



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
TAXATION AND CUSTOMS UNION
Resources
Customs systems & IT operations

Brussels, 10th January 2013
TAXUD.R1/MAP (2013) 24443

**Subject: Call for tenders TAXUD/2011/AO-13
Provision of services to cover the specification, development,
maintenance and third level support of CCN/CSI and CCN2 (CCN2-
DEV) – 2012/S 112-184877**

- Replies to questions

Dear Madam, Dear Sir,

You will find in the Annex to this letter the replies to all the questions received up to 20 December 2012.

This letter is being posted on the website of the Directorate General for Taxation and Customs Union, at this URL address.

http://ec.europa.eu/taxation_customs/common/tenders_grants/tenders/index_en.htm

Questions received subsequently will be answered in further letters which will be placed regularly on the same website. Prospective tenderers are invited to monitor this site attentively.

Please note that the deadline for submission of tenders was extended to 18 January 2013. Therefore, requests for additional information received less than five working days before the closing date for submission of tenders, i.e. after 11 January 2013, will not be processed.

Yours faithfully,

(e-signed)
Theodoros Vassiliadis
Head of Unit

Question no. 1:

On 30 December 2011 DG TAXUD has published Prior information notice 2011/S 251-408959 for this call for tenders. This prior information notice mentioned a budget of 40 000 000 EUR. The current contract notice specifies a budget of 69 000 000 EUR.

Could you provide us with an explanation for this budget increase? Are there for instance significant changes to the scope of work?

Reply

- a) **After the writing of the final version the Technical Annex was finalized, a more precise assessment led to this new amount (EUR 69 000 000) which corresponds to the tendered services.**
- b) **There are no significant changes to the scope of the work.**

Question no. 2:

The contract notice specifies a budget of 69 000 000 EUR +/- 20%.

- a) Could you please clarify the meaning of the upper and lower boundary of this range?
- b) What would be the implication of a tenderer submitting an offer which is above the upper boundary, i.e. more than 20% above the estimated budget?
- c) And what would be the implication of a tender below the lower boundary, i.e. an offer which is more than 20% below the estimated budget.

Reply

- a) **This means that the total estimated value of the contract is EUR 69 000 000. The upper boundary of this range is EUR 82 800 000. The lower boundary is EUR 55 200 000.**
- b) **The offer which is above the upper boundary (i.e. more than 20% above the estimated value of the contract) would be evaluated according to the evaluation criteria stipulated in the Tendering Specifications.**
- c) **The offer which is below the lower boundary (i.e. more than 20% below the estimated value of the contract) would be evaluated according to the evaluation criteria stipulated in the Tendering Specifications.**

In this case, if the tender appear to be abnormally low, in conformity with Article 139 of the Implementing Rules of the Financial Regulation applicable to the General Budget of the European Communities, the Commission [DG TAXUD] shall, before rejecting such tender on that ground alone, request you in writing details of the constituent elements of the tender which it considers relevant and shall verify those elements, after due hearing of the parties, taking account of the explanations received.

Question n° 3:

In page 36 of WP2 Take Over the "The Contractor will take over: (...) all CCN2 Platform related documentation".

What is precisely this documentation? In the reference baseline, we find on this subject [R149], [R189], [R324], [R369] & [R370] only. Anything else?

(Reference Document: Annex II.B - Technical Annex)

Reply

DG TAXUD confirms that the proposed list is incomplete, for example R190 is missing from the proposed list. We confirm that "all CCN2 Platform related documentation" must be taken over. DG TAXUD requests the applicants to analyse the provided baseline in detail to ensure that all applicable documents are taken into account.

Question n° 4:

In page 36 of WP2 Take Over the "The Contractor will take over: (...) *items to report on, that document or describe the services, including the related data repository (history, master data, etc.)*". Could you elaborate on these "items to report on"? What is the "related data repository"?

(Reference Document: Annex II.B – Technical Annex)

Reply

The "items to report on" are linked to all services for all Configuration Items linked to this call for tenders. The data repositories cover all data bases linked to the Service Management related Tools linked to these services as described in ANNEX II.B (e.g. SMT for calls, RfI and RfS, defects and problem tickets DB, Changes, Release related information, FAQs, etc), sections 4.9, 4.10, 8.

Question n° 5:

In page 29, the heading of section 5.2 reads "*Fitness of the proposed approach for delivering all services (30 % weight for the technical evaluation).*"

The heading of sub-section 5.2.1 reads "*Ability to supply all services and deliverables linked to the maintenance and support of the taken over CIs*". Can you please confirm that:

- (a) In the sub-question 1) "*Your understanding of the requirements of the contract, including your understanding of the evolution of the scope*", DG TAXUD refers to the **overall requirements** including current CCN/CSI and the evolution of the scope towards the CCN2?

- (b) The sub-questions from 2) to 9) relate ONLY to maintenance and & services of taken over (i.e. the current CCN/CSI).

(Reference Document: Annex LA Questionnaire)

Reply

- (a) **Yes, we can confirm that your understanding is correct.**
(b) **Yes, we can confirm that your understanding is correct.**

Question n° 6:

In page 36, the requirements FR 1.12-36 reads "*The Communications and Interoperability Layer supports multi-tenancy (to deploy as a cloud service).*"

Can you elaborate the requirement about "multi-tenancy (to deploy as a cloud service)"?

(Reference Document: Annex II.C FR 1.12-36)

Reply

The Communications and Interoperability Layer can be deployed in such a way that it supports multi-tenancy (meaning multiple tenants share the same computing resources with security, reliability, and consistent performance) and this deployment can be done in a scalable way i.e. through cloud services.

Question n° 7:

In page 40, the requirement FR 2.2-23 reads "*The SOA Governance Module supports the management of pre SOA API sets.*"

Can you clarify/elaborate what are the "pre SOA API sets"?

(Reference Document: Annex II.C FR 2.2-23)

Reply

As "pre-SOA API sets", we refer to APIs that do not directly support the SOA concepts or paradigms (e.g. there is no notion of service) or are not expressed in terms of current mainstream SOA technologies (e.g. API not supporting SOAP).

Question n° 8:

In pages 47-48, the requirement FR 3.6.2-5 reads "*The MFT Module supports sending files from one or more sources to one or more destinations with one execution.*" Can you clarify/elaborate what you mean by "with one execution"?

(Reference Document: Annex II.C FR 3.6.2-5)

Reply

This requirement means that the transfer of files is seen as a logically atomic operation: either all files in the given set are transferred to all clients or no files are transferred.

Question n° 9:

In pages 48, the requirement FR 3.6.2-10 reads *"The MFT Module provides reports on file access."*

Can you clarify what kind of "file access" you want to report?

(Reference Document: Annex II.C FR 3.6.2-10)

Reply

The report contains information such as, but not limited to, who accessed the file (either a person or a system), when, and what is the action done (e.g. read, write, delete).

Question n° 10:

In pages 12, the requirement DP 1.9 reads *"The CCN2 Platform supports the existing Partner applications with no redevelopment from their side (particularly any change in the CSI API is backward compatible)."*

In page 22, the requirement BR-1 reads *"The CCN2 Platform provides full integration with the existing Partner applications which use the CSI API. In other words the Partner will not be required to carry out any application redevelopment to link to the CCN2 Platform (except possibly limited technological updates, such as using new versions of the CSI stacks)."*

Our understanding is that the CSI API must be kept in CCN2. What is the objective of the usage of the API after the migration? Is it to continue creating new applications using the CSI API or just support it until their end of life?

(Reference Document: Annex II.C DP1.9 and BR-1)

Reply

Yes, we can confirm your understanding that the CSI API must be kept in CCN2. The purpose is to allow NA to continue using their existing applications without the need of redeveloping them. The further use of CSI following the CCN2 introduction will be managed according to the plans and constraints of the portfolio of projects at hand at that time. Our existing thoughts concern its phase out for new developments; however, it could be that existing applications could continue using CSI for some time.

Question n° 11

In relation to your requirements DPI .9 & BR-1& BR-2, Can you confirm if the CCN2 solution has to support also the following interfaces:

- Http2Csi,
- User Management Service?

(Reference Document: Annex II.C DP1.9&BR-1&BR-2)

Reply

Yes, we can confirm that your understanding is correct.

