



CONSOLIDADO DEFINITIVO DOCUMENTOS DE VERIFICACIÓN HABILITANTES  
SELECCIÓN ABREVIADA SUBASTA INVERSA No. 013/2012  
09 DE OCTUBRE DE 2012

OBJETO: ADQUISICIÓN DE LICENCIAS DE PRODUCTOS MICROSOFT ENTERPRISE AGREEMENT PARA EL MINISTERIO DE RELACIONES EXTERIORES Y/O SU FONDO ROTATORIO

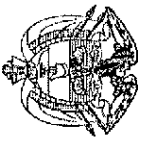
OFERENTE	EVALUACIÓN JURÍDICA	EVALUACIÓN TÉCNICA	EVALUACIÓN FINANCIERA	EVALUACIÓN ECONOMICA
1. DELL COLOMBIA INC	RECHAZADO	RECHAZADO	CUMPLE	_____
2. UNION TEMPORAL BEXTECHNOLOGY -CONTROLES EMPRESARIALES	CUMPLE	CUMPLE	CUMPLE	CUMPLE
3. UNION TEMPORAL CVS 2012	CUMPLE	CUMPLE	CUMPLE	RECHAZADO

1. DELL COLOMBIA INC: El resultado de la evaluación fue el siguiente:

RESULTADO DE LA EVALUACIÓN JURIDICA:

\*1 El oferente no incluyó la Nota Final a la carta de presentación de la oferta.

\*2 En la Certificación de parafiscales el Oferente No certifica que se encuentra a paz y salvo en el sistema general de riesgos profesionales.



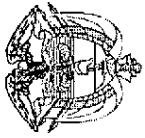
\*3 El Valor de la póliza de seriedad de la oferta asegurado por el oferente es de:\$1.035.175.425, valor que no corresponde al 20% del valor del presupuesto asignado dentro del presente proceso de selección, por cuanto debe corresponder a: \$1.035.175.425,4, de conformidad con lo indicado en el literal b) del numeral 2.1.2.7.2. **CONDICIONES DE LA GARANTIA DE SERIEDAD DE LA PROPUESTA**, del pliego de condiciones.

\*4 El oferente No aportó certificación de fabricante original dirigida al Fondo Rotatorio del Ministerio de Relaciones Exteriores.

No obstante no se requerirá al oferente, toda vez que se encuentra incurso en causal de rechazo técnico No.4 y 11, del numeral 1.26 del pliego de condiciones del presente proceso de selección.

El oferente mediante comunicación del 28 de septiembre de 2012, aportó:

1. Carta de presentación con la Nota: Subsanó
2. Aclaración a riesgos laborales: Respecto a lo manifestado por el proponente, es preciso indicar que el tema de los Riesgos Laborales se encuentra consagrado en la Ley 1562 del 11 de julio de 2012, en la cual se define el Sistema General de Riesgos Laborales como el *"Conjunto de entidades públicas y privadas, normas y procedimientos, destinados a prevenir, proteger y atender a los trabajadores de los efectos de las enfermedades y los accidentes que puedan ocurrirles con ocasión o como consecuencia del trabajo que desarrollan. (...)"*, por lo tanto se evidencia que los Riesgos Laborales si existen en el ordenamiento jurídico colombiano y son diferentes a los riesgos profesionales, por cuanto la ley aquí señalada no derogó en su totalidad el decreto 1295 de 1994. De igual manera el último inciso del artículo 7 de la ley 1562 de 2012, establece que la empresa reportada en mora no podrá presentarse a procesos de contratación y es por ello que se estableció en el numeral 2.1.2.6 del Pliego de Condiciones, la exigencia de que los oferentes presentaran con su oferta certificación original suscrita por el revisor fiscal ó representante legal, según sea el caso en la cual se manifestará que no se encuentra en mora en el pago de los aportes al Sistema General de Riesgos Laborales. Como consecuencia no aporta certificación de Riesgos Laborales.
3. Póliza corregida: aporta póliza 2106260 Anexo No.1, por la suma de 1.035.175.40.
4. Aporta Certificación de fabricante original dirigida al Fondo Rotatorio del Ministerio de Relaciones Exteriores.
5. Aporta Aclaración Técnica.



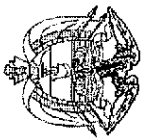
No obstante el oferente continúa incurso en la causal de rechazo técnico No.4 y 11, del numeral 1.26 del pliego de condiciones del presente proceso de selección

### RESULTADO DE LA EVALUACIÓN TÉCNICA:

1\* El oferente no cumple con el numeral 6 del anexo técnico No.2, teniendo en cuenta que el producto ofertado es CodePlex SharePoint Web Parts for Moodle. Este producto no es un sistema de Gestión de aprendizaje, este es un conector que integra SharePoint con la plataforma LMS Moodle, el cual es un software libre. En la siguiente URL <http://moodle2003wp.codeplex.com/> se puede comprobar que este producto es un conector que se integra con SharePoint Services 2.0/3.0 o SharePoint Portal Server 2003/Office SharePoint Server 2007 con algunos sistemas de Moodle y no se integra con SharePoint 2010, incumpliendo con el requerimiento de la Entidad. Debido a que el software ofrecido no es un sistema LMS ((LEARNING MANAGEMENT SYSTEM), sino un conector, el producto no permite la gestión de planes de estudio y rutas de aprendizaje personalizadas, ni evaluar el desempeño paso a paso y hacer el seguimiento del uso de todas las herramientas de aprendizaje virtual y de trabajo colaborativo. Por lo anterior se encuentra *incurso en las causales de rechazo No.4 y 11, que consagran:* "Cuando la propuesta esté incompleta en cuanto omite la inclusión de información considerada en el pliego de condiciones como excluyente o de alguno de los documentos necesarios para la comparación objetiva. Así mismo, se procederá cuando se modifique el contenido y/o no se comprometa el proponente con las especificaciones técnicas mínimas excluyentes" y "Cuando no se ofrezca la totalidad de los requisitos y elementos solicitados en el Anexo No.2."

\*2 El oferente no cumple con el numeral 7 del anexo técnico No.2., toda vez que el producto ofrecido por el proponente es libre y no tiene ninguna garantía, en tal sentido el proponente no podría entregar al supervisor del contrato el licenciamiento del producto para usuarios ilimitados. Lo anterior se puede verificar en la siguiente URL <http://moodle2003wp.codeplex.com/license>. Por lo anterior se encuentra *incurso en las causales de rechazo No.4 y 11, que consagran:* "Cuando la propuesta esté incompleta en cuanto omite la inclusión de información considerada en el pliego de condiciones como excluyente o de alguno de los documentos necesarios para la comparación objetiva. Así mismo, se procederá cuando se modifique el contenido y/o no se comprometa el proponente con las especificaciones técnicas mínimas excluyentes" y "Cuando no se ofrezca la totalidad de los requisitos y elementos solicitados en el Anexo No.2."

3\* La certificación de Fabricante aportada por el oferente no es original y no se encuentra dirigida a nombre del FONDO ROTATORIO DEL MINISTERIO DE RELACIONES EXTERIORES. No obstante no se requerirá al oferente por encontrarse incurso en causal de rechazo 4 y 1 del numeral 1.26 del pliego de condiciones.



Mediante oficio de fecha 28 de septiembre de 2012, la firma Dell Colombia allega observaciones frente a la evaluación técnica numerales 6 y 7, afirmando que cumple con las especificaciones técnicas del pliego de condiciones en virtud a que en forma implícita a folio 83 ofrece el Sistema de Gestión de aprendizaje ya que junto con el conector Codeplex SharePoint Web Parts está ofertando el LMS Moodle. Como se observa a folio 83 de la propuesta presentada por la firma, el proponente oferta un conector y la Entidad no puede asumir ofrecimientos que la firma no estipula de forma explícita en su propuesta. En tal sentido, la Entidad no acepta la observación presentada por la firma y se mantiene en su evaluación técnica. De acuerdo a lo señalado el oferente continúa incurso en causal de rechazo técnico No.4 y 11 del numeral 1.26 del pliego de condiciones, que *consagran*: “Cuando la propuesta esté incompleta en cuanto omite la inclusión de información considerada en el pliego de condiciones como excluyente o de alguno de los documentos necesarios para la comparación objetiva. Así mismo, se procederá cuando se modifique el contenido y/o no se comprometa el proponente con las especificaciones técnicas mínimas excluyentes” y “Cuando no se ofrezca la totalidad de los requisitos y elementos solicitados en el Anexo No.2.”

Igualmente, la Entidad se permite aclarar que el comité evaluador técnico por error de digitación en su evaluación técnica preliminar en el numeral 3 del anexo técnico No.2 registra No cumple, sin embargo una vez verificada la oferta se constató que el oferente si cumple con el numeral 3, por lo cual se hace la corrección en la evaluación técnica definitiva.

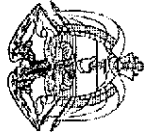
De otro lado el oferente aporta certificación de fabricante original dirigida al Fondo Rotatorio del Ministerio de Relaciones Exteriores.

## **2. UNION TEMPORAL BEXTECHNOLOGY –CONTROLES EMPRESARIALES: El resultado de la evaluación fue el siguiente:**

### **RESULTADO DE LA EVALUACIÓN JURIDICA:**

**\*1** El numeral 20 de la carta de presentación Anexo No.1 debe ser modificado por el oferente en tratándose de ser una Unión Temporal, por lo que deberá indicar únicamente en el referido numeral que *“en caso de resultar adjudicatario deberá abrir una cuenta a nombre la unión temporal o consorcio previo expedición del RUT”*.

**\*2** El convenio de Unión temporal en el párrafo primero de la cláusula sexta manifiesta *“Independientemente del cumplimiento de las normas tributarias en materia de Expedición del Nit, correspondiente para la Unión Temporal, las partes convienen en desarrollo de las mismas, que en el evento de resultar adjudicataria la Unión Temporal Controles Empresariales Ltda, facturará el 100% No.8000538607 – 2.”* De acuerdo a lo anterior el



convenio de Unión temporal hizo caso omiso al párrafo segundo del numeral 2.3.2. del pliego de Condiciones, que indica: *"En caso que el consorcio o unión temporal sea adjudicatario del contrato, procederá a abrir una única cuenta a nombre del consorcio o de la unión temporal y presentará la certificación de la misma como requisito previo a la suscripción del contrato. Así mismo, adquirirá un Número de Identificación Tributaria (NIT) y allegará copia del respectivo RUT"*, por lo tanto debe ser modificado dicho párrafo en el convenio de Unión Temporal.

**\*3 BEXTECHNOLOGY** No certifica encontrarse a paz y salvo en el sistema general riesgos profesionales, de conformidad con el numeral 2.1.2.6 del pliego de condiciones, por lo que deberá requerirse al oferente para que certifique su cumplimiento.

**\*4** El Valor de la póliza de seriedad de la oferta asegurado por el oferente es de: \$1.035.175.425, valor que no corresponde al 20% del valor del presupuesto asignado dentro del presente proceso de selección, por cuanto debe corresponder a: \$1.035.175.425.4, de conformidad con lo indicado en el literal b) del numeral **2.1.2.7.2. CONDICIONES DE LA GARANTIA DE SERIEDAD DE LA PROPUESTA**, del pliego de condiciones.

**\*5** La póliza de seriedad de la oferta no ampara en su totalidad el literal a) del numeral 2.1.2.7.3. ALCANCE DEL AMPARO Y CONTENIDO MÍNIMO DE LA GARANTÍA, del pliego de condiciones. Se requiere que el oferente modifique la póliza en dicho sentido.

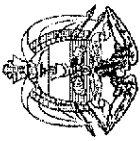
**Mediante comunicación de fecha 28 de septiembre de 2012, el oferente allegó:**

1. Carta de Presentación de la oferta: Subsanó.
2. Convenio de Unión Temporal: Subsanó.
3. Certificación de pago de aportes a Riesgos Profesionales: Aunque incluyó los riesgos profesionales requeridos, omitió los riesgos laborales, los cuales se encontraban certificados a folio 48 de la propuesta inicial. No cumple.
4. Póliza de seriedad de la oferta: Subsanó.

**Mediante comunicación de fecha 01 de octubre de 2012, el oferente allegó:**

1. Certificación de pago de aportes a Riesgos Profesionales y Riesgos profesionales. Subsanó. Cumple.

**3. UNION TEMPORAL CVS 2012: El resultado de la evaluación fue el siguiente:**



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## RESULTADO DE LA EVALUACIÓN JURIDICA

**\*1** El numeral 5 línea 2 de la Carta de presentación presentada por el oferente en su oferta, indica literalmente "contratación", la palabra correcta es **contradicción**; en el numeral 15, no indica los integrantes de la Unión Temporal. En el numeral 21 de la carta presentada, numeral 22 del anexo No. 1 del pliego, faltó incluir "En caso de uniones temporales o consorcios, se entiende que con la suscripción de esta carta, todos y cada uno de sus miembros o integrantes efectuarán esta declaración". El oferente deberá allegar la carta de presentación modificada.

