phase 1 contract, the draft business plan will be evaluated based upon the description of the award criterion. Please refer to TD1 section 3.5 Weighted Award criteria (specifically section C.2). Please note that the sub award criteria, its relative weighting (and consequently the maximum points) as well as the minimum thresholds may be finetuned depending on the outcomes of Phase 1 (and 2). I.e., the assessment of commercial potential and market introduction, whether by KPIs or other means of measuring will be further defined in the next PCP Phases.
PO-096-60	Financial	The Request for Tenders (TD1)	4.2 Technical Section, page 77	TD part 1 - 4.2: Please set out the PBG's intended allocation of financial risks and investment responsibilities for the operated solutions beyond the four-year operating period, so that (i) Total Cost of Ownership (TCO) for participating public authorities remains manageable, and (ii) supplier continuity and commercial viability are supported.	Please refer to Sections 2.1.Description of services to be procured (in particular point 2.1.3 The PCP Phases) and 2.5 Total budget and budget distribution (per phase) of TD1 Request for Tenders. See please also section 1. General Context and background for a definition of PCP. PCP WISE (and its budget) only covers the R&D services needed to develop the solution, no the operation and further commercialization after the PCP is over.
PO-097-61	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 8.18, page 98	Could the PCP WISE consortium clarify the expected balance or maximum limit of proprietary software usage (including COTS components) within the final integrated solution, and specifically, how such closed-source components must be licensed to the Public Buyers Group (PBG) to fully comply with the requirement for the PBG to receive an irrevocable, royalty-free, non-exclusive, non-commercial license for indefinite time, particularly regarding access to the necessary source code for future non-commercial use, maintenance, or internal adaptation by the PBG or its contractors?	Please note that article 8.18 of TD2 Framework Agreement clearly states that "*the Contractor must provide evidence that it has the ownership or the right to use all the listed pre-existing Results and IPR* ", meaning that it is the Contractor´s responsibility to have the sufficient usage rights (if not ownership) of the proposed proprietary software (including COTS components) within the final integrated solution. Please also note that this irrevocable, royalty-free, non-exclusive, non-commercial license for indefinite time is linked to the developed technology up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2). Please refer to Section 2.7. Intellectual Property Rights (IPR) of TD1 Request for Tenders.
PO-098-62	Legal	The Request for Tenders (TD1)	1. GENERAL CONTEXT AND BACKGROUND, page 16	Can you please clarify how the "definition of R&D services" (TD1) compliance requirement relates to post-PCP commercialisation obligations and associated IP transfer provisions?	Please refer to the R&D definition under Section 1 General Context and Background, in particular point 2. Public procurement of R&D services, as well as Section 3.4 Compliance criteria, in particular compliance criterion 1 Definition of R&D services as described in the most recent version of the Frascati Manual (and related footnote). PCP covers only the provision of R&D services to develop a solution, but the PBG wants to ensure that the solution (which they have co-financed) is further developed and commercialised. Hence the post-contract obligations.
PO-099-63	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 2.4, page 88	Does the "compliance with the definition of R&D services" obligation apply exclusively to: (a) activities performed during the PCP contract period (Phases 1-3); or (b) activities performed both during and after the PCP contract period, including post commercialisation activities? If the answer is (b): how should contractors reconcile the prohibition on "quantity production or supply to establish commercial viability" with the expectation to commercially exploit results post-PCP?	Please refer to question PO-098-62. It refers only to activities performed during the PCP contract execution (Phases 1-3)
PO-100-64	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 2.4, page 89	Does the "Place of performance obligation" apply exclusively to: (a) activities performed during the PCP contract period (Phases 1-3); or (b) activities performed both during and after the PCP contract period, including post commercialisation activities?	Please refer to question PO-098-62. It refers only to activities performed during the PCP contract execution (Phases 1-3)
PO-101-65	Legal	The Request for Tenders (TD1)	3.4 compliance criteria, 58	section 3.4, Compliance Criterion 2 (place of performance requirement) states that "at least 70% of the total value of activities covered by the framework agreement must be formed in EU/HE states. Footnote 22 to this provision states: "if applicable, 100% of the contracted R&D services on security components of the solutions must be performed in EU/HE states. This creates a heightened performance requirement for certain components, increasing form the general 70% threshold to an absolute 100% requirement with zero tolerance for non EU/HE performance. Can you please provide a comprehensive definition of "security components"?	The 100% referred to in the footnote only applies to security components and it is not applicable under this PCP WISE.