Question n° 12

In relation to the requirement DP 1.9 in page 12,

Can you confirm if the CCN2 platform has to support all the existing activation modes for CSI applications:

- Pre-started
- On-demand
- Triggered (the connection is established on the CCN/CSI platform when a message is available in the application queue)

(Reference Document: Annex II.C DP1.9)

Reply

Yes, we can confirm that your understanding is correct.

Question n° 13:

In relation to the requirement DP 1.8 and DPI. 9 in page 12, the CCN software includes today a Message Duplication Service. Can you confirm that CCN2 must implement a similar service, and that the new implementation must be compatible and interoperable during the migration phase?

(Reference Document: Annex II.C DP1.8&DP1.9)

Reply

Yes, we can confirm that your understanding is correct.

Question n° 14:

In relation to the requirements NFR2.1, NFR2.2, NFR2.3, NFR2.4 in section § 3.2.1, Can you explain why the throughput given in section 3.2.2 is very different than the average throughput given in NFR2.1, NFR2.2, NFR2.3, NFR2.4?

(Reference Document: Annex II.C NFR2.1, NFR2.2, NFR2.3, NFR2.4)

Reply

The NFR2.1, NFR2.2, NFR2.3 and NFR2.4 are estimated based on the sum of: (1) the projected CCN traffic growth and (2) new traffic based on new SOA-oriented applications, and the traffic in section 3.2.2 contains the projected evolution of the CCN traffic (based on the current traffic and estimated 30% annual growth, as stated in NFR2.8). Both datasets (if extrapolated to one year), are around 15 billion messages/year (the major traffic is expected to occur during 10 hours).

Question n° 15:

In relation to the requirements NFR2.9 in section § 3.2.1,

- (a) Can we have the percentage of synchronous paradigm in the average throughput of small messages (5KB)?
- (b) Does include the response time of 300 ms the network time? If yes, what is this network time?

(Reference Document: Annex II.C NFR2.9)

Reply

- (a) **Based on the statistical data of one month, the ratio of the synchronous messages (average size less than 5kB) compared to the asynchronous messages (average size less than 5kB) is about 50%.**
- (b) **No, network time is not included.**

Question n° 16:

In pages 13, the requirement DP 1-15 reads "*The CCN2 Platform is able to support federated SOA domains which are interconnected and capable of operating independently of each other.*" Can you please elaborate further the use of federated SOA domains in the context of CCN2?

(Reference Document: Annex II.C DPI.15)

Reply

The CCN2 Platform should be able to link various SOA domains (as existing or to be introduced) in the NAs in such a way as to ease interoperability between those domains. It should be noted that it is possible that other SOA domains could be introduced in the future (e.g. SOA domains from other Commission DGs or even third-party companies).

Question n° 17:

In pages 14, the requirement DP3.4 reads: "*The CCN2 Platform is designed to consolidate data used for the operation of the Platform into a single location with no logical duplicates. If it is not feasible to completely consolidate the information, a single source must be identified as the master data and controlled replication must be in place.*"

Can you please clarify/elaborate this requirement?

(Reference Document: Annex II.C DP3.4)

Reply

The purpose of this requirement is to minimise the duplication of technical information used for operation (such as connection strings, addresses of servers, ports, etc.) or at least introduce clearly controlled ways to manage this information, in order to ease operational tasks and ensure maintainability.

Question n° 18:

In pages 25, the requirement FR 1.1-18 reads, "*The ISE provides root-cause analysis.*" What do you mean by root cause? The analysis in the context of tooling and testing?

(Reference Document: Annex II.C FR 1.1-18)

Reply

The purpose of this requirement is to help to find the root cause of an issue or problem. It could be used also to analyse performance issues.

Question n° 19:

In pages 26, the requirement FR 1.1-18 reads: "*The Orchestration Module of the SOA Backplane has the ability to execute compensating transactions.*" Can you explain the "Transaction compensation" requirement? Is it linked to long running transactions?

(Reference Document: Annex II.C FR 1.2-1)

Reply

Some standards such as BPM do not directly support rollback of transactions. In case a business operation fails, the corrective actions are usually implemented using compensation (explicit undo-like actions). The concept covered by the requirement FR 1.2-1 can be linked to long-running business transactions.

Question n° 20:

In pages 27, the requirement FRI.3-6 reads, *"The Activity Monitoring Module of the SOA Backplane provides functionality to define key performance indicators (KPIs) and alerts on events failing KPIs."*

DG TAXUD refers to KPIs. Do you mean by KPIs, technical or business KPIs? Can you provide an example of the type of requested KPIs?

(Reference Document: Annex II.C FR1.3-6)

Reply

It refers to both business KPIs (such as "how many messages of a given type were exchanged between two specific NAs during a specific time frame") and technical KPIs (such as "how many times did a specific NA system failed to correctly process a message").

Question n° 21:

Can the DG TAXUD explain what is the difference between FR1.5-5 and FR1.5-6?

(Reference Document: Annex II.C FR1.5-5andFR1.5-6)

Reply

FR1.5-5 refers to authorisation and FR1.5-6 refers to access control. FR1.5-6 must be read as follows *"The Security Module of the SOA Backplane integrates with the IAM module within the CCN2 Platform to provide access control functionality (authorisation granting and check) to verify that systems/users are allowed to perform the requested operations."*

Question n° 22:

In pages 35, the requirement FR 1.12-14 reads: "*The Communications and Interoperability Layer supports conversational Interaction Style (i.e. non-blocking).*" What is the relation between conversational Interaction Style and non-blocking?

(Reference Document: Annex II.C FR 1.12-14)

Reply

Conversational interactions can either be blocking (the client waits for the answer) or non-blocking (the response will be asynchronously sent). The purpose of requirement FR1.12-14 is to ensure that the CCN2 Platform solution supports the non-blocking mode.

Question n° 23:

In pages 37, the requirement FR 2.1-6 reads: "*The SOA Governance Module supports audit trail functionality to maintain a history and audit trail of the lifecycle of a sender or artefacts. This supports compliance with the LAT policy of DG TAXUD.*" Can you provide a copy of the LAT policy?

(Reference Document: Annex II.C FR 2.1-6)

Reply

The LAT Policy (LAT policy v3.00-EN.pdf) has been published on the website of Directorate General for Taxation and Customs Union.

Question n° 24:

FR 3.7-5 reads: "*The Logging Module provides Management tools to manage all the modules on the CCN2 Platform including MDM, BAM, SOA Backplane and governance.*"
FR 3.7-18 reads: "*The Logging Module provides a centralised management tool for all the modules for the CCN2 Platform.*"

- (a) Do you mean that the logging module must contain management tools?
- (b) Usually, management tools are exploiting log information. Can you clarify this point?

(Reference Document: Annex II.C FR3.7-5 & FR3.7-18)

Reply

- (a) **Yes, we can confirm that your understanding is correct.**
- (b) **We confirm that management tools usually exploit log information, but we expect the tools to use other types of information as well (such as SNMP traps, etc.).**

Question n° 25

As described in the question, a BAM tool is required for the real time business monitoring.

- (a) The mentioned requirement for the CEP is an immediate one?
- (b) Can you give / describe a functional use case that requires CEP?

(Reference Document: Annex II.C FR3.3-20)

Reply

- (a) **Yes, we confirm that the "MAY" requirement for CEP is valid from the start of the project.**
- (b) **A purely theoretical use case is as follows:**
 - **suppose that there are message flows containing information about transport of goods from entry or exits points (for instance, ports or customs offices). Those messages generate events.**
 - **suppose that specific goods are to be followed specifically for security reasons (for instance, certain chemical products).**
 - **suppose that some rules exist about the amount of a certain good expected to be exchanged between two countries.**

In the context of the CEP, alerts could be generated based on the fact that suddenly, sensitive goods are transferred from various sources in the EU towards a specific country.

Question n° 26

What is the time frame of "historical data"?

(Reference Document: Annex II.C FR3.3-9)

Reply

As a BAM Module is not used today for the CCN/CSI flows, such information is not available. At this stage, we estimate that the time frame of "historical data" will not exceed 5 years.

Question n° 27

Does "impact analysis" means "identify the assets which are related to the flow on error"?

(Reference Document: Annex II.C FR3.3-21)

Reply

No, it does not.

Question n° 28

What kind of information will be exchanged between CCN2 and the Exchange Server?

(Reference Document: Annex II.C FR1.7-5)

Reply

This type of integration is required by applications that need to use typical CCN Mail III functionalities such as (but not limited to) sending mails and alerts using the CCN2 Platform.