**\*2** El oferente deberá realizar modificación a la póliza, incluyendo como beneficiario al MINISTERIO DE RELACIONES EXTERIORES con NIT 899.999.042 – 9. De igual manera se deberá incluir en la garantía que será exigible por su valor total ante el incumplimiento en que incurra cualquiera de los integrantes del grupo proponente, de conformidad con lo señalado en el literal d) del numeral 2.1.2.7.2 del Pliego de Condiciones.

**\*3** El oferente deberá realizar la modificación de La póliza de seriedad de la oferta teniendo en cuenta que no ampara los literales a) incluyendo sus numerales, b) c) d) del numeral 2.1.2.7.3.ALCANCE DEL AMPARO Y CONTENIDO MÍNIMO DE LA GARANTÍA, del pliego de condiciones.

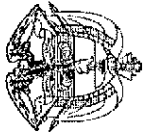
**El oferente mediante comunicación de fecha 28 de septiembre de 2012, aportó:**

1. Carta de presentación de la oferta corregida. Subsanó.
2. Póliza de seriedad de la oferta corregida incluyendo el asegurado Ministerio de Relaciones Exteriores y los numerales requeridos. Subsanó.

**De otra parte mediante comunicación del 28 de septiembre de 2012 el Representante Legal de la UNION TEMPORAL BEXTECHNOLOGY – CONTROLES EMPRESARIALES manifiesta que:**

*Revisando la evaluación de ofertas presentadas en el marco del proceso Selección Abreviada Subasta Inversa No.13 – 2012 y en particular la presentada por la Unión Temporal CVS 2012, encontramos que esta hace referencia a una solución de LEARNING MANAGEMENT SYSTEM con el nombre SHAREPOINT LMS de la cual nuestro Unionista BEXTECHNOLOGY según documento adjunto emitido por el fabricante, demuestra ser distribuidor único para Colombia folio 084 de la oferta.*

*Queremos aclarar que:*



- **Nuestro Unionista BEXTECHNOLOGY S.A. manifiesta que en ningún momento ha autorizado a alguno de los integrantes de la Unión Temporal CVS – 2012 para ofrecer este producto.**
- **Que tampoco ha ofrecido ningún producto o servicio relacionado con esta oferta a la misma Unión Temporal CVS – 2012**

**Por lo tanto solicitamos:**

- **Que la Unión Temporal CVS – 2012 aclare el nombre del fabricante del producto que está ofreciendo ya es igual al ofertado por nosotros. Lo anterior por existir múltiples sistemas de LMS disponibles sobre la plataforma MICROSOFT SHAREPOINT.**
- **Si no corresponde al mismo fabricante solicitamos a la Entidad nos comunique el nombre y que comité técnico evalúe el cumplimiento de los requisitos solicitados en su funcionalidades, características.**
- **En caso de que la solución ofrecida por la unión temporal CVS 2012 sea la del fabricante ELEARNINGFORCE, la oferta de la Unión Temporal CVS 2012 sea desestimada ante la imposibilidad que tendría que cumplir con el compromiso de entrega de la licencia mencionada por no estar debidamente autorizados, para est pueden confirmar con el sr Lard Vestergaard email [lv@elearningforce.com](mailto:lv@elearningforce.com) quien la persona encargada de manejar canales a nivel mundial.**

**Anexamos la certificación de Distribución del fabricante del producto ofrecido LMS incluida en nuestra oferta.**

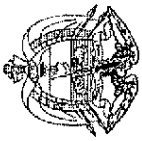
**Estas solicitudes las elevamos con el fin de aclarar que no tenemos ningún interés en la unión temporal CVS – 2012 en la aplicación de la contratación administrativa y de más normas concordantes.**

**Igualmente mediante comunicación en copia del 01 de octubre de 2012 el Representante Legal de la UNION TEMPORAL BEXTECHNOLOGY –CONTROLES EMPRESARIALES manifiesta que:**

**Con la presente estamos haciendo entrega de la certificación firmada por el fabricante ElearningForce donde se puede comprobar que la firma BEXTECHNOLOGY S.A. es el único distribuidor autorizado para Colombia de las licencias y los servicios necesarios para dar cumplimiento a lo requerido en el proceso de la referencia.**

**Una vez realizada una investigación a profundidad no hemos encontrado otro producto que corresponda al mismo nombre y de un fabricante diferente a Elearningforce lo que nos coloca en la posición de afirmar que el producto ofertado por la UNION TEMPORAL CVS, es el mismo ofertado por nosotros.**

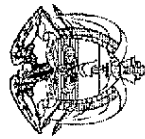
**Ratificamos lo expresado en nuestra anterior observación, esta vez con plena certeza de solicitar la desestimación de la oferta presentada por la Unión Temporal CVS.**



**De acuerdo a lo anterior la Entidad no acoge la observación teniendo en cuenta que:**

1. La evaluación técnica del pliego de condiciones se integró por la verificación técnica de cada una de las ofertas presentadas, así:
  - i. Cumplimiento especificaciones técnicas Mínimas excluyentes
  - ii. Experiencia del Proponente
  - iii. Certificación del fabricante
1. De acuerdo a lo anterior la única certificación solicitada por la entidad fue la de **"FABRICANTE"** la cual consagraba que: **"El Proponente deberá adjuntar en su propuesta la certificación original como Microsoft LAR (Large Account Reseller), expedida por Microsoft, dicha certificación debe estar dirigida al Fondo Rotatorio del Ministerio de Relaciones Exteriores y deberá tener fecha de expedición no mayor a treinta (30) días calendario anteriores a la fecha de presentación de la propuesta"**. Esta certificación fue verificada por la Entidad en cada una de las ofertas presentadas, identificando en la evaluación técnica si las mismas cumplían o no con los requerimientos técnicos solicitados en el pliego de Condiciones.
2. Así mismo el numeral 6 del Anexo Técnico No. 2 **"Especificaciones técnicas mínimas excluyentes"** indica que: **"El proponente deberá proveer un sistema de gestión de aprendizaje liberado y listo para puesta en producción (el proponente deberá suministrar el nombre del producto), el cual se integre con la plataforma Sharepoint 2010 Microsoft y, que permita la gestión de planes de estudio y rutas de aprendizaje personalizadas, evaluar el desempeño paso a paso y hacer el seguimiento del uso de todas las herramientas de aprendizaje virtual y de trabajo colaborativo. De acuerdo a lo anterior el proponente deberá diseñar el esquema para acceder a los cursos de Microsoft Office, convertirlos a formato SCORM (Sharable Content Object Reference Model, modelo de referencia para contenidos que se pueden compartir) y publicarlos en el sistema de gestión de aprendizaje propuesto. Este diseño deberá ser presentado al supervisor del contrato para su revisión y aprobación, dentro de los 15 días hábiles siguientes a la aprobación de la garantía de cumplimiento. En caso de haber correcciones el supervisor del contrato, le informará al contratista, para que sean realizadas dentro de los tres días hábiles siguientes a la notificación del supervisor"**. En dicho orden de ideas la Entidad no requiere que el producto ofrecido por el proponente en el referido numeral cuente con algún tipo de certificación como distribuidor autorizado o partner.
3. Es así como la Unión Temporal CVS 2012, ofreció a folio 124 de su propuesta el sistema de gestión de aprendizaje Sharepoint LMS, por lo que cumplió con las especificaciones técnicas mínimas excluyentes al haber ofrecido el producto requerido en el numeral 6 del Anexo Técnico No.2.





4. De acuerdo a lo anteriormente explicado, la Entidad no puede exigir a los oferentes condiciones técnicas posteriores y/o adicionales a las ya contempladas en el pliego de condiciones, pues el ofrecimiento realizado por el oferente CVS 2012, cumple bajo el principio de buena fé, transparencia, responsabilidad e igualdad frente a los oferentes que presentaron su propuesta con las condiciones técnicas mínimas requeridas por la Entidad.

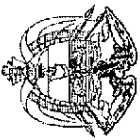
La Entidad manifiesta que el día 05 de octubre de 2012, en la Coordinación del Grupo Interno de Trabajo de Licitaciones y Contratos del Ministerio de Relaciones Exteriores, se efectuó la apertura de los sobres económicos de los proponentes que presentaron oferta y quedaron habilitados dentro del proceso de selección citado, con asistencia de los miembros del Comité evaluador y de Control Interno de acuerdo con la planilla de asistencia, una hora y media antes del evento de subasta, programado en el cronograma del presente proceso de selección.

Que revisado el sobre que contiene los sobres con las propuestas económicas recibidas el día de cierre del proceso, se encuentra sellado y firmado por los diferentes oferentes que participaron en la Audiencia de Cierre, por lo tanto el funcionario de Control Interno procede a la apertura así:

PROponente	PROPUESTA ECONÓMICA INICIAL
UNION TEMPORAL BEXTECNOLOGY - CONTROLES EMPRESARIALES	Anexo No. 4 en (3) tres folios - copia medio magnético.
UNION TEMPORAL CVS - 2012	Anexo No. 4 en (4) cuatro folios - copia medio magnético.

Que el Evaluador Económico-Financiero procede a hacer la verificación de la propuesta económica inicial de los proponentes, anexo que hace parte integral de la presente acta.

Que revisado el anexo económico No.4 presentado por la UNION TEMPORAL CVS – 2012, se evidenció que modificó de los numerales 39 al 43 por cuanto no ofreció la cantidad de licencias requeridas por el Ministerio realizando su ofrecimiento así:



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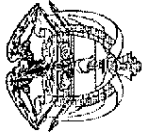
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NUMERAL	PRODUCTO ADICIONAL	NUMERO DE PARTE SKU	CANTIDAD DE LICENCIAS
39	SQLSvrEnt ALING SA MVL	810-04760	1
40	SQLSvrEnt Core ALING licspark MVL 2 lic corelic	7JQ-00341	8
41	SQLSvrEnt Core ALING SA MVL 2Lic Corelic	7NQ-00302	20
42	SQLSvrStcCore ALING LicSarp MVL 2Lic Corelic	7NQ-00302	2
43	SQLSvrStcCore ALING SA MVL 2Lic Corelic	7NQ-00292	2

Que teniendo en cuenta que el pliego de condiciones señala cantidades exactas a adquirir y no permite adquirir mayores cantidades de las requeridas por la Entidad, el oferente se encuentra incurso en causal de rechazo No.1 "Cuando se presente la propuesta en forma subordinada al cumplimiento de cualquier condición o modalidad" y la causal de rechazo No.17 "Si el oferente presenta oferta alternativa, sin formular simultáneamente oferta básica, o condiciona la oferta básica o cuando la propuesta básica no se haya ajustado al pliego de condiciones", del numeral 1.26, del pliego de Condiciones.

Que reunido el Comité Asesor de Contratación encontró procedente rechazar la oferta de la UNION TEMPORAL CVS – 2012, por las razones ya expuestas e indicó que era necesario cancelar el evento de subasta por cuanto solo existe un oferente Habilitado.

Que el día 08 de octubre de 2012, la Unión Temporal CVS 2012, allegó comunicación física y correo electrónico donde observa el consolidado publicado el día 05 de octubre de 2012, documento que hace parte integrante del presente consolidado, en donde manifiesta que "... (...) La oferta presentada obedece a las condiciones de licenciamiento de los productos Microsoft vigentes a la fecha de la Entrega de la Oferta, que el cambio de modelo de licenciamiento de productos se especifican en los numerales 39 a 43... (...) El licenciamiento equivalente para 4 procesadores físicos es de 16 cores, la oferta presentada cumple con esta política ya que se están ofreciendo 8 paquetes de 2 cores cada uno (ítem 40 de la tabla de precios) para un total de 16 cores, que es lo requerido por la entidad en su tabla de cantidades... en nuestra oferta se incluye la cobertura de software assurance en 20 paquetes de 2 CORES cada uno (ítem 41 de la tabla de precios) para un total de 40 cores, que es lo establecido en las condiciones de licenciamiento de microsoft para cumplir con lo requerido por la entidad ... (...) en nuestra oferta se incluye la cobertura de software assurance en 2 paquetes de 2 CORES cada uno (ítem 43 de la tabla de precios) para un total de 4 cores, que es lo establecido en las condiciones de licenciamiento de microsoft para cumplir con lo requerido por la entidad... (...) La oferta presentada cumple con esta política ya que se están ofreciendo 2 paquetes de 2 CORES cada uno (ítem 42 de la tabla de precios) para un total de 4 cores, que es lo requerido por la entidad en su tabla de cantidades... (...)".



De acuerdo a lo anterior, la observación presentada por el oferente no es aceptada por la Entidad, teniendo en cuenta que la Unión Temporal CVS 2012 modifica la oferta económica al no ofrecer la cantidad de licencias requeridas en el anexo económico presentado por el oferente en sobre sellado el día de cierre del proceso de selección, sino que, según explicación del oferente en comunicación del 08 de octubre de 2012, la cual es posterior a su ofrecimiento, explica que ofrece de los numerales 40 al 43 del mencionado anexo, "paquetes de licencias que multiplicadas por la nueva descripción del producto ofrecido según el proponente cumplen con la cantidad de licencias requeridas para cada producto", no obstante, la Entidad manifiesta que no es viable deducir del anexo económico No.4, presentado por el oferente, que la cantidad de licencias ofertadas en el Anexo Económico No.4, son ofrecidas por paquetes y deben multiplicarse, teniendo en cuenta que el cuadro económico indica claramente que el proponente debe ofertar **CANTIDAD DE LICENCIAS, NO PAQUETES**, por lo tanto el oferente continúa en incursión en causal de rechazo No.1 "Cuando se presente la propuesta en forma subordinada al cumplimiento de cualquier condición o modalidad" y la causal de rechazo No.17 "Si el oferente presenta oferta alternativa, sin formular simultáneamente oferta básica, o condiciona la oferta básica o cuando la propuesta básica no se haya ajustado al pliego de condiciones", del numeral 1.26, del pliego de Condiciones.