PO-102-66 (PART 1)	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 5.3, page 91 Article 6.1, page 93	The current wording of article 5.3 under b creates an absolute obligation on the Contractor to obtain and maintain all necessary licenses and consents. This presents significant practical and commercial challenges since many licenses and consents required are not within the Contractor's unilateral control. We respectfully propose amending article 5.3(b) to reflect a more balanced allocation of risk and responsilibilty: b) Use best efforts to obtain and at all times maintain during the collaboration all necessary Licenses and consents required for the performance of this Framework Agreement, provided that: (i) The Contractor shall promptly notify hWh of any Licenses or consents that are required and any difficulties encountered in obtaining them; (ii) hWh and the PBG members shall provide reasonable assistance to the Contractor in obtaining Licenses and consents that require PBG cooperation, including: - Access to PBG member premises, systems and data - Introductions and liaison with data providers, pilot site operators and regulatory authorities - Support in negotiating data access agreements and permissions - Provision of necessart documentation and authorisations (iii) Where Licenses or consents cannot be obtained despite the Contractor's best efforts and PBG's reasonable assistance, the Parties shall consult in good faith to identify alternative approaches or adjust the scope of work accordingly; (iv) The Contractor shall not be in breach of this obligation if failure to obtain Licenses or consents is due to: - Refusal by third parties beyond Contractor's reasonable control - Prohibitive costs imposed by third-party licensors - Delays or refusals by regulatory authorities - Failure by PBG members or pilot site operators to provide necessary cooperation - Changes in applicable law or third-party licensing terms. We also propose amending the warranty in Article 6.1 to align with the modified obligation: "The Contractor warrants and represents to use best efforts to have and maintain full capacity and authority to obain all necessary usage Licenses, permits and consents with the related rights related tot he PCP Project during the duration of the Framework Agreement, and shall promptly notify hWh of any circumstances that may prevent or delay obtaining such Licenses, permits or consents."	Regarding both article 5.3.b) and 6.1 of TD2 Framework Agreement, it is the Contractor´s responsibility to have all the necessary/sufficient usage rights (if not ownership) required for the performance of PCP WISE as indicated in their offer (e.g. Licenses and consents). Contractors should not submit proposals containing information of which they are not sure or do not have sufficient usage rights/ownership.
PO-102-66 (PART 2)	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 5.3, page 91 Article 6.1, page 93	(C) Consuttation Mechanism: If the Contractor considers that a Change in Law or hWh-imposed requirement will materially increase its costs, it shall: - Notify hWh in writing within fourteen (14) days of becoming aware of the change or requirement; - Provide reasonable evidence of the anticipated cost increase; - Propose options for mitigating the impact, including scope adjustments, timeline extensions, or alternative compliance approaches. The Parties shall consult in good faith within twenty-one (21) days of such notification to agree an equitable solution. (D) Excluded Changes: The Contractor shall bear the costs of compliance with Changes in Law or new requirements where: - The change or requirement was reasonably foreseeable at the time of tender submission; - The cost increase is not material (i.e., does not exceed the threshold in paragraph (A)); - The change or requirement results from the Contractor's breach of its obligations under this Framework Agreement; - The change or requirement applies generally to all businesses operating in the relevant jurisdiction and does not disproportionately affect the Contractor's performance of this Framework Agreement. (E) Indemnity Limitation: The Contractor shall indemnify and hold harmless hWh, the members of the PBG and any Third Party for consequences arising from the Contractor's breach of rules, regulations, technical requirements, and safety regulations that were: - In force at the date of signature of this Framework Agreement; or - Introduced after signature but where the costs of compliance have been addressed pursuant to paragraphs (A) or (B) above. The Contractor's total aggregate liability under this indemnification obligation (and under all other indemnification obligations in this Framework Agreement, including Article 21.9) shall be capped at - 100% of the fees per Phase The Contractor shall not be liable to indemnify for consequences arising from compliance with Changes in Law or hWh-imposed requirements where the Parties have not agreed an equitable adjustment pursuant to paragraphs (A) or (B) and the Contractor has acted in good faith to comply within its existing resources."	See PO-102-66 (PART 1)