Question n° 29

Is business rule engine identified as a centralized component in the target solution?

(Reference Document: Annex II.C FR1.8-2)

Reply

It is up to the Tenderer to provide the best design and implementation of the CCN2 Platform. The design decisions on the architecture of the Business Rule engine (either distributed or centralised) must be taken by the Tenderer according to his analysis of the requirements.

Question n° 30

A BRE can be used to store routing rules, transformation rules, filter rules, but it's not its main functionality of a BRE which is to store business decision rules

(Reference Document: Annex II.C FR1.11-5 and FR1.12-21)

Reply

Your understanding is correct.

Question n° 31

- (a) What is the meaning of "message priority"?
- (b) Messages with higher priority must be treated before others or have a dedicated physical resource pool?

(Reference Document: Annex II.C FR1.11-5 and FR1.11-6)

Reply

- (a) **Messages priority is set by the rules engine (Annex II.C FR1.11-5). The content of the message may also be used to set the message priority (Annex II.C FR1.11-6). Messages will be processed according to message priority potentially on dedicated resources.**
- (b) **Messages with a higher priority are processed before messages with a lower one. This may require the use of dedicated resource pool.**

Question n° 32

Can you give more details on this requirement?

(Reference Document: Annex II.C FR1.7-22)

Reply

It is up to the Tenderer to provide the design and implementation of the CCN2 Platform, offering, if available, functionalities to deploy packaged composite applications and packaged integrating processes in the Adapters Module.

Question n° 33

Does the Orchestration module need to have internal workflow functionality?

(Reference Document: Annex II.C FR1.2-1, FR1.2-2, FR1.2-3, FR1.2-4, FR1.2-5, FR1.2-6 and FR1.2-7)

Reply

The Orchestration module needs to support workflow. The design decisions on the architecture of the Orchestration module (such as if the internal workflow functionality is internal or external) must be taken by the Tenderer. It is up to the Tenderer to provide the best implementation of the requirements according to his analysis.

Question n° 34

- (a) Could you please list CS-RD Data?
- (b) Could you describe for each of them their fields, size/row, number of row, update frequency, acquisition, validation process, etc.?

(Reference Document: Annex II.C FR3.6.1-1)

Reply

- (a) **No, there is no plan to migrate the CS-RD system to the CCN2 Platform MDM component.**
- (b) **Please refer to the Reply to Question no. 34 (a)**

Question n° 35

We understood that DG TAXUD wishes to acquire a MDM base and not to implement the TARIC and CD-RD repository.

Do you confirm?

(Reference Document: Annex II.C FR3.6.1-2)

Reply

Yes.

Question n° 36

Could you please explain what do you mean by data federation and data virtualisation?

(Reference Document: Annex II.C FR3.6.1-3)

Reply

"Data federation" means to present an EU-wide view of certain type of data. "Data virtualisation" means that data can be accessed as EU-data without the needed a priori knowledge of the location or owner of the data.

Question n° 37

- (a) Could you please provide the frequency and size of these transfers?
- (b) Is there any specific exchange format expected?

(Reference Document: Annex II.C FR3.6.1-4)

Reply

- (a) **As this functionality is currently not used, such information is not available.**
- (b) **As this functionality is currently not used, such information is not available.**

Tenderers can assume that, over the next 10 years approximately, 30% of the current CCN/CSI traffic (in terms of number of messages) and 60% in terms of volume could be replaced by MDM-based functionalities, if all applications would be redesigned to directly use MDM instead of current exchange means.

Question n° 38

- (a) Could you please explain "domain" concept (is it common, national, external... domain)?
- (b) If possible, what is expected for domains overlapping management?
- (c) What are the expected decision rights and accountability framework?
- (d) Is task management and/or delegation management expected?"

(Reference Document: Annex II.C FR3.6.1-5)

Reply

- (a) **A "domain" is a specific area of responsibility governed by a named entity.**
- (b) **We confirm that domains can overlap and that specific management support could be needed.**
- (c) **The decisions rights and accountability framework must be flexible to support future systems.**
- (d) **Yes.**

Question n° 39

Could you please provide a range for these multiple systems? Could you please precise this requirement? What kind/size/frequency of exchanges is expected?

(Reference Document: Annex II.C FR3.6.1-6)

Reply

Currently, there are at least about 30 Centrally Developed and Centrally Operated Trans-European Systems which are eventual candidates for the use of the CCN2 Platform MDM component over the next 10 years, after the CCN2 Platform is available. As this functionality is currently not used, such information is not available.

Question n° 40

- (a) Does partial update mean update a part of master data (for instance, only data related to a partner)?
- (b) Or does it mean update the part of master data that changed since last update?

(Reference Document: Annex II.C FR3.6.1-7)

Reply

- (a) **Yes.**
- (b) **Yes.**

Question n° 41

- (a) Could you please provide a use case (i.e. example) for each of these functional requirements (profiling, cleansing, matching, linking, identifying and semantically reconciling data)?
- (b) Is a workflow expected for these data quality functions?
- (c) Is automatic data normalization (based on vocabulary control) expected?

(Reference Document: Annex II.C FR3.6.1-8)

Reply

- (a) **TAXUD's examples for the requirements are as follows:**
 - **for profiling: statistical analysis and assessment of the quality of EU data e.g. linked to the usage of EORI numbers between different tables;**
 - **for cleansing: removal of erroneous data based on rules;**
 - **for matching: matching the internal ID of a certain data type in a country with the common EU ID;**
 - **for linking: linking data from two separate NA systems to provide the common EU data format;**
 - **for identifying: identifying piece of data using tools and/or unique data IDs;**
 - **semantically reconciling data: map different representations of Country codes for Greece like EL or GR to the Member State Greece.**
- (b) **Yes.**
- (c) **Yes.**

Question n° 42

Should the MDM Module support statefull data replication?

(Reference Document: Annex II.C FR3.6.1-9)

Reply

Yes. Please note that the correct reference is Annex II.C FR 3.6.1-10.

Question n° 43

- (a) Is old versions achieving expected (with which depth)?
- (b) What is the expected use for these old versions (navigation, export, etc.)?
- (c) Is acquisition/modification versioning expected? If so, can you precise how concurrency between versions is expected to be managed?

(Reference Document: Annex II.C FR3.6.1-10)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-11.

- (a) **See Annex II.F - Reference document [R358] (TATAF) for details on examples used in existing business applications (non-exhaustive list) like work package management and simple versioning.**
- (b) **Please refer to the Reply to Question no. 43 (a).**
- (c) **Please refer to the Reply to Question no. 43 (a).**

Question n° 44

- (a) For security functions integrated with the CCN2 Platform, do you expect integrated authentication?
- (b) Can you precise the security requirements?
- (c) Are technical and functional monitorings expected?
- (d) Can you precise the monitoring requirements?

(Reference Document: Annex II.C FR3.6.1-11)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-12.

- (a) **Yes.**
- (b) **Please refer to ANNEX II.C for all security requirements.**

- (c) **Yes.**
- (d) **Please refer to ANNEX II.C for all monitoring requirements.**

Question n° 45

- (a) FR 3.6.1-13: For which use cases this functionality is expected?
- (b) What kind of taxonomy representation is expected?
- (c) Do you intend to use any taxonomy representation standard (OASIS, UML, XML, etc.)?

(Reference Document: Annex II.C FR3.6.1-12)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-13.

- (a) **This functionality is expected to increase reliability when exchanging data.**
- (b) **As this concept is currently not used in DG TAXUD, there are no additional requirements.**
- (c) **Yes.**

Question n° 46

- (a) Is a decision rights and accountability framework definition expected?
- (b) Is this definition based on workflow management (for valuation, creation, storage, use, archiving and deletion of master data)?

(Reference Document: Annex II.C FR3.6.1-13)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-14.

- (a) **Yes.**
- (b) **Yes.**

Question n° 47

Could you please provide details and a use case for this requirement?

(Reference Document: Annex II.C FR3.6.1-14)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-15.

TAXUD's example:

Suppose that, in different systems, there are different pieces of information referring to the same company (the same entity). In one system, this is referred to as "trader" (one class of data), in another system, "legal partner" (another class) and in a third one as "Company" (another class). The resolved "trader" entity by the MDM component contains information from all sources and connects the three labels ("trader", "legal partner" and "company").