Octubre 09 de 2012

(ORIGINAL FIRMADO)

**DIEGO FERNANDO FONNEGRA VÉLEZ**  
Jefe Oficina Asesora Jurídica Interna

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**HUGO ALEJANDRO SAAVERA**  
Evaluador Económico-Financiero





Bogotá D.C., Octubre 8 de 2012

Señores

**FONDO ROTATORIO DEL MINISTERIO DE RELACIONES EXTERIORES**

**Grupo Interno de Trabajo de Licitaciones y Contratos**

**Cra. 5 # 9 – 03 oficina OH315**

**licitacionesycontratos@cancilleria.gov.co**

Ciudad

**Referencia :** Observaciones al consolidado definitivo de verificación de habilitantes Selección abreviada Subasta Inversa Electrónica No. 013-2012 convocado por el Fondo Rotatorio del Ministerio de Relaciones Exteriores, para la ADQUISICION DE LICENCIAS DE PRODUCTOS MICROSOFT ENTERPRISE AGREEMENT PARA EL MINISTERIO DE RELACIONES EXTERIORES Y/O SU FONDO ROTATORIO.

De acuerdo al informe publicado por el Ministerio de Relaciones Exteriores, con respecto al asunto de la referencia nos permitimos realizar la siguiente observación:

La propuesta presentada por la Unión Temporal CVS2012 (Comware/Visión Software), obedece las condiciones de licenciamiento de los productos Microsoft vigentes a la fecha de la entrega de la oferta. Dichas condiciones tienen que ver con el cambio de modelo de licenciamiento de los productos, específicamente los que aparecen en los numerales 39 a 43.

***Numerales 39 a 43***

En los numerales 39 a 43, la entidad requiere una serie de licencias nuevas del producto SQL Server en sus ediciones Enterprise y Estándar bajo la modalidad por procesador. Adicionalmente se solicita la ampliación de cobertura **software assurance** para unas licencias ya existentes en la entidad, también en las ediciones Estándar y Enterprise; tanto por servidor, como por procesador.

La oferta presentada por la Unión Temporal CVS2012 (Comware/Visión Software) cumple con estos requerimientos, utilizando los números de parte vigentes a partir del mes de abril de 2012, cuando fue modificado el modelo de licenciamiento de SQL Server 2012. Es de anotar que el cambio de modelo originó el retiro de las listas de precios, y por consiguiente la posibilidad de vender los códigos de producto específicos solicitados por la entidad.

Cabe aclarar que el único producto de los solicitados por la entidad que no fue retirado de las listas de precios, y que continúa vigente es el 810-04760 con descripción "SQLSvrEnt ALNG SA MVL" (línea 40 del Anexo 2), del cual se solicita una licencia, y que está correctamente ofrecido en la línea 39 de nuestra propuesta.

En lo que respecta a los demás productos solicitados, se aclara que los mismos se han reemplazado por los vigentes a la fecha de la entrega de la oferta, siguiendo el método de conversión descrito por Microsoft en sus condiciones de licenciamiento así:



Código solicitado	Descripción	Fecha de retiro	Código ofrecido	Descripción
810-033312	SQLSvrEnt ALNG LicSAPk MVL 1Proc	31 de marzo de 2012	7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic

La cantidad requerida para este producto es de 4 licencias (línea 39 de la tabla del Anexo 2 de los términos de referencia), es decir, para cubrir los requerimientos mínimos de 4 procesadores. De acuerdo con las reglas de compra de este producto por parte de Microsoft (ver página 8 del documento anexo "Microsoft SQL Server 2012 Licensing Guide"), la cantidad mínima de CORES que deben ser licenciados por cada procesador físico en un servidor físico es de 4. Por lo anterior, el licenciamiento equivalente para 4 procesadores físicos es de 16 CORES. La oferta presentada cumple con esta política, ya que se están ofreciendo 8 paquetes de 2 CORES cada uno (ítem 40 de la tabla de precios), para un total de 16 CORES, que es lo requerido por la entidad en su tabla de cantidades.

Código solicitado	Descripción	Fecha de retiro	Código ofrecido	Descripción
810-03307	SQLSvrEnt ALNG SA MVL 1Proc	31 de marzo de 2012	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic

Para este producto, la entidad solicita 10 licencias de cobertura de **software assurance** (línea 41 del Anexo 2). De acuerdo con las condiciones establecidas en el modelo de transición (ver página 21 del documento anexo "Microsoft SQL Server 2012 Licensing Guide"), por cada licencia de procesador de SQL Server Enterprise cubierta por **software assurance** a abril de 2012, Microsoft otorga el derecho a 4 licencias CORE. Esto significa, que las 10 licencias de procesador cubiertas por **software assurance** y que deben ser renovadas, corresponden a un equivalente de 40 licencias CORE. En nuestra oferta se incluye la cobertura de **software assurance** en 20 paquetes de 2 CORES cada uno (ítem 41 de la tabla de precios), para un total de 40 CORES que es lo establecido en las condiciones de licenciamiento de Microsoft para cumplir los requerimientos de la entidad.

Código solicitado	Descripción	Fecha de retiro	Código ofrecido	Descripción
228-03148	SQLSvrStd ALNG SA MVL 1Proc	31 de marzo de 2012	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic

Para este producto, la entidad solicita 1 licencia de cobertura de **software assurance** (línea 42 del Anexo 2). De acuerdo con las condiciones establecidas en el modelo de transición, por cada licencia de procesador de SQL Server Estándar cubierta por **software assurance** a abril de 2012, Microsoft otorga el derecho a 4 licencias CORE. Esto significa, que la (1 licencia) de procesador cubierta por **software assurance** y que debe ser renovada, corresponde a un equivalente de 4 licencias CORE. En nuestra oferta se incluye la cobertura de **software assurance** en 2 paquetes de 2 CORES cada uno (ítem 43 de la tabla de precios), para un total de 4 CORES que es lo establecido en las condiciones de licenciamiento de Microsoft.

Código solicitado	Descripción	Fecha de retiro	Código ofrecido	Descripción
228-03159	SQLSvrStd ALNG LicSAPk MVL 1Proc	31 de marzo de 2012	7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic



La cantidad requerida para este producto es de 1 licencia, es decir, para cubrir los requerimientos mínimos de 1 procesador (línea 43 del Anexo 2). De acuerdo con las reglas de compra de este producto por parte de Microsoft, la cantidad mínima de CORES que deben ser licenciados por cada procesador físico en un servidor físico es de 4. Por lo anterior, el licenciamiento equivalente para 1 procesador físico es de 4 CORES. La oferta presentada cumple con esta política, ya que se están ofreciendo 2 paquetes de 2 CORES cada uno (ítem 42 de la tabla de precios), para un total de 4 CORES, que es lo requerido por la entidad en su tabla de cantidades.

Como se puede apreciar en las explicaciones presentadas en las páginas anteriores, los productos ofrecidos corresponden a la UNICA oferta disponible en la actualidad que permite cubrir las necesidades de licenciamiento de los productos Microsoft SQL Server requeridos por la entidad, tal como nos informó Microsoft en comunicación enviada a sus Partners el día 21 de septiembre de 2012.

Consideramos oportuno anotar que cualquier oferta que incluyese el suministro de los productos que se han retirado de la lista de precios (es decir, tal y como los ha solicitado la entidad), estaría condicionada a la autorización por parte de Microsoft de una excepción especial, de la cual no hay información, ni por parte de Microsoft, ni de la entidad. Por lo que no podemos asumir que dicha excepción exista, lo que impediría cumplir con la entrega de productos ofrecidos en tales condiciones.

Teniendo en cuenta lo manifestado anteriormente, solicitamos a la entidad considerar el habilitar la propuesta económica presentada por la Unión Temporal CVS2012 para continuar en el proceso de selección de la subasta inversa No. 013/2012.

Cordialmente,



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**MARIO MEJIA ISAZA**  
Representante Legal UNION TEMPORAL CVS 2012  
c.c. No. 80.411.743 de Bogotá

Anexo 1: Microsoft SQL Server 2012 Licencing Guide

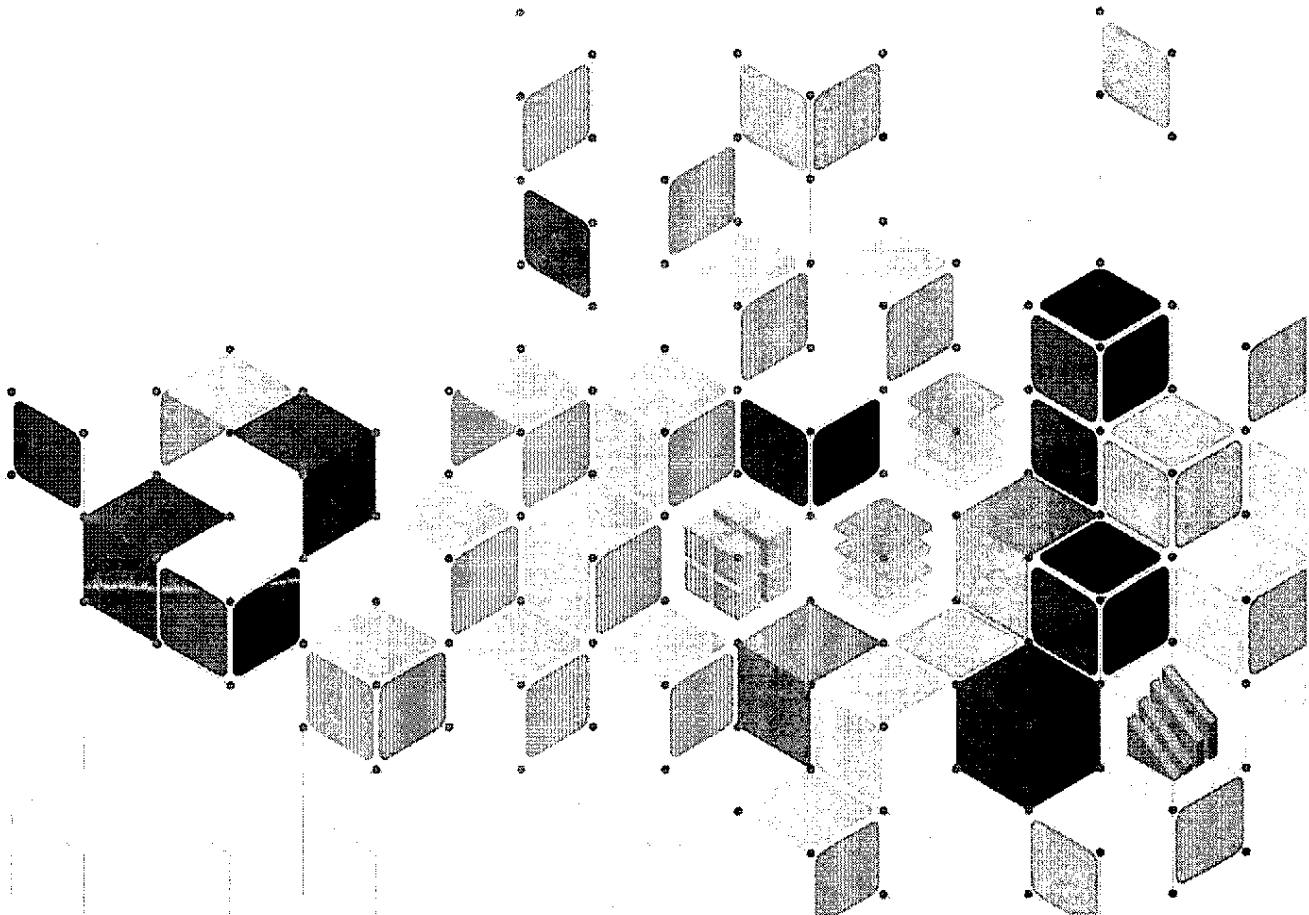
Anexo 2: Mensaje enviado por Microsoft Colombia relacionado con los productos del proceso de la referencia.







# Microsoft SQL Server 2012 Licensing Guide



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# Overview

This Licensing Guide is for people who want to gain a basic understanding of how Microsoft® SQL Server® 2012 database software is licensed through Microsoft Volume Licensing programs. This guide does not supersede or replace any of the legal documentation covering SQL Server 2012 use rights. Specific product license terms are defined in the product Software License Terms—or in the case of Microsoft Volume Licensing—in the Microsoft Volume Licensing agreement under which the software was acquired and/or the Microsoft Volume Licensing Product Use Rights (PUR). This licensing guide is not a legal use rights document. Program specifications and business rules are subject to change.