#	Category	Tender document #	Location	Question	Answer
PO-103-67	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 5.3, page 91	This article creates unlimited, unquantifiable financial exposure that cannot be priced into the tender. We respectfully propose amending article 5.3(h) under i and ii to reflect a more balanced allocation of risk and responsilibilty: "i) Observe, comply with and ensure that its team observes all rules, regulations, technical requirements, safety regulations and any other reasonable requirements enacted or issued by hWh or applicable law, subject to the following provisions: (A) Changes in Law: Where, after the date of signature of this Framework Agreement, any change in applicable law, regulation, or mandatory technical standard (a "Change in Law") materially increases the Contractor's costs of performing its obligations under this Framework Agreement, the Parties shall consult in good faith to agree an equitable adjustment to: - The Price to reflect the increased costs; and/or - The scope of work or deliverables to mitigate the impact; and/or - The timeline for performance to allow compliance. For the purposes of this provision, a "material increase" means an increase in costs exceeding 5% of the relevant Phase Contract value or €25,000, whichever is lower. (B) hWh-Imposed Requirements: Where hWh issues new rules, regulations, technical requirements, or other requirements after the date of signature of this Framework Agreement that were not reasonably foreseeable at the time of tender submission and that materially increase the Contractor's costs of performance, hWh shall either: - Bear the reasonable incremental costs of compliance; or - Agree with the Contractor to adjust the scope of work or deliverables to accommodate the new requirements within the existing Price; or - Withdraw or modify the new requirements. New requirements shall be considered "reasonably foreseeable" if they: - Were referenced or contemplated in the Request for Tender (TD1) or Framework Agreement (TD2); - Relate to compliance with existing legal or regulatory frameworks applicable at the date of tender submission; - Constitute standard industry practice or best practice in the relevant field; or - Are necessary to comply with the Contractor's existing obligations under this Framework Agreement.	Please note that "any increased costs, resulting from the need to observe the rules and regulations referred to in the previous paragraph, even if entered into force after the signing of the Framework Agreement, will remain the exclusive responsibility of the Contractor, unless it would be unreasonable for Contractor to, in which case the Parties will consult with each other in all fairness how to deal with any of these increased costs". Therefore, the provisions foresee a fair assessment of a specific situation. On the limitation of the liability, a contractor should be liable for the execution of the contract and any damages related to said execution. The PBG cannot be responsible of an action of the contractor causing an infringement.
PO-104-68	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 6.2, page 93	The provision creates an absolute, strict liability warranty that the information "will be" correct, accurate and up to date, with no qualifications or limitations. We respectfully propose amending article 6.2 under i and ii to reflect a more balanced allocation of risk and responsilibilty: "The Contractor shall use best efforts to ensure that information it provides under this Framework Agreement is materially accurate and complete as at the date provided. The Contractor shall promptly notify hWh if information becomes materially inaccurate or outdated. This obligation excludes estimates, projections, preliminary materials, and third-party information."	Please refer to question PO-102-66.
PO-105-69	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights (IPR), page 47	Can you confirm that the "irrevocable license for indefinite time" granted to PBG applies exclusively to: the specific version(s) of results/deliverables accepted and delivered during the PCP contract period and not to all future versions, updates, upgrades, modifications, and derivative works of such results/deliverables (post-contract developments)?	The PBG has the right to receive an irrevocable, royalty free, non-exclusive license to use the developed technology up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2) for indefinite time. It does not cover post-contract developments. Please refer to the Request for Tenders (TD1) section 2.7. Intellectual Property Rights (IPR). Please, also refer to question PO-013.
PO-106-70	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights (IPR), page 47	Can you confirm that PBG's indefinite license does not include - (a) bug fixes and error corrections (b) security patches and vulnerability updates (c) maintenance releases (d) any other form of support - post-contract? And can you with that confirm our understanding that License rights are irrevocable and perpetual, surviving contract termination whilst Support obligations terminate upon contract expiry or termination?	Please refer to question PO-105-69.