Question n° 48

Could you please provide details and a use case for this requirement?

(Reference Document: Annex II.C FR3.6.1-15)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-16.

TAXUD's example: The CCN2 Platform links various NA and other Partners. As seen from the EU, a European system is composed of the EU-wide layer, or top layer (with his own organisation and data model), the NAs as intermediate layer (each with his own organisation and data model) and other Partners such as Traders (with also their own organisations and data models). The MDM should be able to cope with this structure.

Question n° 49

- (a) Does DG TAXUD own this kind of tool (Business Rules Management System, Business Process Management, etc.)?
- (b) Can you describe integration complexity level between these tools and the MDM Module?

(Reference Document: Annex II.C FR3.6.1-16)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-17.

- (a) **DG TAXUD does not currently have dedicated a Business Rules Management System or Business Process Management tools.**
- (b) **As per the answer given above for question 49 (a), such information is not available.**

Question n° 50

- (a) Could you please provide details and a use case for this requirement?
- (b) What kind of ontology representation is expected?
- (c) Do you intend to use any ontology representation standard (UML, Express, Ontolingua, XML, etc.)?
- (d) What link is expected with data modelling and taxonomy modelling?
- (e) What are associated flows?
- (f) What are workflow steps expected?

(Reference Document: Annex II.C FR3.6.1-17)

Reply

Please note that the correct reference is Annex II.C FR 3.6.1-19.

- (a) **DG TAXUD is currently not using ontology, but this technology is seen as a potential candidate for future systems. There are no additional requirements.**

A future and very hypothetical example would be the following: suppose that ontology exists in the context of Customs and that a new legislation is adopted, then:

- **ontology could be enriched to reflect new or updated concepts or relations,**
- **this updated ontology could be communicated to MS as support for their own development in an automated way (using standards such as OWL and RDF) and provide stricter support than the existing word documents,**
- **the updated ontology could be used to automate some validation when messages are processed (specifically, for semantic validations).**

Also, ontology could be seen as complementary to BPM as BPM does not directly provide semantic support for concepts and relationships.

- (b) **As it is not currently used, we cannot describe the kind of ontology representation expected.**
- (c) **Please refer to the Reply to Question no. 50 (b).**
- (d) **Please refer to the Reply to Question no. 50 (b).**
- (e) **Please refer to the Reply to Question no. 50 (b).**
- (f) **Please refer to the Reply to Question no. 50 (b).**

Question n° 51

Should the proposal include IPS/IDS solutions in order to prevent unauthorized access to the CCN2 platform at the network level?

(Reference Document: Annex II.C DP6.1)

Reply

No. IPS/IDS network security will be provided by the CCN-WAN contractor. Please refer to ANNEX II.A, section 2.7, for more details on the services provided by the CCN-WAN contractor.

Question n° 52

Should the data integrity guaranteed by an applicative control?

(Reference Document: Annex II.C DP6.1)

Reply

If "applicative control" means "control provided by the business applications", then your understanding is not correct.

Question n° 53

Is legal archiving required for the CCN2 platform?

(Reference Document: Annex II.C DP6.3)

Reply

Please refer to the TEMPO Archiving Policy (TMP-POL-ARC v1.00.doc) for more details (Cfr. ANNEX II.A section 0.5.1 and section 3.6 for details on TEMPO).

TEMPO Links:

https://circa.europa.eu/Members/irc/taxud/tempo/library?l=/tempo_2010/tempo_release_200900/quality_management/document_management/tmp-pol-arc_v100doc/ EN_1.00 &a=i

https://circa.europa.eu/Members/irc/taxud/tempo/library?l=/tempo_2010/tempo_release_200900/quality_management/document_management/tmp-fac-arc_v100doc/ EN_1.00 &a=i

Question n° 54

Does the requirement mean a local (national) physical storage of traces for an entity?

(Reference Document: Annex II.C DP6.4)

Reply

There is no requirement for local (on Access Point) storage of the audit information

for accountability reasons.

Question n° 55

Should an applicative encryption of communication be provided?

(Reference Document: Annex II.C DP6.6)

Reply

If by "applicative encryption" you mean "encryption provided only by the business applications", then your understanding is not correct. We confirm that an encryption of communication is required.

Question n° 56

As they are not mentioned in Security Policy [R781], could you confirm the use of ISO 27001:2005 and ISO 27005:2011 as reference standards for CCN2?

(Reference Document: Annex II.C DP6.7)

Reply

It is compulsory for Tenderers to provide services in compliance with ISO standards or equivalent.

Please refer to ANNEX II.A section 0.5.1 and ANNEX I.A Section 4.6.1 for details on these standards.

Question n° 57

Is the ISO 27001 certification aimed for the CCN2 platform?

(Reference Document: Annex II.C DP6.7)

Reply

No.

Question n° 58

Which OTP is expected?

(Reference Document: Annex II.C FR3.1-22)

Reply

DG TAXUD is currently not using OTP. The design decisions on the architecture of

the security implementation (such as the use of a particular OTP) must be taken by the Tenderers. It is up to the Tenderers to provide the best implementation according to his analysis of the requirements.

Question n° 59

Could you please precise the expected types of Smart Cards, PK, middleware?

(Reference Document: Annex II.C FR3.1-27)

Reply

DG TAXUD is currently not using these technical means. The design decisions on the architecture of the security implementation (such as the use of techniques and technologies mentioned in the question) must be taken by the Tenderers. There are no additional requirements.

Question n° 60

Does it mean partner's user on-boarding?

(Reference Document: Annex II.C FR3.4-1)

Reply

Yes.

Question n° 61

Should partners able to define their own dedicated profiles?

(Reference Document: Annex II.C FR3.4-3)

Reply

Yes.

Question n° 62

Could you please precise what is the score carding?

(Reference Document: Annex II.C FR3.4-5)

Reply

A "scorecarding" refers to a behaviour management tool reflecting activities of the Partners.

Question n° 63

Can you please precise your roadmap of the need for the version 3.0 of XACML?

(Reference Document: Annex II.C section 2.5)

Reply

DG TAXUD is currently not using XACML. There are no additional requirements.

Please refer to ANNEX II.C section 2.5 for details on the level of requirement for standards.

Question n° 64

Should Penetration Tests be included in our proposal?

(Reference Document: Annex II.F – Ref. [362])

Reply

It is up to the Tenderers to decide if penetration tests will be included to cover all security requirements and be compliant with the security policies.

Question n° 65

Which of the 5 solutions has been yet implemented for SIAP and CCN User management?

(Reference Document: Annex II.F – Ref. [377])

Reply

Solution 3 implementation is on-going.

Question n° 66

Should the compatibility with the GSS API of a CCN Application Platform be maintained in CCN2 Access Point?

(Reference Document: Annex II.F – Ref. [632])

Reply

Yes, for backward compatibility with CCN/CSI.

Question n° 67:

The request for clarification below is separated into sub-sets to ensure a structure. All sub-questions are related since they will support our understanding of how to reply to the call for tender in light of administrative efficiency and optimization while respecting the bid compliancy rules.

- 67.1. What are the conditions to be adhered to in order for a local entity of a Group i.e. the tendering entity to exhibit resources from its parent and/or sister companies in the selection criteria for technical and professional capacity?
- 67.2 (a) Does a written undertaking on the part of these entities or parent company suffice in order to exhibit the technical capacity of such entities in the selection criteria for technical and professional capacity without declaring such entities as either a partner and/or sub-contractor?
(b) Or do these entities have to be declared either as a partner or sub-contractor in order to exhibit their technical capacity in the selection criteria for technical and professional capacity?
- 67.3 Please clarify if sub-contractor resources can be exhibited in the selection criteria for technical and professional capacity and if so, please specify clearly which responses to questions (please provide numbers) within Annex I.A Questionnaire Section 4 can include resources of sub-contractors? Given that the Tendering Specifications §4.1 states that ‘technical and professional capacity will be assessed in relation to the tendering group as a whole’ and the DG TAXUD Guidebook (Annex IV) states §5.2.3 ‘subcontractors do not form part of the ‘tendering group’ – it is open for interpretation what exactly can be exhibited from declared sub-contractors within the selection criteria for technical and professional capacity, especially in light of the following:
- (a) We understand that sub-contractor resources can be included in §4.3.2 (Staffing Tables) in relation to ‘non-permanent staff’ – please clarify.
- (b) We also understand that sub-contractor resources can be included in §4.4.1 (Qualified staff per profile) in relation to ‘non-permanent staff’ – please clarify.
- (c) We also understand that sub-contractor resources can be included in §4.4.2 (CVs) in relation to ‘non-permanent staff’ – please clarify.
- 67.4 Are there other questions within Annex I.A Questionnaire Section 4 where the tenderer is allowed to exhibit the resources of declared sub-contractors?