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# SQL Server 2012 Editions

SQL Server 2012 is offered in three main editions to accommodate the unique feature, performance and price requirements of organizations and individuals:

- **Enterprise Edition** is ideal for mission critical applications and large scale data warehousing.
- **Business Intelligence Edition**, a new offering, provides premium corporate and self-service business intelligence (BI).
- **Standard Edition** delivers basic database, reporting and analytics capabilities.

The new editions are offered in a straightforward, tiered model that creates greater consistency across the product editions, features and licensing. The Enterprise Edition includes all the capabilities available in SQL Server 2012. The Business Intelligence Edition includes all Standard Edition capabilities, plus all BI capabilities included in the Enterprise Edition.

SQL Server 2012 Capabilities	SQL Server 2012 Editions		
	Standard	Business Intelligence	Enterprise
Licensing Options	Core-Based or Server+CAL	Server+CAL	Core-Based
Windows Server Core Edition Support	●	●	●
Basic High Availability	●	●	●
Basic OLTP	●	●	●
Basic Reporting & Analytics	●	●	●
Programmability & Developer Tools (T-SQL, CLR, data types, FileTable)	●	●	●
Manageability (Management Studio, Policy-Based Management)	●	●	●
Enterprise Data Mgmt. (Data Quality Services, Master Data Services)		●	●
Self-service Business Intelligence (Power View, PowerPivot for SPS)		●	●
Corporate Business Intelligence (Semantic model, advanced analytics)		●	●
Advanced Security (Advanced auditing, Transparent Data Encryption)			●
Data Warehousing (ColumnStore Index, compression, partitioning)			●
AlwaysOn High Availability			●
StreamInsight	Basic	Basic	Advanced

*This table shows a comparison of key capabilities across the main SQL Server 2012 editions*

With SQL Server 2012, the Web Edition is offered only under a Microsoft Services Provider License Agreement (SPLA). The Datacenter Edition has been retired, with all capabilities now available in SQL Server 2012 Enterprise Edition. The Workgroup and Small Business Editions have also been retired; and the Developer, Express and Compact Editions continue to be available, along with the SQL Server 2008 R2 Parallel Data Warehouse and Parallel Data Warehouse for Developers Editions.

- For general information on each of the SQL Server 2012 editions, visit:  
<http://www.microsoft.com/sqlserver/en/us/sql-2012-editions.aspx>
- For detailed product specifications and a full feature by feature comparison of the SQL Server 2012 editions, visit:  
[http://msdn.microsoft.com/en-us/library/ms143287\(v=sql.110\).aspx](http://msdn.microsoft.com/en-us/library/ms143287(v=sql.110).aspx)

SQL Server 2012 Edition	Database Engine (DBE) Capacity Limits			Analysis Services (AS) and Reporting Services (RS) Capacity Limits		
	Max Compute Capacity	Max Memory Utilization - DBE	Max DB Size	Max Compute Capacity	Max Memory Utilization - AS	Max Memory Utilization - RS
Enterprise Per Core	OS Max	OS Max	524 PB	OS Max	OS Max	OS Max
Enterprise Server+CAL	20 core Limit	OS Max	524 PB	20 core Limit	OS Max	OS Max
Business Intelligence	Lesser of 4 sockets or 16 cores	64 GB	524 PB	OS Max	OS Max	OS Max
Standard	Lesser of 4 sockets or 16 cores	64 GB	524 PB	Lesser of 4 sockets or 16 cores	64 GB	64 GB
Web	Lesser of 4 sockets or 16 cores	64 GB	524 PB	Lesser of 4 sockets or 16 cores	N/A	64 GB
Express	Lesser of 1 socket or 4 cores	1 GB	10 GB	Lesser of 1 socket or 4 cores	N/A	4 GB (Advanced Services Edition)

*This table shows a comparison of the key capacity limits across the SQL Server 2012 editions*

- ⇒ For more information on the compute capacity limits for each edition of SQL Server 2012, visit: <http://msdn.microsoft.com/en-us/library/ms143760.aspx>

## How SQL Server 2012 Licenses Are Sold

SQL Server 2012 software licenses are sold through channels designed to meet the unique needs of customers. These sales channels include online retailers offering full packaged product (FPP) licenses of SQL Server software, Original Equipment Manufacturers (OEMs) offering pre-installed licenses with their hardware systems, as well as Large Account Resellers (LARs) and Enterprise Software Advisors (ESAs) offering SQL Server software through Microsoft Volume Licensing programs for end customer organizations.

For customers with as few as five users, Microsoft offers licensing programs to help reduce administrative overhead and software management costs, while enabling product licensing on an ongoing basis at considerable discounts. The various licensing options enable customers to choose the program that works best for their management and operational needs.

- Comprehensive programs that offer Software Assurance as a fixed benefit include the Open Value, Open Value Subscription, Enterprise Agreement (EA), Enterprise Subscription Agreement (EAS) and the Enrollment for Application Platform (EAP).
- Transactional programs include Open, Select and Select Plus.

### Enrollment for Application Platform

The EAP is a flexible cost-effective licensing program designed for EA customers who are standardizing on the Microsoft Application Platform. With the EAP, customers get the latest SQL Server and other Application Platform products across their organizations on new and existing deployments with lower up-front costs, and savings of up to 40 percent on new IT solutions.

Microsoft also offers programs that can meet the specific needs of organizations that partner with Microsoft to provide additional software and services, such as the Microsoft Independent Software Vendor (ISV) Royalty Licensing Program and the Microsoft Services Provider License Agreement (SPLA).

SQL Server 2012 Edition	Retail (FPP)	Volume Licensing Programs			Third Party Programs	
		OPEN/SELECT	EA/EAS	EAP	ISVR	SPLA
Enterprise Edition		•	•	•	•	•
Business Intelligence Edition	•	•	•	•	•	•
Standard Edition	•	•	•	•	•	•
Developer Edition	•	•				
Web Edition						•
Express Edition			Free Download			
Compact Edition			Free Download			

*This table shows the primary channel availability for SQL Server 2012 software licenses. Every edition may not be available in all channels or licensing programs in all regions.*

- For more information about Microsoft Volume Licensing Programs, download the Volume Licensing Reference Guide at:  
[http://download.microsoft.com/download/a/7/0/a70853c1-a783-4d48-a7ad-f404abdb1e7d/Microsoft\\_Volume\\_Licensing\\_Reference\\_Guide.pdf](http://download.microsoft.com/download/a/7/0/a70853c1-a783-4d48-a7ad-f404abdb1e7d/Microsoft_Volume_Licensing_Reference_Guide.pdf)
- For details on the Microsoft Enrollment for Application Platform, visit:  
<http://www.microsoft.com/licensing/licensing-options/enrollments.aspx#tab=2>

## SQL Server 2012 Licensing Models

Prior to the release of SQL Server 2012, SQL Server 2008 R2 and earlier software versions were licensed through Microsoft Volume Licensing programs using one of two software licensing models: a Per Processor licensing model, that reflected the computing power used and a Server plus Client Access License (Server+CAL) licensing model, which is based on the users or devices accessing the product.

With SQL Server 2012, Microsoft continues to offer customers a variety of licensing options aligned with how customers typically purchase specific workloads. The Server+CAL licensing model provides the option to license users and/or devices and then have low cost access to incremental SQL Server deployments. However, for customers who cannot count users or require premium database capabilities, the way Microsoft licenses SQL Server for computing power is changing. In the new computing-power based license model for SQL Server 2012, the measure of computing power is shifting from physical processors to cores. Core-based licensing gives customers a more precise measure of computing power and a more consistent licensing metric, regardless of whether solutions are deployed on physical servers on-premise, or in virtual or cloud environments.

For details on licensing options for existing SQL Server Enterprise Edition customers licensed under the Server+CAL model, refer to the [Additional Product Information](#) section of this guide.

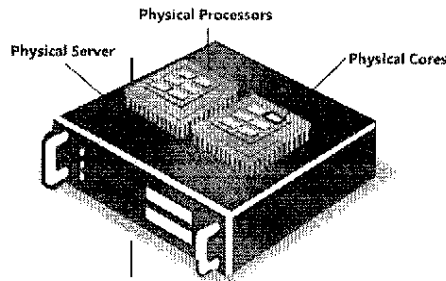
SQL Server 2012 Editions	Description	Licensing Options		
		Server+CAL	Core-based	Requirements
Enterprise	High-end datacenter, data warehousing and BI capabilities		●	
Business Intelligence	Enterprise BI and high scale analytics	●		SQL Server CALs required
Standard	Basic database and BI capabilities	●	●	SQL Server CALs required when licensing Server+CAL

*This table compares the licensing options for each of the main SQL Server 2012 editions*

## Core-Based Licensing

Under the new Per Core licensing model, each server running SQL Server 2012 software or any of its components (such as Reporting Services or Integration Services) must be assigned an appropriate number of SQL Server 2012 core licenses. The number of core licenses needed depends on whether customers are licensing the physical server or individual virtual operating system environments (OSEs).

Unlike the Server+CAL licensing model, the Per Core model allows access for an unlimited number of users or devices to connect from either inside or outside an organization's firewall. With the Per Core model, customers do not need to purchase additional client access licenses (CALs) to access the SQL Server software.



*This figure depicts a physical server with two physical processors, each containing six physical cores*

<b>Physical Server</b>	A <b>server</b> is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
<b>Physical Processor</b>	A <b>processor</b> is generally a physical chip that resides in a physical socket of the hardware partition and contains one or more cores.
<b>Physical Core</b>	Each physical processor contains smaller processing units called <b>physical cores</b> . Some processors have two cores, some four, some six or eight, and so on. Figure 3 shows an example of two physical processors with six cores each.
<b>Hardware Thread</b>	A <b>hardware thread</b> is either a physical core or a hyper-thread in a physical processor.
<b>Physical Operating System Environment</b>	A <b>physical operating system environment (OSE)</b> is configured to run directly on a physical hardware system and is all or part of an operating system instance.

*For detailed definitions of these and other key licensing terms, please refer to the Microsoft Volume Licensing PUR*

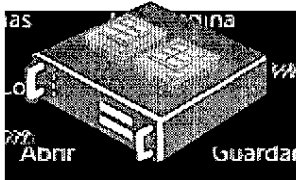
## How to License SQL Server 2012 Using the Per Core Licensing Model

When running SQL Server in a **physical OSE**, all physical cores on the server must be licensed. Software partitioning does not reduce the number of core licenses required, except when licensing individual virtual machines (VMs). The minimum number of licenses required for each processor on the server still applies.

To determine and acquire the correct number of core licenses needed, customers must:

1. Count the total number of physical cores in the server.
2. Multiply the number of cores by the appropriate core factor to determine the total number of licenses required for the server. Note: The core factor used depends on the processor type deployed and a minimum of four core licenses is required for each physical processor on a physical server.
3. Purchase the appropriate number of core licenses required for the server. Core licenses are sold in packs of two, so customers must divide the number of licenses required by two to determine the actual number of line items (licensing SKUs) to order.

2 Intel Xeon 6-core processors



### Number of core licenses required:

$$\begin{array}{r}
 12 \text{ (total cores on the server)} \\
 \times 1 \text{ (core factor from the table below)} \\
 \hline
 = 12 \text{ core licenses required}
 \end{array}$$

Purchase 6 "2-Pack" SKUs of core licenses  
(cores sold in 2-core packs)

SQL Server Core Factor Table*	
Processor Type	Core Factor
All processors not mentioned below	1
AMD Processors 31XX, 32XX, 41XX, 42XX, 61XX, 62XX Series Processors with 6 or more cores	0.75
Single-Core Processors	4
Dual-Core Processors	2

\* This is an example of the core factor table and how it is used to calculate core license requirements. Core factors are subject to change, and customers can find the most recent version of the core factor table at the link below.

- ⇒ For more information on the [SQL Server 2012 Core Factor Table](http://go.microsoft.com/fwlink/?LinkID=229882), including how to determine and use the appropriate core factor when licensing SQL Server 2012 under the Per Core model, visit: <http://go.microsoft.com/fwlink/?LinkID=229882>

### The Per Core licensing model is appropriate when:

- Deploying the SQL Server 2012 Enterprise Edition.
- Deploying Internet or extranet workloads, systems that integrate with external-facing workloads (even if external data goes through one or more other systems), or when the number of users/devices cannot be counted easily.
- Implementing centralized deployments that span a large number of direct and/or indirect users/devices.
- The total licensing costs are lower than those incurred using the Server+CAL licensing model.

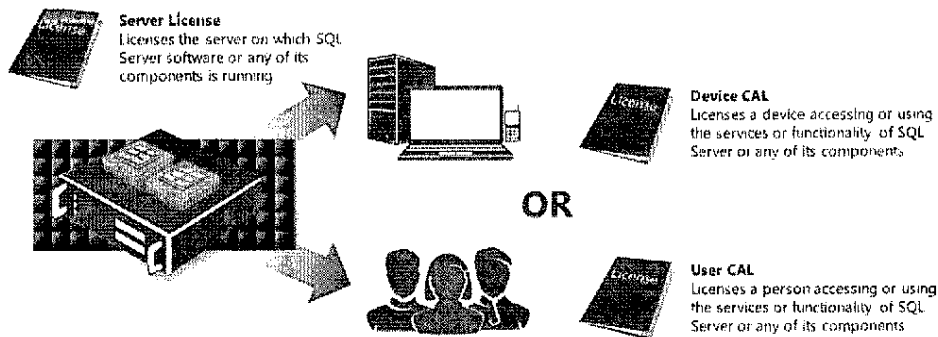
Note: the use of hyper-threading technology does not affect the number of core licenses required when running SQL Server software in a physical OSE.