PO-107-71	Procedural	Tender Document 2 (TD 2): Framework Agreement	Article 8.13, page 97	Can you confirm that the ESCROW (a) or copies (b) apply to the the specific version(s) of results/deliverables accepted and delivered during the PCP contract period and not to all future versions, updates, upgrades, modifications, and derivative works of such results/deliverables (post-contract developments)?	Please refer to question PO-105-69.
PO-108-72	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 8.15, page 97	Can you confirm that when PBG data is used to train a model/algorithm it can be further used in the end product post-contract?	Data sets marked as open and listed under point 2. Available data sets from the PBG of Annex 9. Data sets of TD1 Request for Tenders can be used in the development and further commercialisation of the solution developed under PCP WISE. If suppliers wish to continue using the PBG data post contract, this may be considered by the PBG upon completion of all the phases. This will be determined in consultation with the PBG during future PCP WISE phases.
PO-109-73	Legal	The Request for Tenders (TD1)	2.7 Intellectual Property Rights (IPR), page 47	Are there any express or implied limitations on PBG's irrevocable license that would affect its scope: Eg. Use restrictions / geographic restrictions / number of users?	Please refer to the Request for Tenders (TD1) section 2.7. Intellectual Property Rights (IPR). Please also refer to article 8.35 of TD2 Framework Agreement. There are no geographic or user limitations. Please also note that the license applies only to the results obtained within the PCP up to TRL7 or TRL8. Please refer to question PO-105-69.
PO-110-74	Procedural	Tender Document 2 (TD 2): Framework Agreement	Article 8.42, page 105	PBD has the right to grant FRAND licenses to third parties – is this only during contract term or post-contract as well? The tender documents establish the PBG's right to compel FRAND licensing but provide no framework for: - Contractor's maintenance/support obligations to third-party licensees - Cost allocation or fee structures for expanded support - Liability boundaries when multiple parties use the technology - Competitive protection measures for the original contractor. How will this be arranged?	The licenses do not cover post-contract developments. Please refer to question PO-105-69.
PO-111-75	Financial	Tender Document 2 (TD 2): Framework Agreement	Article 12.5-12.7, page 112	1. Can a 12-month cure period be added? A 12 months written notice and opportunity to cure before any transfer right arises. 2. Can "public interest" and "EU strategic autonomy" be defined with objective criteria? 3. Can the scope of the transfer be limited (instead of all results wordwilde) 4. Replace "no-cost transfer" with fair market value or reasonable royalty	1, The contractor already has been allocated a 4 year period to commercially exploit the Results. 12 additional months would imply adding a full year with no good reason and in detriment of the public interest. See article 8.26.c) of TD2 Framework Agreement. 2. Public interest refers to the general welfare and well-being of the public as a whole, distinguishing it from private or individual interests. EU strategic autonomy (EU-SA) refers to the capacity of the EU to act autonomously – that is, without being dependent on other countries – in strategically important policy areas. These can range from defence policy to the economy, and the capacity to uphold democratic values. (See European Parliament BRIEFING - EU Strategic Autonomy Monitor - EU strategic autonomy 2013-2023. From concept to capacity July 2022). In the case of PCP WISE it means using its results in detriment of the EU interest: not further commercialising the solution or not even trying to commercialise it in Europe. 3. No, this is the usual structure for an EU funded PCP. 4. The no-cost transfer only applies if the contractor has breached their obligations.
PO-112-76	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 8.35, page 103	Please name all organisations and affiliated entities that will be granted the royalty-free license under the Framework agreement mentioned in article 8.35 Can any of these organizations grant third party licenses or sublicences and if so what would be the arrangement (conditions, costing etc)?	Please note that the PBG has the right to receive an irrevocable, royalty free, non-exclusive license to use the developed technology up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2) for indefinite time. This includes the PBG listed under section 2.3. Public buyers and other parties involved in the PCP and Annex 2. Information about the PBG of TD1 Request for Tenders. But please also note that the PBG can also grant (or require the contractors to grant) non-exclusive licences to third parties to exploit the results under Fair, Reasonable and Non-Discriminatory (FRAND) conditions (without the right to sub-license). I.e., the number is not limited. Please see Section 2.7. Intellectual property Rights (IPR) of TD1 Request for Tenders. Please refer to question PO-105-69.