Reply

- 67.1 For the selection criteria for technical and professional capacity, the human resources to be taken into account are those of the following:**

The tenderer (or tendering group)

The subcontractors

other entities regardless of the legal nature of the links which the tenderer has with them, under the condition that the tenderer produces an undertaking on the part of those entities to place those resources at the disposal of the tenderer.

Reply

67.2 Please see Reply to Question n° 67.1

Reply

67.3 (a), (b) and (c) Please see Reply to Question n° 67.1

Reply

67.4 No, there are no other questions within Annex I.A – Questionnaire, Section 4, where the tenderer is allowed to exhibit the resources of sub-contractors.

Question n° 68:

Would DG TAXUD please elaborate on the content it expects to see in a 'Declaration from Parent Company'?

Reply

It is up to the tenderer to determine the form and the content of that declaration.

Question n° 69:

Annex IV – Guidebook for Tenderers DG TAXUD states in § 9.2.2 (Technical and professional capacity) that 'proof of registration in a professional or trade register must be provided by means of a declaration or certificates prescribed in the country of establishment of the company(ies)'. We notice that such a question is not included in questionnaire Annex I.A. Where should we insert this bid deliverable in our response?

Reply

You should insert this bid deliverable together with the deliverables indicated in point 4.3.1 (Description of your organization) of Annex I.A – Questionnaire.

Question n° 70:

Are there any restrictions concerning the participation in the CCN2-DEV call for tenders for contractors involved in other contracts within DG TAXUD, namely TIMEA and ITSM2 (Lot 3), in both cases as partner in the consortium.

Reply

If the tenderer is involved in other contracts with DG TAXUD, it will have to inform the Commission of the measures that it commits to take in case it will be awarded the contract, in order to provide the Commission with the guarantee of absence of any conflict of interest. Please see, in this respect, point 3.1 ("Impact on other calls for tenders and/or current contracts") of the Tendering Specifications.

Question n° 71:

The article II.2.2 of the Framework Contract refers to the amount of the Framework contract for the computation of the cap on liabilities.

- a) This cap being based on the contractual amount of the related Specific Agreement in the others RFP issued by the Commission could you please confirm if it is well the Specific Agreement which is relevant for the Article II.2.2 computation of the cap of liabilities?

Reply

No, Article II.2.2 refers to the Framework Contract as a whole.

- b) The contractual amount of the Framework contract being indicative and the liabilities and penalties being usually linked to the value of concerned products or services we anticipate that this Article should indeed refer to the relevant Specific Contract?" can you please confirm our understanding ?

Reply

No, Article II.2.2 refers to the Framework Contract as a whole.

Question n° 72:

Annex II.D - Sections 2.4.3. & 2.4.4.

Does "Asynchronous Web Service" mean an asynchronous message exchange over an inherently asynchronous protocol (like JMS) or does it mean pseudo-asynchronous Web Service (SOAP over HTTP) with callback?

Reply

"Asynchronous Web Service" means web service following the asynchronous paradigm. It is up to the Tenderer to provide the design supporting that paradigm.

Question n° 73:

Annex II.D - Section 3.7.2.

"4. 10% of the messages will be encrypted and will need to be decrypted before processing"

Is using HTTPS as transport protocol for Web Services (instead of HTTP) fulfill the encryption requirement or is it expected that the encryption/decryption is performed by the application layer not by the transport layer?

Reply

It is expected that the CCN2 Platform provides encryption services independently from the transport protocol (for instance, for message content encryption).

Question n° 74:

Annex II.D - Section 3.7.2.

"7. Synchronous Web Service calls 50% of the traffic;
8. Asynchronous Web Service calls 50% of the traffic."

Does it mean that:

- synchronous/asynchronous calls should cover 50% of the message count (without specifying the distribution of message sizes), meaning ~36000 messages per minute for both paradigms

or

- synchronous/asynchronous calls should cover 50% of the network traffic (without specifying the distribution of message sizes), meaning ~700 MB/minute for both paradigms

or

- synchronous/asynchronous calls should cover 50% of each of the message size (i.e. message sizes distribution must be the same in both cases as well as in the overall load)?

Reply

The characteristic for this specific part of the PoC is the option that you have described in the first hyphen (based on message count).

Question n° 75:

Annex II.D - Section 3.7.2.

"3. 5% of the messages will undergo EDIFACT to XML transformation;
4. 10% of the messages will be encrypted and will need to be decrypted before processing;
5. 5% of the messages will require XML to XML transformation;"

a) Is it expected that for messages undergoing each operation the message sizes distribution is as in the overall load?

Reply

Yes.

b) Is it also expected that for messages undergoing each operation the synchronous/asynchronous split is 50/50?

Reply

Yes.

- c) Or is it allowed (for example) that only synchronous messages (provided that they account for 10% of all messages) will undergo encryption/decryption (regardless of their sizes), while only asynchronous messages (provided that they account for 10% of all messages) will undergo transformation (regardless of their sizes)?

Reply

No.

Question n° 76:

Annex II.D - Section 3.7.2 and Annex II.C –Section 3.2.1 - NFR2.1-NFR2.4

Does this include only request count (i.e. during PoC Application A will be required to generate ~72000 requests per minute) or does it also include responses (i.e. during PoC Application A will need to generate ~36000 requests per minute while Application B will generate ~36000 responses per minute creating an overall load of ~72000 messages per minute) or does it also include other messages like those (as specified in the PoC scenario) forwarded to the event sink (meaning that Application A would generate ~18000 synchronous requests per minute and ~9000 asynchronous requests per minute, Application B would generate respectively ~18000 and ~9000 responses per minute, while Application C would asynchronously consume ~18000 messages generated by Application B)?

Reply

All messages (including replies and event syncs) from applications A, B and C are counted as separate messages.

Question n° 77:

Annex II.C – Section 3.2.1 - NFR2.9

Could you specify which of the following phases account for the overall response time used for verification of this requirement?

- a) network traffic between the caller and its Access Point when sending the request;

Reply

No.

b) processing within Access Point of the caller;

Reply

Yes.

c) network traffic between Access Point of the caller and a Main Hub;

Reply

It depends on whether Access Point and Main Hub are co-located. If so, yes. Otherwise, no.

d) processing within Main Hub;

Reply

Yes.

e) network traffic between a Main Hub and an Access Point of the callee;

Reply

It depends on whether Access Point and Main Hub are co-located. If so, yes. Otherwise, no.

f) processing within Access Point of the callee;

Reply

Yes.

g) network traffic between Access Point of the callee and the callee itself when sending the request;

Reply

No.

h) processing within the callee;

Reply

No.

- i) network traffic between the callee and its Access Point when sending the response;

Reply

No.

- j) processing within Access Point of the callee;

Reply

Yes.

- k) network traffic between Access Point of the callee and a Main Hub;

Reply

It depends on whether Access Point and Main Hub are co-located. If so, yes. Otherwise, no.

- l) processing within Main Hub;

Reply

Yes

- m) network traffic between a Main Hub and an Access Point of the caller;

Reply

It depends on whether Access Point and Main Hub are co-located. If so, yes. Otherwise, no.

- n) processing within Access Point of the caller;

Reply

Yes.

- o) network traffic between Access Point of the caller and the caller itself when sending the response.

Reply

No.

Question n° 78:

Annex II.B, 4.3.11 Staff Profiles - Developer/Tester

The way the profile description is structured seems to suggest that two CV types must be submitted under this profile, i.e. Developers and Testers, rather than profiles combining Developer skills as well as Tester skills (as the "Developer/Tester" heading seems to suggest). Can you clarify our understanding?

Reply

Your understanding is not correct. Only one CV is requested covering the requested developer and tester skills.