For details on how to license virtual OSEs using the Per Core model, refer to the [Licensing SQL Server 2012 for Virtual Environments](#) section of this guide.

## Server+CAL Licensing

When licensing SQL Server software under the Server+CAL model, customers purchase a server license for each server and a client access license (CAL) for each device (Device CAL) and/or user (User CAL) accessing SQL Server or any of its components. A CAL is not software; it is a license granting users and devices access to the SQL Server software.



*This figure illustrates the licenses used in the Server+CAL licensing model*

### How to License SQL Server 2012 Using the Server+CAL Licensing Model

Under the Server+CAL licensing model, each operating system environment (OSE) running SQL Server 2012 software or any of its components must have a SQL Server 2012 server license assigned to the physical server hosting the OSE. Each server license allows customers to run any number of SQL Server instances in a single OSE, either physical or virtual. **Note:** Running SQL Server software on different hardware partitions or blades requires separate software licenses. Hardware partitions and blades are considered to be separate servers for licensing purposes and SQL Server software licenses cannot be assigned to more than one server at any time.

To access a licensed SQL Server, each user or device must have a SQL Server CAL that is the same version or newer than the SQL Server software version being accessed. For example, to access a server running SQL Server 2012 software, a user needs a SQL Server 2012 CAL. **Note:** Devices not operated by humans require device CALs, even when connecting to SQL Server indirectly. For human operated devices such as PCs or hand-held terminals, a user CAL or device CAL can be used.

While version specific, each SQL Server 2012 CAL provides access to any number of current and/or prior version licensed SQL Server instances in a customer's organization, regardless of the platform (32-bit, 64-bit or IA64) or product edition, including legacy SQL Server Workgroup and SQL Server for Small Business edition servers.

**Note:** The use of hardware or software that reduces the number of devices or users that directly access or use the software (multiplexing/pooling) does not reduce the number of CALs required. For details on how to license SQL Server in a multiplexed application environment, refer to the [Advanced Licensing Scenarios](#) section of this guide.

#### The Server+CAL licensing model is appropriate when:

- Deploying the SQL Server Business Intelligence Edition.
- Deploying SQL Server Standard Edition in scenarios where you can easily count users/devices and the total licensing costs are lower than using the Per Core licensing model.

- Accessing multiple SQL Server databases and/or planning to scale out the use of SQL Server by adding new servers over time. Once you have purchased the necessary CALs, you only need to purchase low cost server licenses for new server system deployments.
- Accessing "legacy" Enterprise Edition servers in the Server+CAL licensing model. For more detailed information on this topic, refer to the [Additional Product Information](#) section of this guide.

## Licensing SQL Server 2012 Components

SQL Server components provided with SQL Server 2012 licenses include the SQL Server Database Engine (DB) and Master Data Services (MDS), as well as powerful Business Intelligence (BI) tools.

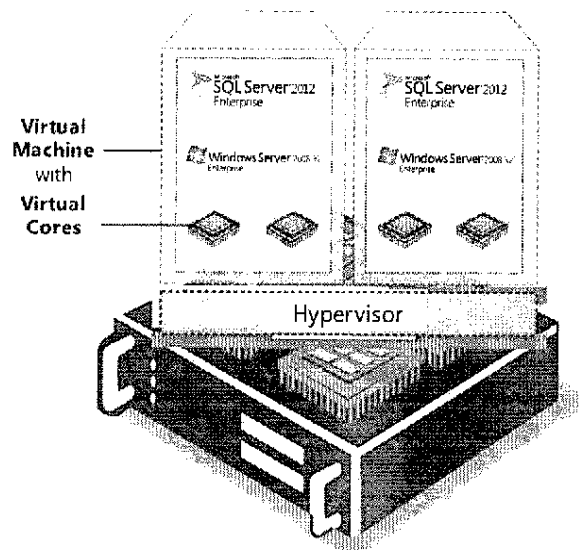
SQL Server features that are part of the Microsoft BI platform include: Analysis Services (AS), Integration Services (IS), Reporting Services (RS), Data Quality Services (DQS), and several client applications used for creating or working with analytical data.

The software components of SQL Server 2012 cannot be separated for use in more than one OSE. If these components are running on a separate server than the main database server, then they still require an additional license for each additional OSE in which they are installed.

## Licensing SQL Server 2012 in a Virtualized Environment

Microsoft SQL Server is increasingly being deployed in virtualized environments, which enable running instances of SQL Server concurrently in separate virtual OSEs (or virtual machines).

SQL Server 2012 offers expanded virtualization rights, options and benefits to provide greater flexibility for customers deploying in virtual environments. When deploying SQL Server 2012 software in virtualized environments, customers have the choice to license either individual virtual machines as needed, or to license for maximum virtualization in highly virtualized, private cloud, or dynamic environments. Maximum virtualization can be achieved by licensing the entire physical server with Enterprise Edition core licenses and covering those licenses with Software Assurance (SA).



*This figure depicts two virtual machines, each containing two virtual cores*

## Licensing Individual Virtual Machines

As customers consolidate existing workloads and refresh hardware, they may find that a SQL Server instance uses only a fraction of available system computing power. When deploying databases in virtual environments that require just a fraction of a physical server, savings can be achieved by licensing individual virtual machines (VMs).

### How to License Individual Virtual Machines Using the Per Core Licensing Model

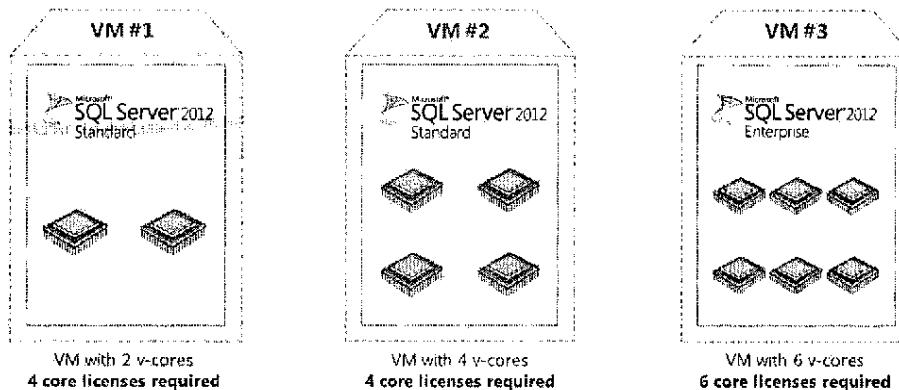
Similar to the Per Core licensing model in physical OSEs, all virtual cores (v-cores) supporting virtual OSEs that are running instances of SQL Server 2012 software must be licensed accordingly.

To license individual VMs using the Per Core model, customers must purchase a core license for each v-core (or virtual processor, virtual CPU, virtual thread) allocated to the VM, subject to a four core license minimum per VM. For licensing purposes, a v-core maps to a hardware thread. **When licensing individual VMs, core factors do not apply.**

Note: Licensing individual VMs is the only licensing option available for SQL Server 2012 Standard Edition customers who are running the software in a virtualized environment under the Per Core model.

For customers with highly virtualized environments who want to move VMs dynamically across servers to reallocate resources as needed, Microsoft permits License Mobility as an exclusive SA benefit available for all SQL Server editions. For more information on licensing for application mobility, refer to the [Advanced Licensing Scenarios](#) section of this guide.

- 1 License the virtual cores in each virtual machine
- 2 There is a minimum of 4 core licenses required for each virtual machine



This figure illustrates the licensing requirements for three different virtual machines under the Per Core licensing model

### Additional licenses are required when:

- A single hardware thread is supporting multiple virtual cores. (A core license is required for each v-core.)
- Multiple hardware threads are supporting a single virtual core. (A core license allows a single v-core to be supported by a single hardware thread.)

## How to License Individual Virtual Machines Using the Server+CAL Licensing Model

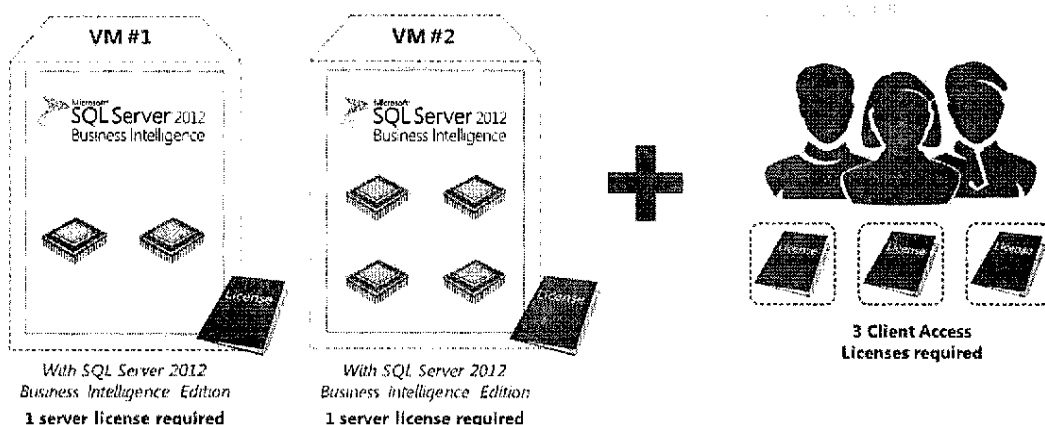
To license individual VMs using the Server+CAL model (available for SQL Server 2012 Standard and Business Intelligence editions only) customers simply purchase one server license for each VM running SQL Server software, regardless of the number of virtual processors allocated to the VM.

For example, a customer who wants to deploy the Business Intelligence Edition running in six VMs, each allocated with four v-cores, would need to assign six SQL Server 2012 Business Intelligence server licenses to that server.

Note: Each user or device accessing SQL Server 2012 software, regardless of a virtual or physical deployment, requires a SQL Server 2012 CAL.

For details on how to license individual VMs with legacy SQL Server Enterprise Edition server licenses, please refer to the [Additional Product Information](#) section of this guide.

- 1 License each virtual machine with a server license
- 2 License each user or device with a CAL



*This figure shows an example of licensing virtual machines under the Server+CAL licensing model*

## Licensing for Maximum Virtualization

With the SQL Server 2012 Enterprise Edition, customers that have **licensed all physical cores on the server** can run an unlimited number of instances of the software in a number of OSEs (physical and/or virtual) equal to the number of core licenses assigned to the server. For example, a four processor server with four cores per processor—fully licensed with sixteen core licenses—can run SQL Server software in up to sixteen VMs, regardless of the number of virtual cores allocated to each VM.

- Customers who have licensed all the physical cores on the server and want to run SQL Server 2012 software in more VMs than are permitted can assign additional core licenses to the licensed server.
- Each additional core license allows deployment of SQL Server software in an additional VM, so in the previous example, a customer who wants to run the SQL Server Enterprise Edition in eighteen VMs would simply acquire and assign eighteen core licenses to that server.

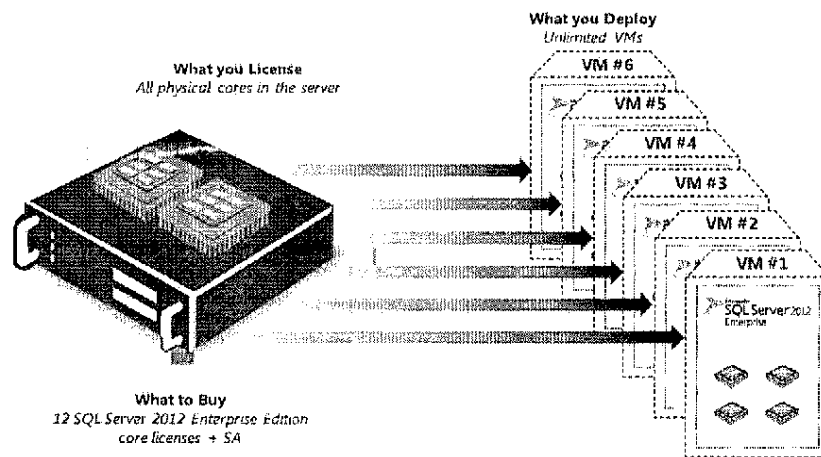
With the addition of Software Assurance (SA) coverage on all Enterprise Edition core licenses (for a fully licensed server) customers' use rights are expanded to allow any number of instances of the software to run in

any number of OSEs (physical or virtual). This valuable SA benefit enables customers to deploy an unlimited number of VMs to handle dynamic workloads and fully utilize hardware computing capacity. Note: This benefit ends when SA coverage expires.

**Licensing for maximum virtualization can be an ideal solution when:**

- Deploying SQL Server private cloud scenarios with high VM density.
- Hyper-threading is being used.
- Using dynamic provisioning and de-provisioning of VM resources.