PO-113-77	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 8.13, page 97	Does each organization and affiliated entity get a copy of the results (e.g. platform and API/models / source-code) in case the contractor is not able to commercially exploit the results?	Please refer to article 8.13 of TD2 Framework Agreement: "*The Contractor is required to deposit copies of the Results (e.g. source codes of software and all related documentation, design specifications of prototypes, documentation about the foreground IP etc) to guarantee the PBG continued access to the Results:* *a) Under an ESCROW agreement with a reputable escrow agent. If requested by the contracting authority, a tri-party agreement shall be signed between the escrow agent, the contractor and the contracting authority (on behalf of the members of the PBG), duly protecting the interests of the contracting authority and the PBG in case of bankruptcy or liquidation of the contractor and ensuring that in such cases the members of the PBG shall obtain a copy of the results.* *b) By providing to the PBG a copy of designs, drawings, reports and specifications.*
PO-114-78	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 12.9.10, page 112	What if the results are not commercialized in the EU? Does the contractor still have the right to commercially exploit it in other parts of the world, or does the PBG take the IP rights for the whole world in this scenario?	Please note that commercialisation efforts are not just limited to the EU. However, best efforts need to be implemented in order to commercialise the solution in the EU. Commercialisation outside of the EU has additional requirements. Please see article 12.9 and 12.10 of TD2 Framework Agreement.

#	Category	Tender document #	Location	Question	Answer
PO-115-79	Legal	The Request for Tenders (TD1)	1. GENERAL CONTEXT AND BACKGROUND, page 16	After the 3 phases of the PCP, the platform will incur hosting and maintenance costs. If the PBG and its affiliated entities are not willing to pay for the upkeep of the platform and its API/models in the background (for instance in subscription form, or on a basis for actual use), does this count as that the platform is not commercially exploited and therefore the IP rights of the results transfer to the PGB. And what will be the process if the contractor in time (so after the 3 phases) would like to stop with the further development and maintenance of the deliverable (conditions, handing over, payments etc)? What will be the process if the contractor in time (so after the 3 phases) would like to sell the deliverable (rights, handing over, payments etc)?	Please refer to the R&D definition under Section 1 General Context and Background, in particular point 2. Public procurement of R&D services, as well as Section 3.4 Compliance criteria, in particular compliance criterion 1 Definition of R&D services as described in the most recent version of the Frascati Manual (and related footnote). PCP covers only the provision of R&D services to develop a solution, but the PBG wants to ensure that the solution (which they have co-financed) is further developed and commercialised. How the commercialisation (and related costs) takes place after PCP WISE is over, is up to the contractor. Please also refer to Section 2.7 Intellectual Property rights (IPR) of TD1 Request for Tenders: "The contractor(s) may transfer the ownership of the results to a third party only after successful conclusion of phase 3, giving at least a 90 day advance notice to the PBG. The new owner will be bound by the Framework Agreement. The PBG can object if its access rights will be affected. In this case, the transfer won't take place until an agreement is reached. The contractor(s) may not transfer ownership or the results or give exclusive licenses, if this would conflict with the right of first refusal for the PBG to buy the results. The contractors may not transfer ownership of their results or grant licenses to third parties which are not established in EU Member States nor HE associated countries (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by PBG who will request prior approval from the granting authority that is co-financing the PCP.
PO-116-80	Legal	The Request for Tenders (TD1) Tender Document 2 (TD 2): Framework Agreement	2.7 Intellectual Property Rights (IPR), page 47 Article 8.26, page 101	Are there other conditions, besides non-commercialization under which the contractor could lose its rights	Please refer to Section 2.7 Intellectual Property rights (IPR) of TD1 Request for Tenders and article 8.26 of TD2 Framework Agreement.