Question n° 79:

Demonstration

The term “demonstration of your ability to deliver” is mentioned in three of the questions found within the questionnaire (Annex I.A):

- 5.1.2 question 19) “A demonstration of your ability to deliver according to your proposed strategy”
- 5.2.1 question 8) “A demonstration of your ability to deliver the services concerning the taken over CIs according to your proposed strategy”
- 5.2.2 question 5) “A demonstration of your ability to deliver the take-over services according to your proposed strategy”

a) Can you please clarify what is meant by the term “demonstration”?

Reply

It is up to the tenderers to decide how they want to demonstrate, in their bid, their ability for the referred aspects.

b) Do we need to describe one or more projects where these particular strategies were used?

Reply

It is up to the tenderers to decide if they want to describe one or more projects where these particular strategies were used.

c) Do we need to insert references? How many?

Reply

It is up to the tenderers to decide if they want to insert references.

Question n° 80:

CD ROM

In [R624] a reference is made to [RD1]: *CCN/CSI Data Structure Description. Reference: CCN/CSI-CFS-DATA-01-MARB*. We have not found this document on the CD-ROM.

Could you provide this document?

Reply

The requested document (79944_CFS-data05.doc) is now available on the website of Directorate General of Taxation and Customs Union.

Question n° 81:

Profile descriptions, Annex II.B

Within the list of knowledge and skills for the **Junior System Architect**, one of the requirements is stated as follows: “Good knowledge of the architectural aspects of all CCN/CSI and CCN2 Platform related components.”

Can you please clarify whether you refer to components which are standard off-the-shelf solutions, or bespoke developments specific to CCN/CSI?

Reply

For the CCN/CSI Platform, we refer to the architectural aspects of the standard COTS components. For the CCN2 Platform-related components, we refer to the architectural aspects of all components applicable in the proposed design of the tenderer.

Question n° 82:

Profile descriptions, Annex II.B

Within the list of knowledge and skills for the **Senior System Architect**, one of the requirements is stated as follows: “Top notch knowledge of the architectural aspects of all CCN/CSI and CCN2 Platform related components.”

Can you please clarify whether you refer to components which are standard off-the-shelf solutions, or bespoke developments specific to CCN/CSI?

Reply

Please refer to the Reply to Question no. 81.

Question n° 83:

Profile descriptions, Annex II.B

Within the list of knowledge and skills for the **Junior Infrastructure Architect**, one of the requirements is stated as follows: “Good knowledge of large trans-European networks and all ICT components linked to the CCN/CSI and CCN2 network.”

Can you please clarify whether you refer to components which are standard off-the-shelf solutions, or bespoke developments specific to CCN/CSI?

Reply

Please refer to the Reply to Question no. 81.

Question n° 84:

Profile descriptions, Annex II.B

Within the list of knowledge and skills for the **Senior Infrastructure Architect**, one of the requirements is stated as follows: “In depth knowledge of large trans-European networks and all ICT components linked to the CCN/CSI and CCN2 network.”

Can you please clarify whether you refer to components which are standard off-the-shelf solutions, or bespoke developments specific to CCN/CSI?

Reply

Please refer to the Reply to Question no. 81.

Question n° 85:

Profile descriptions, Annex II.B

Within the list of knowledge and skills for the **Technical Support**, one of the requirements is stated as follows: “Good knowledge of the CCN related architecture and all technical aspects of its components.”

Can you please clarify whether you refer to components which are standard off-the-shelf

solutions, or bespoke developments specific to CCN/CSI?

Reply

Please refer to the Reply to Question no. 81.

Question n° 86:

Profile descriptions, Annex II.B

Within the list of knowledge and skills for the **Senior Product Specialist**, one of the requirements is stated as follows: “Top notch knowledge of all technical aspects product(s) linked to CCN/CSI, the CCN2 Platform and related software components and supporting products (like monitoring tools, reporting tools).”

Can you please clarify whether you refer to components which are standard off-the-shelf solutions, or bespoke developments specific to CCN/CSI?

Reply

Please refer to the Reply to Question no. 81.

Question n° 87:

Annex 2.C (FRI.2 and FR3.6.2-19 and section 2.5)

Must the orchestration module be able to execute BPEL flows, or must it only be able to integrate with an external BPEL engine (that will be provided outside CCN2) e.g. via web services?

Reply

The workflow engine is a component required by the Orchestration module of the CCN2 Platform (particularly FR 1.2). The MFT module requirement (FR 3.6.2-19) specifies that MFT functions can be used as part of the processes orchestrated by the Orchestration module. The orchestration module should be able to execute BPEL flows.

Question n° 88:

Annex II.C (FRI.7-22)

Please provide an example of a packaged composite application and a packaged integrating process.

Reply

Examples of packaged composite applications are JEE applications re-using other services such as Java Beans or OSGI applications (for instance, Eclipse applications).

An example of a packaged integrating process is the deployment of a specific Customs component allowing orchestration between systems in National Administrations.

Please refer also to the Reply to Question no. 32.

Question n° 89:

Annex II.C (FR3.6.1-3)

- a) Is (near) real-time synchronisation between data sources required?
- b) Which type of data sources need to be considered (only databases)?

Reply

- a) **Yes**
- b) **The types of data sources could include (but are not limited to) databases from various vendors, web services (SOAP or REST), data files from legacy applications used by DG TAXUD (various format, mostly XML).**

Question n° 90:

Annex II.C (FR3.6.1-8)

Please clarify what is meant by profiling in this context.

Reply

Please refer to the Reply to Question no. 41 (a), first hyphen.

Question n° 91:

Annex II.C (FR3.4)

Please clarify which types of information would need to be managed to support partner management and partner on-boarding/provisioning.

Reply

Please refer to Annex II.C section 1.2 for the partner's definition.

The partner on-boarding/provisioning functionality manages all relevant information (examples could be, but are not limited to, partner name, location, contact details, information related to authentication of the partner, to the services and applications used by partner, partner's SLA, partner infrastructure and connectivity, information, etc.) needed to consume and/or offer services according to this definition.

Question n° 92:

Annex II.C (FRI.6 and FR3.4)

- a) Please provide a definition of 'Community'.
- b) From definition in section 2.1.1 we understand a community as the logical grouping of all the Partners. Is this correct?
- c) If yes, then please clarify the reasoning for separating Community Management (in the SOA Backplane) from Partner Management (in the SOA-Related Capabilities).

Reply

- a) **A Community is a grouping of entities (such as users, systems, applications, etc.) belonging to one or many Partners and using the same set of interfaces or protocols.**
- b) **Please refer to reply to question n° 92(a).**
- c) **Since the answer to question n° 92(b) is not yes, please refer to the reply to question n° 92(b).**

Question n° 93

- a) Can you please provide the list of master data / reference data that will be implemented in CCN2 platform?
- b) In particular, a number of reference data are listed in TAXATION AND CUSTOMS UNION DG ARCHITECTURE REFERENCE: ANNEX A - Page 66, 67, 68, are these considered to be master data that need to be implemented on the MDM solution of CCN2 platform?

Reply

- a) **Please refer to the Reply to Question no. 37.**
- b) **In the absence of the precise references, we cannot reply to this question.**

Question n° 94

In ANNEX II.C CCN2 PLATFORM SPECIFICATIONS AND REQUIREMENTS page 61 and 62, information on load and volume of data required on the CCN2 platform are provided. Can you specify what is the ratio of master data in the overall data load and volume?

Reply

Please refer to the Reply to Question no. 37.

Question n° 95

Do you have any volumes about master data records? Thousands, million?

Reply

Please refer to the Reply to Question no. 37.

Question n° 96

- a) Do Member States IT applications are still responsible to maintain Master data?
- b) If yes, how will they update the data? Directly to central system, locally or both?
- c) Does Master data ownership can be share amongst multiples entities?

Reply

- a) **Yes.**
- b) **Both options are possible, Master data used in Trans-European systems may be managed centrally or synchronized with local MS repositories.**
- c) **Yes.**

Question n° 97

Annex II.C (FR 3.6.1-10) “The MDM Module supports stateless data replication.”

Do you mean that, in case of replication failure, no data should be updated (no partial update authorized)?

Reply

No, this functionality means full asynchronous synchronization mechanism.

Question n° 98

In the Annex II.D, §3.11.4, what are organizations A, B et C: Member States, applications, both?

Reply

Organisations A, B and C are Partners hosting their application(s). Please also refer to reply to Question n° 91.

Question n° 99

In order to showroom the PoC, would it be possible to be informed at least 1 month before or to have a specific date sent to the tenders between November and the final decision date ?