- 1 Fully license the server with SQL Server 2012 Enterprise Edition core licenses and Software Assurance
- 2 Deploy an unlimited number of virtual machines



Shown is an example of licensing for unlimited VMs with Enterprise Edition core licenses and SA (assuming a core factor of 1)

- ➔ For more details on licensing SQL Server in virtualized environments, download the SQL Server 2012 Virtualization Licensing Guide at: <http://go.microsoft.com/fwlink/?LinkID=238199>

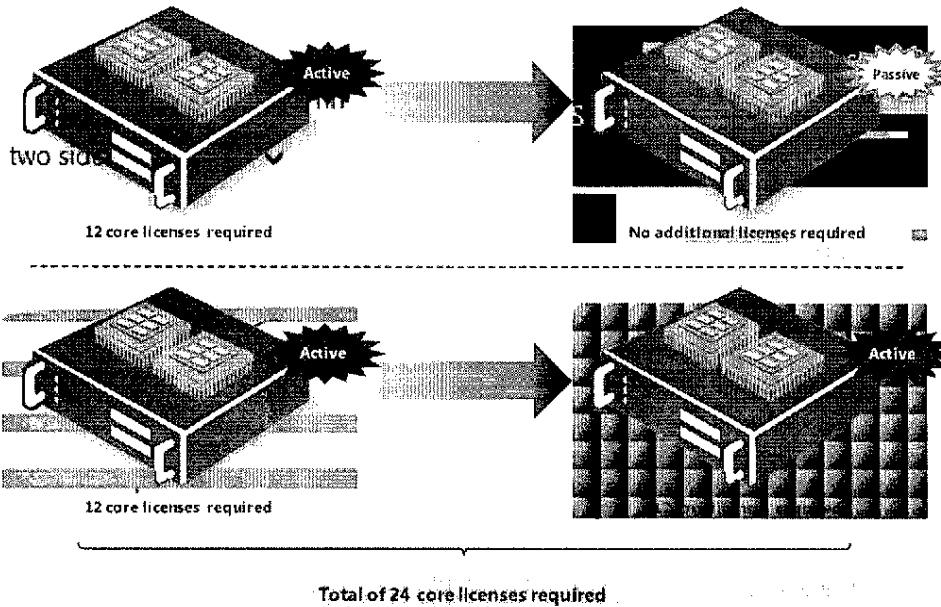
## Advanced Licensing Scenarios and Detailed Examples

This section introduces a few advanced SQL Server 2012 licensing scenarios to help illustrate how customers can apply some of the key licensing principals covered in this guide. For detailed licensing terms and additional licensing guidance applicable to more specific software deployment scenarios, refer to the Microsoft Volume Licensing Product Use Rights (PUR).

### Licensing SQL Server for High Availability

SQL Server software can be configured so that if one server fails, its processing will be picked up, recovered and continued by another server. All editions of SQL Server 2012 provide basic high availability features including backup log shipping, database mirroring and two-node failover clustering. Advanced (AlwaysOn) high availability features in SQL Server 2012 Enterprise Edition include enhanced support for multiple, active (readable) secondary servers and support for multi-site failover clustering.

Log shipping and database mirroring take place at the database level, whereas failover clustering takes place at the SQL Server instance level.

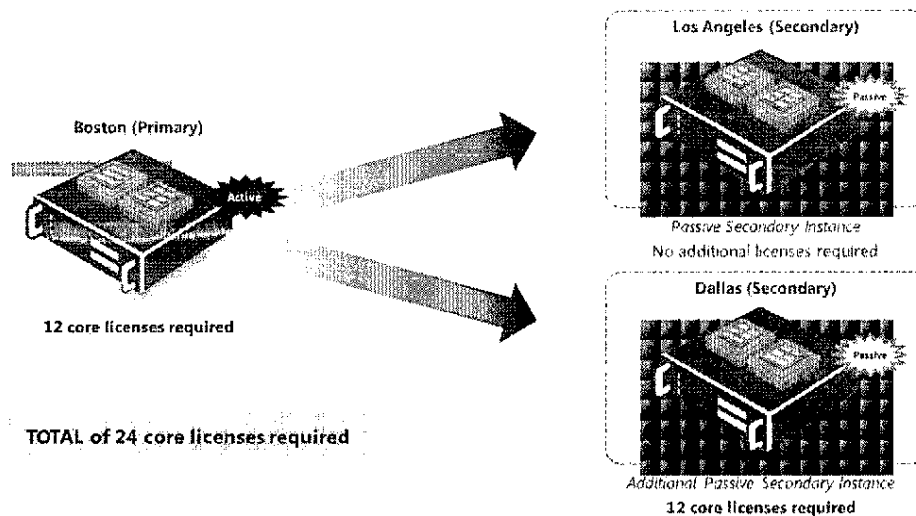


This figure shows an example of licensing active and passive secondary SQL Server 2012 databases with a core factor of 1

### Failover Basics

For each properly licensed instance of SQL Server, customers can run a supporting *passive* instance in a separate QSE for temporary support - that is, to synchronize with the primary server and otherwise maintain the passive database instance in a warm standby state in order to minimize downtime due to hardware or software failure. **A passive SQL Server instance is one that is not serving SQL Server data to clients or running active SQL Server workloads.** This passive failover instance can run on a server other than the licensed server.

- The secondary server used for failover support does not need to be separately licensed for SQL Server as long as it is truly passive. If it is serving data, such as reports to clients running active SQL Server workloads, or performing any “work” such as additional backups being made from secondary servers, then it must be licensed for SQL Server.
- Primary server licenses include support for one secondary server only, and any additional secondary servers must be licensed for SQL Server. Note: The rights to run a passive instance of SQL Server for temporary support are not transferable to other licensed servers for purposes of providing multiple passive secondary servers to a single primary server.
- When licensing SQL Server 2012 under the Per Core model, the number of core licenses must be based on the server that requires the higher number of licenses. This way, when the failover server takes over, it is adequately licensed. For a passive instance of SQL Server to be properly licensed, it cannot require more core licenses than the licensed primary system.
- In the event that a passive instance of SQL Server becomes active for any reason, then it must be fully licensed accordingly.
  - » This can be accomplished by assigning new licenses to the (now active) secondary server, or by reassigning existing licenses from the primary server (once the primary instances are inactive and no longer performing SQL Server workloads). License Mobility, a Software Assurance (SA) benefit, may allow for more flexibility with license reassignment. For details on reassignment considerations without SA, refer to the Licensing SQL Server for Application Mobility section of this guide.



This figure shows an example of licensing SQL Server 2012 when using multiple passive secondary databases with a core factor of 1

### AlwaysOn Availability Groups

New for the SQL Server 2012 Enterprise Edition, AlwaysOn Availability Groups enable customers to configure multiple databases that will failover as a unit, with support for up to four active secondary servers and two synchronous secondary servers. The ability to use secondary servers for more than just passive failover support can improve the performance of primary, reporting and backup workloads due to better balancing of workloads across instances, helping to provide better return on hardware investment.

Note: When secondary servers are actively used to support these additional workload scenarios—that is, when the servers used for failover purposes are no longer truly passive—they must be fully licensed accordingly.

### Licensing SQL Server for Non-production Use

Customers are required to license every Microsoft software product they install, configure, and use, including all physical and virtual instances. As such, licensing a development and test environment can be expensive and challenging to manage as new servers are set up and others are torn down. Microsoft offers multiple, cost-effective options for licensing SQL Server 2012 software for use in non-production environments.

#### SQL Server Developer Edition

The SQL Server 2012 Developer Edition is a full-function version of SQL Server software—with all the features and capabilities of the Enterprise Edition—licensed under the Developer Tools model, which is a “per user” model. One license is required for each person that accesses or uses the software.

When using SQL Server software for development, test or demonstration purposes, only the **users** are licensed and a corresponding license for the actual server systems running SQL Server software is not required. As long as only licensed users have access to the software, customers can install as many copies of the software on any number of servers that are employed exclusively for this use. This is significant, because it allows customers to run the software on multiple devices (for testing purposes, for example) without having to license each non-production server system.

- Before using SQL Server software under the Developer Tools model, customers must assign one license to each user accessing the software.

- Once licensed, customers can install the SQL Server 2012 Developer Edition software, and all licensed users can use copies to design, develop, test and/or demonstrate programs.
- Customers cannot use the software in a production environment and any test data that was used for design, development or test purposes must be removed prior to deploying the software for production use.

Note: A production environment is defined as an environment that is accessed by end-users of an application (such as an Internet Web site) and that is used for purposes other than acceptance testing of that application. Other scenarios that constitute production environments include:

- Environments that connect to a production database.
- Environments that support disaster-recovery or backup for a production environment.
- Environments that are used for production at least some of the time, such a server that is rotated into production during peak periods of activity.

It is rare that someone whose primary role is designing, developing, or testing software would also qualify as an "end user" of the software.

### MSDN Subscriptions

Customers can also choose to license SQL Server software for non-production use through certain MSDN subscription offerings, including the Visual Studio Professional, Premium and Ultimate subscription levels. Similar to the standalone SQL Server Developer Edition, MSDN subscriptions are licensed on a per user basis and the software cannot be used in a production environment.

- For more information on MSDN subscriptions that include access to SQL Server software, visit: <http://msdn.microsoft.com>
- For more information on MSDN licensing scenarios, download the Visual Studio 2012 and MSDN Licensing White Paper at: <http://www.microsoft.com/download/en/details.aspx?displaylang=en&id=13350>

### Product Evaluations

The SQL Server 2012 Evaluation Edition is a fully functional trial version of SQL Server 2012 software that automatically expires after six months. Microsoft Volume Licensing customers can also, install, and evaluate any of the SQL Server 2012 products for 60 days before requiring a purchase.

- To discover the power of SQL Server 2012, download the free SQL Server 2012 Evaluation at: <http://www.microsoft.com/sqlserver/en/us/get-sql-server/try-it.aspx>

## Licensing SQL Server in a Multiplexed Application Environment

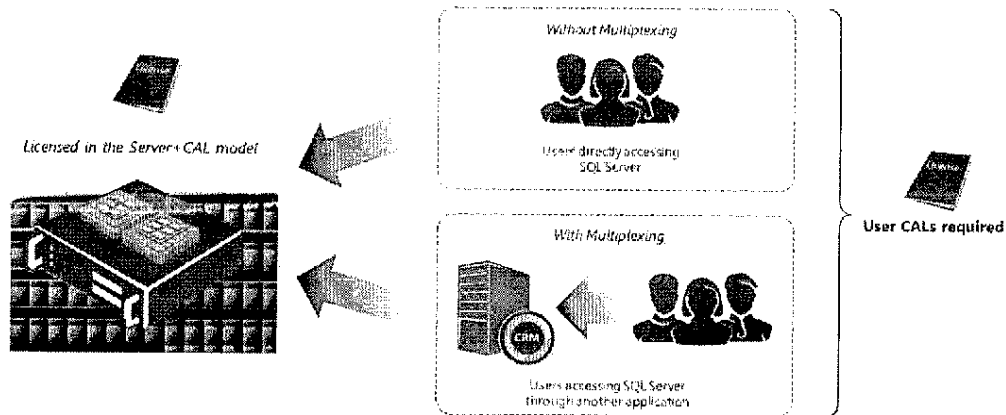
"Multiplexing" refers to the use of hardware or software to pool connections, reroute information, or reduce the number of devices or users that directly access or use SQL Server. Multiplexing can also include reducing the number of devices or users SQL Server directly manages.

When licensing SQL Server software under the Server+CAL licensing model, users and devices that indirectly access SQL Server data through another application or hardware device still require SQL Server CALs.

- Multiplexing does not reduce the number of Microsoft licenses required. Users are required to have the appropriate licenses, regardless of their direct or indirect connection to SQL Server.



- Any user or device that accesses the server, files, data or content provided by the server that is made available through an automated process requires a SQL Server CAL.
- The number of tiers of hardware or software between the SQL Server and the user or devices that ultimately use its data, services, or functionality does not affect the number of CALs required.
- Manual transfer of data from employee to employee does not require a CAL for the receiving employee. For example, if an employee sends a Microsoft Office Excel® version of a report to another employee, the receiving employee does not require a CAL (as long as the report does not access a server running SQL Server in some way).



*This figure illustrates the licenses used in the Server+CAL licensing model via multiplexing*

SQL Server CALs are required for users or devices that directly input into, query, or view data from a SQL Server database. Similarly, SQL Server CALs are required for users or devices that input data into, query, or view data from a SQL Server database through a pooling device (such as the CRM Server in the figure above). This includes users who view data through web-based applications or enter information into a database through an intermediary product.

When users actively send SQL Server data by email or other messaging technology, recipient users do not require a SQL Server CAL. With multiplexing, these rules do not change. Likewise, the paper distribution of data does not require SQL Server CALs for the recipients of the paper report. Users who receive data directly or indirectly from SQL Server require CALs, but if these users print the data, recipient users do not require a SQL Server CAL.