PO-117-81	Financial	The Request for Tenders (TD1)	Annex 9, page 180	Which satellite imagery are available to bidders? Does the cost of commercial satellite imagery need to be factored in the pricing, or can these be provided via e.g. ESA CCM or another such channel? E.g from Planet, ICEYE, SatVu, TerraSAR-X etc.	Please refer to Annex 9, in particular carefully read point 1. Copernicus Contributing Mission (CCM) Data. Additionally, bear in mind that Tenderers can propose to use other datasets. Please note that it is up to each tenderer/consortium to make sure that they have the sufficient rights to use the data sets for the development and testing of the solutions in the different testing locations (see annex 1. Challenge brief: Use Cases & Test Sites in TD1) and for the further commercialisation of the solution once the PCP Wise project is over.
PO-118-82	Financial	The Request for Tenders (TD1)	(see answer)	The platform will potentially need data updates over time (maybe even continuously). These come at a cost, is this expected to be included in the current budget and the free license? If so, for how many years? If not, would the currently requesting organizations have to pay for future additional data and new features beyond the current deliverables?	PCP WISE covers PCP PHASE 1 – SOLUTION DESIGN; PCP PHASE 2 – PROTOTYPE DEVELOPMENT (and testing of technologies) and PCP PHASE 3 – VALIDATION AND DEMONSTRATION OF THE SOLUTIONS (end-users piloting services in operational environment). Commercialisation and maintenance costs - after PCP WISE - should be considered by technology providers, particularly in their commercialisation and exploitation plans. During the Commercial exploitation of the results (See TD1: 2.7 Intellectual Property Rights (IPR)), the selected contractors of PCP WISE and the Framework Agreement (TD2) are obliged to commercially exploit the results of the R&D undertaken in the PCP. Please be aware that the PBG has the right to receive an irrevocable, royalty free, non-exclusive license to use the developed technology up until TRL7-8 (or up to the point it was developed by contractors in Phase 1 and 2). Adding new data or new features beyond the deliverables after the PCP WISE project can be further commercialised to the public buyers of the PBG and also to other interested organisations. However, it is for the public buyers to decide on the purchase of the commercial solutions, for instance via a Public Procurement of Innovative solutions (PPI) or other means of procurement. Please see Section 1. GENERAL CONTEXT AND BACKGROUND of TD1 Request for Tenders.
PO-119-83	General	The Request for Tenders (TD1)	1. GENERAL CONTEXT AND BACKGROUND, page 16	If we would add new features to our deliverable in the future would we be free to add what we want or do the currently requestion organizations still have say in the direction the platform evolves?	After the PCP, when consortia further commercialise their solution, they are free to customise/develop as they see fit. In fact, PCP WISE encourages parties to freely evolve their solutions to find a good fit with market demands to increase the uptake of PCP WISE outcomes. Please see Section 1. GENERAL CONTEXT AND BACKGROUND of TD1 Request for Tenders for more information on the rationale of PCP WISE. Nonetheless, you should bear in mind that the PBG already represents (part of) the market for this solution and, therefore, it can provide market insights in features they find valuable. Ideally, PCP WISE contractors keep in mind that their solution can tackle needs of various potential buyers across Europe.
PO-120-84	Legal	The Request for Tenders (TD1)	5.5 Contract implementation, page 82	If the contractor is a team of entities, can we change the legal setup over the course of the various phases to tailor it as much as possible to the needs? And can partners be added or taken out?	Please refer to questions PO-007 and PO-011.
PO-121-85	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 23, page 126	What if a certain third-party data provider stops delivering data which will impact the functioning of the deliverable. Will this be considered force-majeure?	Please refer to Article 23 of TD2 Framework Agreement which specifically states that *"Circumstances that a diligent Contractor could have prevented by taking the customary and reasonable precautions* ***are not considered force majeure*** *, including those relating to internal strikes and illness,* ***and/or any default of a Service, defect in equipment or material or delays*** *, unless they stem directly from a relevant case of force majeure.* " Please note that *force majeure* is a very exceptional situation that could not be foreseen by a diligent contractor and that fully escapes its control (usually linked to natural disasters, wars…)
PO-122-86	Technical	The Request for Tenders (TD1)	Annex 9, page 180	If the currently procuring entities have data streams or platforms (owned or provided through 3rd parties) that are relevant for the overall deliverable, would it be an option to integrate/ connect these and under what conditions?	Please see Annex 9. In particular point 2. Available data sets from the PBG.