The time needed to book the production infrastructure and to restore all the components and to have the PoC running takes more than 10 days.

Reply

As indicated in the Tendering Specifications, Section 6.3.1.2, tenderers will be informed about the exact date of the validation at least 10 working days in advance.

Question n° 100

Will the European Commission be coming to the production site to view the demo? or is this going to be done remotely ?

Reply

Yes, the Commission will be coming to validate the demonstration. As indicated in the Tendering Specifications, Section 6.3.1.2, the validation will be made at the

premises of the tenderer.

Question n° 101

Annex II.A - §2.3 - Security

Is it true to consider all National Administrations (partners) are able to generate by their own an authentication token compliant with the SAML V2 norm?

Reply

No.

Question n° 102

Annex II.B – p. 61 - Technical Architecture

- a) What is the reference for technical performance requirement?
- b) Are the requirements due to the nominal workload or the pic work Load?

Reply

- a) **In the absence of a precise question and a reference page, we cannot reply to this question.**
- b) **Both.**

Question n° 103

Annex II.B – p. 14 - Technical Architecture:

"...Acquisition and maintenance of the hardware and COTS software related to all environments of the CCN2 Platform (deployment, operations and further maintenance of hardware and software for the production and testing environments will be assured by ITSM2 which will be provided direct access for CCN2-DEV software and hardware to their suppliers)..."

- a) Could you precise if CCN2 Platform hardware related to Hardware for Central Site Only (Main Hub) or if the tenderer has to provide also Hardware for the Access Point?
- b) If yes, how many Access Point have to be provided?
- c) Could you also confirm the network equipment are to be provided by the network

service operator and is not part of the CCN2-DEV proposal?

Reply

- a) **Both must be provided.**
- b) **The total number of sites for the production environment is 42 Access Points. The number of Access Points required for development and testing environments are to be determined by tenderers based on their proposed design.**
- c) **The LAN network equipment required (such as routers, switches, load balancer, firewalls, etc.), being part of the design of the CCN2 Platform Access Point or Main Hub and required to meet the functional and non-functional requirements for the CCN2 Platform, is to be delivered by CCN2-DEV contractor.**

The CCN-WAN network equipment (such as encryption boxes, edge routers etc.) is provided by the CCN-WAN contractor.

Question n° 104

Annex II.B – p. 18 - Technical Architecture

"...The move of the CCN/TC development environment into the 2 DG TAXUD data centers, located in Luxembourg, will have to be coordinated with DG TAXUD (if not yet performed before he take over). Please refer to Section 7 for more details on the DG TAXUD Data Centers..."

Could you confirm operations of moving the CCN/TC development environment is not part of the CCN2-DEV proposal but is part of the reversibility of CCN/TC contract?

Reply

Yes. If, however, DG TAXUD would request CCN2-DEV contractor to do this move, it will be ordered by the On Demand services.

Question n° 105

Annex II.B – p. 19 - Technical Architecture

"...host, operate and maintain the CCN2 Platform development environment (including testing: unit, integration and FAT testing etc.). At the later stage of the CCN2 Platform

development this infrastructure may be hosted in DG TAXUD DC managed by ITSM2 Lot 1 contractor...."

Considering Development infrastructure will in the end be moved in the TAXUD DC, how many month of hosting, operating and mainting CCN2 Platform in our Data Center do we have to consider in our proposal?

Reply

This requested duration is not defined.

For that purpose there are two price elements defined (CS 9 and CS 10). Please refer to the Annex II.B – Section 5.2.1.2.9 and 5.2.1.2.10.

Question n° 106

Annex II.B – p. 35 (WP2) - Technical Architecture

"...the IT equipment (hardware and software) linked to the "development and integration" activities from the incumbent contractor. This equipment is the property of the Commission and is put at the disposal of the new contractor at no procurement cost...."

- a) How is in charge of the move of development Hardware from the actual CCN/TC contractor to the DC of the CCN2 contractor?
- b) Should it be part of the CCN2 proposal?
- c) The takeover period is 12 month: from when do we have to assume the hardware development of CCN has to be hosted in the DC of the CCN2 contractor? From the beginning of the takeover?

Reply

- a) **Please refer to the Reply to Question no. 104.**
- b) **No**
- c) **The CCN/CSI development environment takeover is an element of the handover/takeover strategy. It is the tenderer's responsibility to prepare the take-over plan and to propose specific dates which, after the signature of the first specific contract, will be aligned with the handover plan of the incumbent contractor. The actual dates will be known when both plans are aligned.**

Question n° 107

Annex II.B – p. 39 (WP5) - Technical Architecture

"...Hand Over of All Documentation, Source Code, Processes, Infrastructure and Reports..."

Question similar to the one for the takeover: during the hand over, is the move of development infrastructure of CCN2 from the DC of the CCN2 contractor to the new contractor DC part of the CCN2 WP5 or part of the new contractor's contractor?

Reply

No, the move of the CCN2 development infrastructure is not part of WP5. However, it can always be ordered on demand.

Question n° 108

Technical Architecture

- a) Does TAXUD have some strict rules for Hardware Isolation between all the environments?
- b) In particular, is it possible to mix on the same infrastructure the production environment and the pre-production environment?

Reply

- a) **There must be a physical isolation between the production and all other environments, and a logical isolation between the development and testing environments.**
- b) **No.**

Question n° 109

In order to provide an adequate sizing of the CCN2 Platform, could you give us some volumetric inputs required for sizing?

- a) Retention period for traceability (retention period for which traces of messages have to be stored for consulting (not the whole message)
- b) Retention period for persistency (retention period for which messages have to be stored for replay)
- c) Retention period for archiving (retention period for which messages have to be stored

for complete auditing of the message)

- d) % of OSB messages supposed to be handled by BPEL
- e) % of OSB messages supposed to be handled by BPM
- f) % of messages to be handled in specific format for Administration outside UE (through SPEED2)
- g) Number of access from client to the MDM
- h) Number of master Data Records to be handled by the MDM

Reply

- a) **The EC standard on logging and monitoring [R325] stipulates a minimum retention period for traceability of six months.**
- b) **Retention period for CCN2 Platform persistency must be as long as need to guarantee the delivery of the messages in order to guarantee no data loss (Annex II.C FR1.12-29). The exact duration depends from the design decision taken by Tenderer.**
- c) **The CCN2 Platform does not store complete messages in persistent way. If there is such a need, this is done by the specific applications themselves. Only the headers of messages are stored in the so-called Audit File used by CS/MIS, and CS/MISE applications. This file should be archived for five years.**
- d) **This figure is not available as BPEL is not used yet by DG TAXUD.**
- e) **This figure is not available as BPM is not used yet by DG TAXUD.**
- f) **This meaning of the question is unclear. Please rephrase the question.**
- g) **This figure is not available as MDM is not used yet by DG TAXUD.**
- h) **This figure is not available as MDM is not used yet by DG TAXUD.**

Question n° 110

In case we decide to use all Synergia products for our development phase, can we consider that:

- (a) All software will be provided and operated by DG TAXUD?
- (b) All licenses will be provided by DG TAXUD?

(c) All infrastructure will be provided by DG TAXUD?

Reply

a) **Only the following Synergia related components will be provided by the DG TAXUD and operated in DG TAXUD Data Center:**

- Synergia Service Manager;
- the ITSM Portal (including existing CCN/TC Portal);
- Crystal Reporting and Synergia Business Objects.

The CCN2-DEV contractor will have to set up the development- and test-related tools as described in Annex II.B, section 4.10.1.3, and to take into account the current development tools used by the incumbent contractor as defined in [R098], section 5.1 and Annex II.B, section 8.

b) **No, the licences will be provided only for:**

- Synergia Service Manager;
- the ITSM Portal (including existing CCN/TC Portal);
- Crystal Reporting and Synergia Business Objects.

c) **No. Only the following will be hosted by DG TAXUD:**

- Synergia Service Manager;
- the ITSM Portal (including existing CCN/TC Portal);
- Crystal Reporting and Synergia Business Objects.

Question n° 111

In Annex II.B, p. 166, regarding development environment, it is indicated that “This environment is hosted at the CCN2-DEV contractors' premises or in the DG TAXUD Data Centers and is operated by the CCN2-DEV contractor.”