- For more details on how multiplexing affects the licensing of SQL Server 2012 products under the Server+CAL model, download the Volume Licensing Brief at: <http://download.microsoft.com/download/8/7/3/8733d036-92b0-4cb8-8912-3b6ab966b8b2/multiplexing.docx>

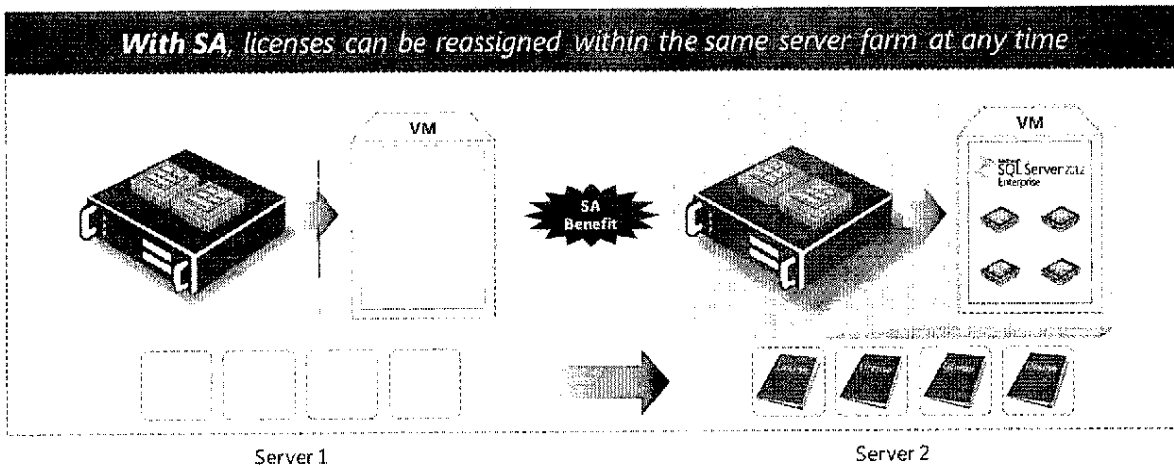
## Licensing SQL Server for Application Mobility

License Mobility is a use right that is available for all editions of SQL Server 2012 software licenses with active Software Assurance (SA) coverage. With this SA benefit, customers can re-assign SQL Server licenses to different servers within a server farm as often as needed. Customers can also reassign licenses to third party shared servers. License Mobility is available for licenses under both the Per Core and Server+CAL license models.

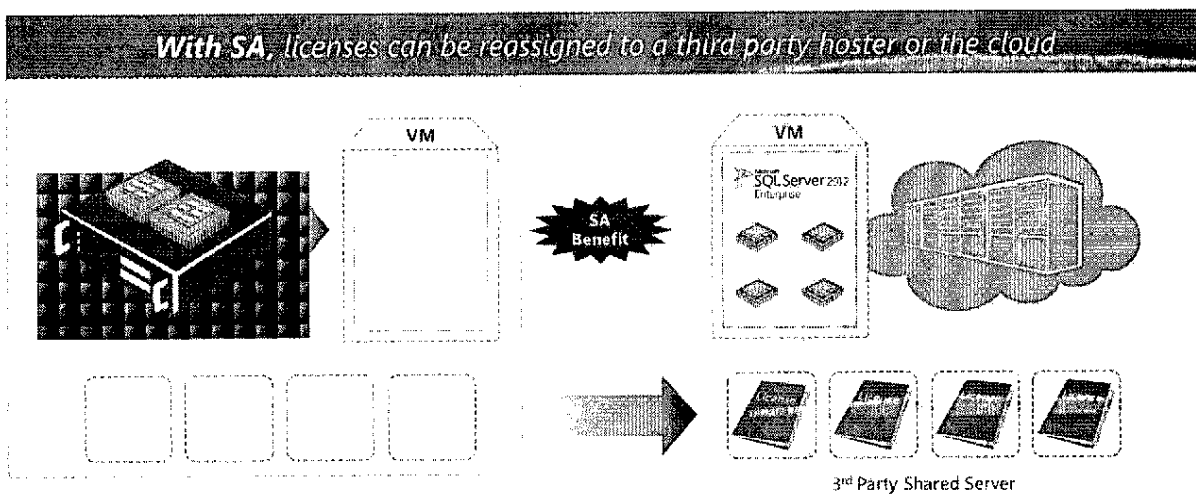
- SQL Server licenses that are not covered with active SA can only be reassigned to a different server within a server farm once every 90 days, and they cannot be reassigned to a third party web hoster or non-private cloud at any time.

- All SQL Server licenses with active SA can be reassigned to another server within the server farm as often as needed; however, they can only be reassigned to another server in another server farm, or to a non-private cloud, once every 90 days.
  - » A server farm may consist of up to two data centers located in time zones that are within four hours of one another and/or with the European Union (EU) and/or European Free Trade Association (EFTA).
  - » A given data center may only be part of one server farm.

License Mobility can benefit customers who license individual virtual machines (VMs) and then want to reassign those licenses to different servers within a server farm—as workloads move dynamically—or to VMs in cloud environments. Note: License Mobility relates directly to the reassignment of software licenses only.



*In this figure, core licenses are being reassigned within the same server farm through License Mobility*



*In this figure, core licenses are reassigned to a 3<sup>rd</sup> party shared server through License Mobility*

➔ For more information on how to use License Mobility to extend the value SQL Servers licenses, visit: <http://www.microsoft.com/licensing/software-assurance/license-mobility.asp>

## Licensing SQL Server Appliances

Microsoft has partnered with leading hardware providers to offer an array of appliance-based offerings that are pre-configured, pre-tuned and optimized for SQL Server. By deploying an appliance instead of building a solution, customers can help reduce investment costs, dramatically accelerate time to value, and enable IT resources to focus on other priorities. Appliance offerings optimized for the SQL Server Parallel Data Warehouse and other editions of SQL Server software include:

- Dell Parallel Data Warehouse Appliance
- HP Enterprise Data Warehouse Appliance
- HP Business Decision Appliance
- HP Business Data Warehouse Appliance

Note: While SQL Server appliances sold by hardware partners are delivered pre-installed with SQL Server software, **customers must acquire the necessary software licenses through a Microsoft Volume Licensing agreement before actually deploying the appliance for use.**

- For more information on the complete portfolio of available appliance offerings for SQL Server, visit: <http://www.microsoft.com/sqlserver/en/us/solutions-technologies/appliances.aspx>

## Additional Product Information

### Upgrades, Downgrades and Step-Ups

When licensing SQL Server 2012 software, several deployment options are available to support a variety of customer upgrade scenarios.

- **Version Upgrade Rights** are offered as a Software Assurance (SA) benefit for qualified licenses and allow customers access to upgrade their deployments released at no additional cost. Existing SQL Server 2008 R2 software licenses covered by SA are automatically upgraded to the corresponding SQL Server 2012 edition. In cases where prior version editions have been discontinued, the SQL Server 2012 upgrade path may be to another product edition.

Software Upgrade Path for SQL Server 2008 R2	
SQL Server 2008 R2	Upgrade to SQL Server 2012
Enterprise Edition processor licenses Datacenter Edition processor licenses	Enterprise Edition core licenses
Enterprise Edition server licenses	Enterprise Edition server licenses (subject to 20-core limit)
Standard Edition processor licenses	Standard Edition core licenses
Standard Edition server licenses	Standard Edition server licenses
Workgroup Edition processor licenses Web Edition processor licenses (non-SPLA)	Standard Edition core licenses
Workgroup Edition server licenses SQL Server for Small Business server licenses	Standard Edition server licenses

*This table shows upgrade options available to customers with SQL Server licenses. SQL Server 2012 use rights apply.*

- **Cross Edition Rights** are currently available for certain SQL Server products only and allow customers to deploy an alternate (usually lower) edition in place of the currently licensed edition. SQL Server cross edition rights can be combined with the version downgrade rights available for all products offered under a Volume Licensing agreement that allow customers to deploy prior versions of the software in place of the currently licensed version. In some cases, rights to deploy prior versions of product editions other than the edition currently licensed may also be allowed.

Note: When using version downgrade or cross edition deployment rights, the product use rights for the originally licensed version and edition still apply.

Software Deployment Options for SQL Server 2012		
Customers Licensed for:	Can Choose to Deploy:	
	Software Edition	Software Version
SQL Server 2012 Standard Edition Server	SQL Server Standard Server	2012 or earlier
	SQL Server Workgroup	2008 R2 or earlier
	SQL Server for Small Business	2008 R2 or earlier
SQL Server 2012 Standard Edition Core	SQL Server Standard Core	2012 or earlier
	SQL Server Web (non-SPLA only)	2008 R2 or earlier
	SQL Server Workgroup	2008 R2 or earlier
SQL Server 2012 Business Intelligence Edition	SQL Server Business Intelligence	2012
	SQL Server Standard Server	2012 or earlier
SQL Server 2012 Enterprise Edition Core	SQL Server Enterprise Core	2012 or earlier
	SQL Server Business Intelligence	2012
	SQL Server Standard Core	2012 or earlier
	SQL Server Datacenter	2008 R2 or earlier

*This table shows deployment options available to customers with SQL Server licenses. SQL Server 2012 use rights apply.*

- **Edition Step-Ups** are offered as a Software Assurance (SA) benefit in certain Volume Licensing programs only and allow customers to move from a lower product edition. SQL Server 2012 Standard Edition server licenses can step-up to the SQL Server 2012 Business Intelligence Edition and SQL Server 2012 Standard Edition core licenses can step-up to the SQL Server 2012 Enterprise Edition. To be eligible to step-up to a higher edition, the lower edition license must be covered by SA. Step-ups between licensing models are not allowed.

## SQL Server 2012 Migration Options for Software Assurance Customers

To facilitate a smooth transition to the new SQL Server 2012 product edition and licensing model changes, Microsoft is offering several migration options to help customers who have invested in Software Assurance benefits to protect their current software investments.

- ➔ For full details on the migration options and additional license grants available to current SA customers with eligible SQL Server 2008 R2 licenses, refer to the Microsoft Product List for Volume Licensing at:  
<http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx#tab=2>

### For SQL Server Processor Licenses with Software Assurance

SQL Server 2008 R2 is the last version of SQL Server software to be licensed under the Per Processor licensing model. Customers with active SA coverage on qualifying SQL Server 2008 R2 processor licenses (as of April 1 2012) are eligible to run SQL Server 2012 during their agreement term under processor use rights. They are also able to renew into core licenses at their first subsequent SA expiration.

**During Current Agreement Term:** During the current term of SA coverage (effective on or before April 1, 2012), customers who are licensing SQL Server under the processor licensing model can, for a given deployment, upgrade to and use the equivalent edition of SQL Server 2012 core-based software (in place of the licensed SQL Server 2008 R2 edition), subject to current SQL Server 2008 R2 processor license product use rights. SQL Server Datacenter Edition customers can run the SQL Server 2012 Enterprise Edition core-based software. SQL Server Workgroup and (non-SPLA) Web Edition customers can run the SQL Server 2012 Standard Edition core-based software.

Customers with Enterprise Agreements effective on or before April 1, 2012 can also continue to acquire additional SQL Server 2008 R2 processor licenses—and upgrade those licenses to SQL Server 2012—through the end of their enrollment.

**Renewing Processor Licenses into Cores:** The number of core licenses a customer is eligible to renew is based on the edition of SQL Server currently licensed and the number of cores in use when SA coverage expires:

Renewing Processor Licenses into Core Licenses at the End of the SA Term	
Qualified perpetual license under SA as of April 1st, 2012	Eligible to renew into minimum number of cores
SQL Server Datacenter Edition processor license	8 SQL Server Enterprise Edition core licenses
SQL Server Enterprise Edition processor license	4 SQL Server Enterprise Edition core licenses
SQL Server Standard Edition processor license	4 SQL Server Standard Edition core licenses
SQL Server Workgroup Edition processor licenses	4 SQL Server Standard Edition core licenses
SQL Server Web Edition (non-SPLA) processor licenses	4 SQL Server Standard Edition core licenses

*This table shows the renewal of SQL Server licenses by edition*

If the number of core licenses required exceeds the minimum eligibility defined above, the customer can take an inventory to document their actual core license needs. (Core license needs are equivalent to the cores in a physical server multiplied by the core factor for that server).

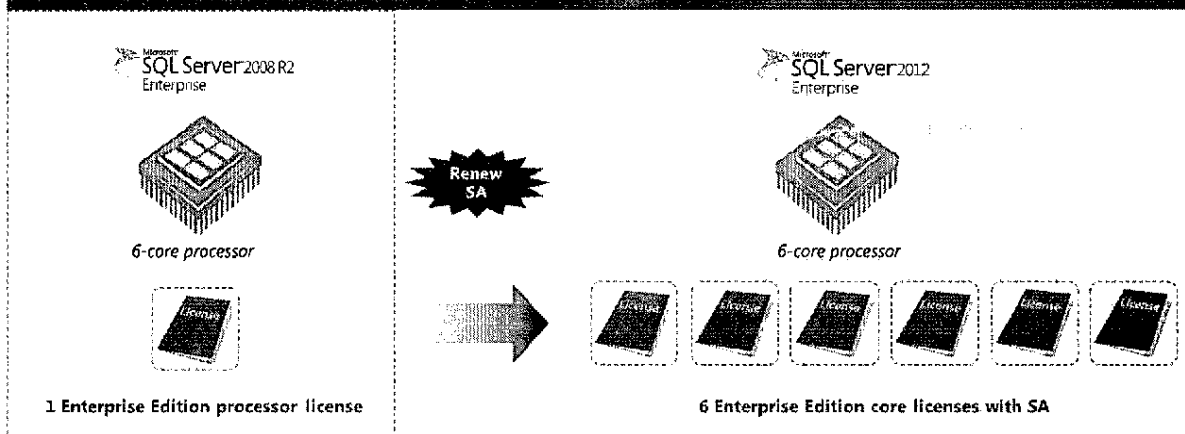
As part of an SA renewal, customers can exchange eligible processor licenses into an appropriate number of core licenses based on the above inventory and eligibility criteria. (See the Microsoft Product List for Volume Licensing for full details and restrictions.)