PO-123-87	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 8.42, page 105	We note that Article 8.42 requires the Contractor to grant FRAND licences to third parties for Results IPR. We seek clarification that this obligation applies only to Results IPR and does not extend to Sideground IPR or Background IPR. We propose adding the following sentence to Article 8.42: 'For the avoidance of doubt, the Contractor's obligation to grant FRAND licences to third parties under this Article 8.42 applies only to Results IPR. Sideground IPR and Background IPR shall remain the exclusive property of the Contractor and shall not be subject to any licensing obligation to third parties under this Framework Agreement.'"	Please refer to Section 2.7 Intellectual Property rights (IPR). The access is indeed to the developed technology (i.e., foreground IPR), but also to the Sideground and Background IPR, as long as it is necessary for the developed solution to work. Please also note that this access is to the developed technology up until TRL7 or 8 (or up to the point it was developed by Contractors of Phase 1 and 2). Please also refer to PO-051-15
PO-124-88	Legal	Tender Document 2 (TD 2): Framework Agreement	Article 21.13, page 123	Currently, the Framework Agreement imposes unlimited liability and indemnification obligations on the Contractor across multiple provisions. This creates an asymmetric and commercially unviable risk allocation for an R&D contract. We propose to change article 21.13 as follows: Notwithstanding any other provision in this Framework Agreement or any Phase Contract, the Contractor's total aggregate liability to hWh, the members of the Public PBG, the EU, and any Third Parties arising out of or in connection with this Framework Agreement, any Phase Contract, or the performance of the Services (whether in contract, tort (including negligence), breach of statutory duty, indemnification, or otherwise) shall not exceed one hundred percent (100%) of the Price paid or payable to the Contractor for the Phase in which the liability arises. We kindly request that the other liabilities and indemnifications included in this framework agreement, excluding customary carve-outs such as gross negligence, also fall under this cap.	The article has been elaborated carefully. A contractor should be liable for the execution of the contract and any damages related to said execution. This liability should not just be limited to the price paid to the contractor, as then, the PBG (or in case of Article 21.13 of TD2 Framework Agreement even the EU) would be responsible for the actions of the contractor in the execution of the project. Please also refer PO-050-14, for further explanation on the liability clause.
PO-125-89	Legal	The Request for Tenders (TD1)	Annex 9, page 180	CCM data is critical for Use Cases 1 and 3 but freely available only during PCP. Post-PCP commercialisation requires separate licensing, creating unquantifiable risk that could render exploitation commercially unviable through no fault of the Contractor. We propose adding the following three critical provisions to protect the Contractor's ability to commercialise Results post-PCP: 1. Conditional Exploitation Obligation Add to Article 8: "The Contractor's obligation to use best efforts to commercially exploit Results is expressly conditional upon obtaining post-PCP data access (including CCM thermal infrared data) on commercially reasonable terms. 'Commercially reasonable' means licensing costs that do not exceed 5% of anticipated product revenues." 2. PBG Assistance Commitment Add to Article 5.4: "hWh and the PBG shall provide reasonable assistance to the Contractor in securing post-PCP data access commitments from CCM, ESA, and other data providers, including introductions, liaison support, and advocacy for favourable commercial licensing terms." 3. IP Transfer Protection Add to Article 8: "Data unavailability or prohibitive data licensing costs (exceeding commercially reasonable terms) shall not constitute failure to exploit Results and shall not trigger IP transfer provisions under this Framework Agreement."	Please refer to question PO-117-81.
PO-126-90	General	The Request for Tenders (TD1)	Annex 8, page 172	hyperlink 41 refers to a document in Greek and doesn't work	Correct. This hyperlink was added to the document per accident. The correct footnote is ONLY the text at the end of the link: *Definition sector: e.g. city Green Park division, City Hydrology Division, City Infrastructure (street/assets) maintenance division, City Living Health/Climate social division, etc.*

#	Category	Tender document #	Location	Question	Answer
PO-127-91	General	General	N/A	Will you update the tenderdocuments based upon changes indicated in the information notice that contains the answers of the Q&A	Yes, in case of any punctual changes, an updated version of the tender documents will be uploaded following an information notice. The changes will be marked and duly communicated in the e-procurement platform.