**These Restrictions Apply:** When processor licenses are renewed into core licenses, they are exchanged. This exchange process supports customers' eligibility to renew into a number of cores based on actual need at the time of renewal.

- To exchange a SQL Server processor license for core licenses, SA coverage must be renewed based on the number of core licenses required to license all of the physical cores in the server.
- To be eligible for more than the minimum exchange, the total number of processor licenses assigned to a given server cannot exceed the total number of physical processors in the server.
- An inventory performed by the end of the first SA term ending after April 1, 2012 must be recorded to demonstrate core license needs. Customers that do not maintain a record will receive a core equivalence for only the minimum number of core licenses noted for each edition in the figure above.

⇒ Customers are encouraged to use the Microsoft Assessment and Planning (MAP) Toolkit or other equivalent software to acquire their record of configuration. For more information on the MAP Toolkit, visit:  
<http://www.microsoft.com/download/en/details.aspx?displaylang=en&id=7826>

## Processor license migration path at SA renewal



In this figure, a SQL Server 2008 R2 processor license is exchanged for SQL Server 2012 core licenses at SA renewal

### For Customers Who Do Not Renew Software Assurance Benefits

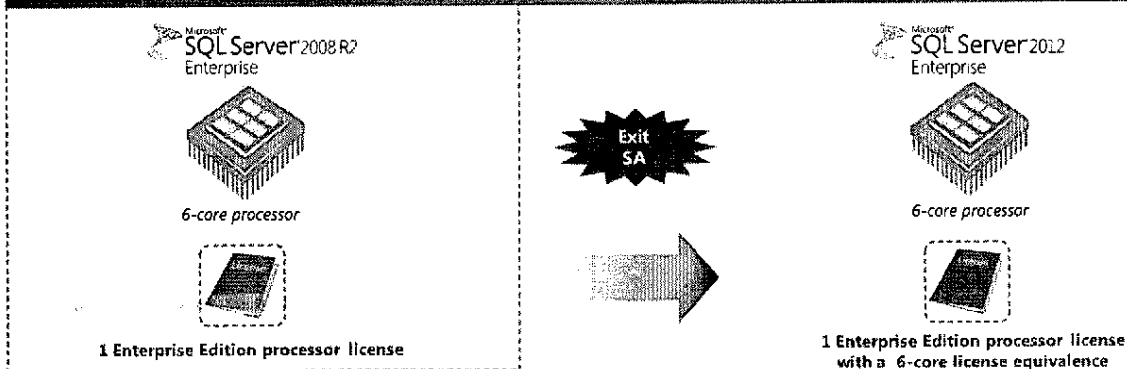
Customers with perpetual use rights who choose not to renew SA coverage on SQL Server 2008 R2 processor licenses can continue to run SQL Server 2012 core-based software (including prior versions), subject to the following restrictions:

- When running SQL Server 2008 R2 software, customers must follow SQL Server 2008 R2 use rights. Note: Customers who do not renew SA coverage for their existing processor licenses are no longer eligible for SA-only benefits such as unlimited virtualization and License Mobility rights. For more information on these and other benefits, refer to the [Software Assurance Benefits](#) section of this guide.
- When running SQL Server 2012 software, customers must follow SQL Server 2012 use rights, subject to the additional restrictions listed below. Note: As stated above, for customers running SQL Server 2008 R2 version software, customers who do not renew SA coverage for their existing SQL Server 2012 processor licenses are no longer eligible for SA-only benefits.

**These Restrictions Apply:** For purposes of calculating on-going use rights, customers who upgrade to SQL Server 2012 core-based software will receive a fixed (perpetual) "core equivalence" value for each existing SQL Server 2008 R2 processor license with expiring SA.

- This core equivalence value is equal to either:
  - » The minimum number of core licenses defined in the license renewal section above; or
  - » The actual number of cores in a physical processor, multiplied by the applicable core factor for that processor type. As stated above, customers must record an inventory of the actual number of cores in use to document core license needs.
- The total number of processor licenses eligible to receive more than the minimum core equivalency cannot exceed the total number of physical processors in the licensed server.
- Processor licenses with fixed core equivalence values can be combined with SQL Server 2012 core licenses of the same edition to support deployment on servers that require additional core licenses.

## Processor license migration path when not renewing SA



*In this figure, a processor license is retained when migrating to SQL Server 2012 without SA renewal*

### SQL Server Enterprise Edition Customers Licensed Under the Server+CAL Model

As of July 1, 2012, Microsoft will no longer offer the SQL Server Enterprise Edition under the Server+CAL license model. Current customers with active SA coverage for existing SQL Server 2008 R2 Enterprise Edition server licenses should consider the following when transitioning to SQL Server 2012:

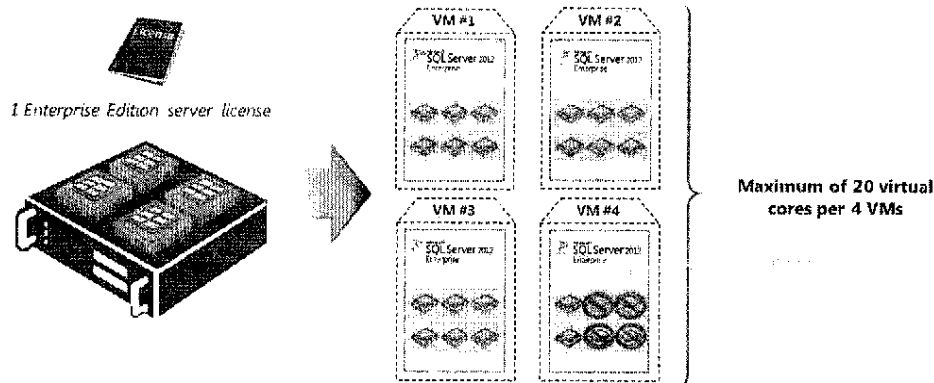
- SQL Server 2012 Enterprise Edition server licenses will be available on price lists through June 30, 2012. Enterprise Agreement (EA) and Enrollment for Application Platform (EAP) customers with active agreements on this date can continue purchasing new licenses until the end of their current agreement term.
- After their current term expires, SA coverage can be renewed and maintained on SQL Server Enterprise Edition server licenses to provide continued access to SA benefits, including License Mobility rights and access to future releases.
- SQL Server 2012 Enterprise Edition software licensed under the Server+CAL model is intended and physically limited to only run on servers with a total of twenty cores or less:
  - » **There are now two versions of SQL Server 2012 Enterprise Edition software: a server-based version and a core-based version. Customers must run the software version for which they are licensed.**
  - » For customers running SQL Server 2012 Enterprise Edition server-based software instances in a physical environment, that OSE is only permitted to access a maximum of twenty physical cores. A per instance technical limit is also enforced.
  - » For customers running SQL Server 2012 Enterprise Edition server licenses in virtual environments, each set of VMs associated with a single server license (up to four per server license) can only access up to twenty hardware threads of combined power at any time.
- Existing SQL Server 2012 Enterprise Edition server licenses continue to have tremendous value, and with the availability of ongoing SA coverage, customers licensed under the Server+CAL model can retain access to the latest product enhancements and advanced capabilities of the Enterprise Edition. As such, there are no programmatic conversions to core licenses.

### Additional Considerations When Licensing Virtual Environments:

Each SQL Server 2012 Enterprise Edition server license allows customers the ability to run instances of the software in up to four VMs on the licensed server.

- SQL Server Enterprise Edition server licenses—with or without SA coverage—do not have unlimited virtualization rights. This applies to new SQL Server 2012 deployments, as well as all SQL 2008 R2 deployments.

- If needed, customers can assign additional SQL Server Enterprise Edition server licenses to a physical server to license additional VMs on that server. Note: Each group of four VMs is subject to the 20-thread technical limit noted above.
- License Mobility rights are allowed for SQL Server 2012 Enterprise Edition server licenses with active SA coverage only. Note: When reassigning a server license, all VMs associated with that server license (up to four per license) must move to another server together.



*This figure depicts the deployment of four virtual machines with an Enterprise Edition server license. The four VMs can use a maximum of 20 virtual cores of computing power.*

## Software Assurance Benefits

Software Assurance (SA) for Volume Licensing helps boost IT productivity by enabling customers to get the most from Microsoft software products. SA benefits—including 24x7 support, deployment planning services, user and technical training, and the latest software releases and unique technologies—are combined in one cost-effective program.

Using these benefits can help customers improve productivity and help IT efficiently deploy and manage SQL Server software. As hardware capacity and licensing needs expand, SQL Server customers with SA coverage can enjoy the benefit of adding incremental licenses without regard to the software version licensed. Software licenses and use rights are version specific and as such, licenses for different software versions cannot be combined when licensing a single operating system environment. As a benefit of having access to—and therefore always being licensed for—the latest version of SQL Server software, SA customers licensed under the core licensing model (for example) can easily combine current version core licenses with future version core licenses, without the need to track or otherwise reassign covered licenses based on software version alone. Note: All licenses must be covered with SA and product use rights do not change when using downgrade rights to deploy prior software versions.

SQL Server customers with active SA coverage for their SQL Server 2012 software licenses can enjoy these additional benefits:





Software Assurance Benefits Overview	
Benefit	Description
Unlimited Virtualization	Allows customers to run any number of instances of SQL Server 2012 Enterprise Edition software in an unlimited number of VMs. Applicable under the core licensing model only.
License Mobility in Server Farm	Allows reassignment of SQL Server 2012 licenses within a server farm more than once every 90 days
License Mobility through SA	Allows license reassignment of SQL Server 2012 to third party shared servers
Cold Back Ups	Allows backup instances of SQL Server 2012 software for temporary use in a server dedicated to disaster recovery
Special Migration Offers	Provides license grants and additional use terms for SQL Server 2008 R2 migrating to SQL Server 2012 product editions and license models
Additional Benefits for EAP Customers	In addition to the benefits noted above, Enrollment for Application Platform (EAP) customers may also be eligible to

*This table provides an overview of the benefits of Software Assurance*

Refer to the PUR and Product List for more details on these benefits and additional license grants available to SQL Server customers with SA, including any additional terms and conditions that may apply.

- For more information on the full set of Software Assurance benefits available to help customers deploy, manage, and maximize their SQL Server volume licensing purchases, visit: <http://www.microsoft.com/licensing/software-assurance/default.aspx>

### Additional Product Licensing Resources

For more information about licensing SQL Server 2012, including what is new with this version, please visit the following websites:

- For detailed SQL Server product licensing information, including new version features, edition comparisons, benchmarks, competitive comparisons and more, visit: <http://www.microsoft.com/sqlserver/en/us/default.aspx>
- For SQL Server Product Use Rights, Product List details, licensing briefs and other information on Microsoft Volume Licensing topics, visit: <http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx>
- For a list of dependent licenses required for SQL Server under the terms of Volume Licensing programs, download the Software Dependency Guide at: [http://download.microsoft.com/download/3/D/4/3D42BDC2-6725-4B29-B75A-A5B04179958B/Software\\_Dependency\\_Guide.docx](http://download.microsoft.com/download/3/D/4/3D42BDC2-6725-4B29-B75A-A5B04179958B/Software_Dependency_Guide.docx)
- To download a current copy of this SQL Server 2012 Licensing Guide and to get more information on how to acquire SQL Server software licenses, visit: <http://www.microsoft.com/sqlserver/en/us/get-sql-server/licensing.aspx>

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## Patricia Navarrete Velez

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**From:** Luis Felipe Bravo <lfbravo@microsoft.com>  
**Sent:** viernes, 21 de septiembre de 2012 05:52 p.m.  
**Cc:** Mauricio Arango; Boris Sanchez; Ivan Villescás  
**Subject:** 911 ACTION REQUIRED: Ministerio de Relaciones Exteriores - Escenario Ajustado para Licitación  
**Attachments:** 20120921 MinRelex New EA Canal v13.xlsx

Estimados Socios, buena tarde.

Con la presente comunicación, les estamos haciendo llegar nueva versión del escenario preliminar para la presentación de la propuesta para la Licitación del Ministerio de Relaciones Exteriores.

Este nuevo escenario considera el impacto en beneficio de la Entidad, de los cambios de Licenciamiento recientes por la liberación de las nuevas versiones de System Center, SQL Server y Windows Server 2012.

El Ministerio tiene notificación de que se presentarán en las ofertas las modificaciones mencionadas y reflejadas en el escenarios adjunto. Hemos realizado los ajustes pertinentes para que los cambios de licenciamiento mencionados no impacten el presupuesto asignado dentro del proceso.

Saludos,  
LF.



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