Can we consider we can propose that the development environment will be hosted from the beginning of the project by DG TAXUD? The operation remain Tenderer responsibility.

Reply

No, both the hosting in the CCN2-DEV contractor Data Center (Annex II.C – Section 5.2.1.2.10 - price elements CS10) and hosting in the DG TAXUD Data Center (ANNEX II.C – Section 5.2.1.2.9 price element CS09) are foreseen by CCN2-DEV contract.

Question n° 112

The Generic Application Services (GAS) are mentioned as a subsystem of the CCN/CSI middleware (page 37 - section 2.5 of ANNEX II.A)

Could you please provide more details for each of these GAS that need to be implemented on the CCN2 platform in order to comply with the requirement BR-1 “The CCN2 Platform provides full integration with the existing Partner applications which use the CSI API”?

(ANNEX II.C, page 22)

Reply

There are five types of GAS currently deployed in the CCN Environment:

- **Queue Browser support (Gateway side);**
For more information, please consult the following reference: [R628]
- **HTT2CSI support;**
For more information, please consult the following reference: [R606]
- **CCN Monitoring;**
For more information, please consult the following reference: [R644]
- **CCN Statistics dispatching;**
For more information, please consult the following reference: [R502]
- **CCN Audits dispatching;**
For more information, please consult the following reference: [R483].

Question n° 113

In the procurement procedure mentioned in the tendering specification we find the following information:

- Part 1, Title 5 of Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002, on the Financial Regulation applicable to the general budget of the European Union, as last amended by Regulation (EU, Euratom) No 1081/2010 of the European Parliament and of the Council of 24 November 2010.
 - Part 1, Title 5 of Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002, as last amended by Commission Regulation No 478/2007 of 23 April 2007, laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Union.
 - The World Trade Organization Agreement on Government Procurement, which the European Union joined following Council Decision of 16 November 1987 concerning the conclusion of the Protocol amending the GATT Agreement on Government Procurement.
- (a) Does it mean that the following articles are not to be considered for this call for tenders related to CCN2 –Dev?

- Article 107 of the Financial Regulation referring to the Multilateral Agreement on Government Procurement concluded within the World Trade Organisation (WTO) and granting access to contracts awarded by the Commission on its own account to nationals of states having ratified this Agreement. The following states have ratified the GPA: Canada, Chinese Taipei, Hong Kong China, Israel, Japan, Korea, the Netherlands with respect to Aruba, Singapore, Switzerland, and the United States; Iceland, Norway and Liechtenstein are also GPA Parties.
 - Pursuant to Article 106 of the Financial Regulation “participation in tendering procedures shall be open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has with the European Union a special agreement in the field of public procurement under the conditions laid down in that agreement.”
- (b) Does it mean that countries such as India having signed the Gatt Agreement on Government Procurement are eligible?

Reply

- (a) **According to the Contract Notice (II.1.7 – Information about Government Procurement Agreement (GPA), "The contract is covered by the Government Procurement Agreement". In this same respect, section I (Legal Framework) of Annex IV (Guidebook for Tenderers) to the Tendering Specifications provide that Part I, Title V of the Financial Regulation and of its Implementing Rules as well as the World Trade Organisation Agreement on Government Procurement (GPA) govern this procurement procedure.**

Please note that Articles 106 and 107 of the Financial Regulation make part of Title V of the Financial Regulation. Therefore, both articles are applicable to this call for tenders.

- (b) **No, India is not eligible because this country has not acceded yet to the GPA. India is a WTO member with the status of observer to the GPA since 10 February 2010. India and the EU have not signed either a special bilateral agreement in the field of public procurement.**

Therefore, the Commission is not obliged to admit an Indian tenderer.

Question n° 114

Can you confirm that for the subcontracting, tenderers are free to choose their subcontractors from both eligible and non-eligible countries?

Reply

Yes. Please note that, in conformity with Section II.1.2 (Place of delivery or of performance) of the Contract Notice, the services will be carried out at the contractor's premises, in one of the Member States, and at the Commission's premises.

Question n° 115

Can you please confirm that consequently all economic operators can act as subcontractors of eligible tenderers?

Reply

Yes. Please note that, in conformity with Section II.1.2 (Place of delivery or of performance) of the Contract Notice, the services will be carried out at the contractor's premises, in one of the Member States, and at the Commission's premises.

Question n° 116

- (a) Is a legal entity (registered in Brussels) part of a global company (registered in the EU) authorized to participate to the tender as sub-contractor, in its own name and capacity?
- (b) And to use its global work force from Brussels, other parts in Europe and locations outside of the EU (E.g. India) to perform design and specification services?

Reply

- (a) **Yes.**
- (b) **Yes, in conformity with Article 137 of the Implementing Rules of the Financial Regulation of the EU, an economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case, prove to the contracting authority (that is, the Commission, DG TAXUD) that it will have at its disposal the resources necessary for performance of the contract, for example, by producing an undertaking on the part of those entities to place those resources at its disposal for this contract.**

Please note that, in conformity with Section II.1.2 (Place of delivery or of performance) of the Contract Notice, the services will be carried out at the contractor's premises, in one of the Member States, and at the Commission's premises.

Question n° 117

Is a sub-contractor participating in the service delivery authorised to give a project reference form to comply with the constraints of the question 4.2.3 of the Annex I.A?

Reply

No.

Question n° 118

Could you please confirm that each PoC requirement saying "internal events are generated for logging and tracing purposes" or "an internal event to acknowledge that the message has been delivered" does not refer to an event as defined in FR 1.12-28?

Reply

No, we cannot confirm your understanding.

Events described in the PoC are candidate for processing as described in FR1.12-28.

Question n° 119

In the case of a subcontractor needs to involve in the tender more than one of its European locations, should each of them be declared as individual subcontractor or is having one entity of the group sufficient (as the company can produce a Group Endorsement letter)?

Reply

A group endorsement letter can be considered as sufficient.

Question n° 120

- (a) Regarding the statements and signed documents to be provided for the administrative part of the proposal (tender form till questionnaire 3) do you accept use of the digital signature?
- (b) Do you accept the stamp of a digital signature of the tenderer or sub-contractor, on the official administrative documents even those providing from administration as extract of Judicial record?

Reply

- (a)** We understand that you refer to questions of sections 1, 2 and 3 of the Questionnaire. We can accept the digital signature only if the national law applicable to your company considers the digital signature as valid.
- (b)** Please see the reply given to question 120 (a).

Question n° 121

Annex ILC-3.2

Question n°14 NFR2.1, NFR2.2, NFR2.3 and NFR2.4 are estimated based on the sum of : (1) the projected CCN traffic growth and (2) new traffic based on new SOA-oriented applications.

- a) Can you give us the percentage of CCN and SOA traffic in 2018 with the two following angles : number of message per second and message size per second.
- b) How often does DG Taxud expect the projected 30 minutes 2018 peak performance to find place? Is this weekly, monthly?
- c) Is it predictable when the peak will find place?

Reply

- a) The SOA traffic (web-service) is very limited today, the use of Web-Services will gradually increase but, as it is decided on an application-per-application basis, we are unable to give the estimates for 2018.
- b) Such information is currently not available. This depends on specific use of the business applications in 2018. For the design purpose, please assume 2 peaks per day.
- c) Such information is currently not available. This depends on specific use of the business applications in 2018.

Question n° 122

FR3.1-21 Annex II.C

The IAM module provides log management functionality for the collection, reporting and analysis of log data on security events. Is the collection, reporting and analysis of log data on security events restricted to:

- a) the IAM module
- b) CCN2 security events

Reply

We confirm that requirement FR3.1-21 is specifically attached to the IAM module, furthermore we draw your attention to requirements FR3.7 that covers Logging for all the modules of the CCN2 Platform.

Question n° 123

Annex II.B chapter 7

Is our understanding correct that the CCN2-DEV provider will need to size and price dedicated CCN2 components for price elements CCN5 and CCN7:

- a) Dedicated COTS for backup and hardware monitoring
- b) Dedicated external storage infrastructure and software for cross Data Center data replication
- c) Dedicated Business Continuity HW, COTS and services Dedicated network core and aggregation equipment within the Data Center

Reply

- a) **If needed for the CCN2 Access Points, dedicated COTS for backup and hardware monitoring functionality must be designed by the CCN2-DEV contractor, sized and priced in FP CCN5, FP CCN6 and FP CCN7.**

For the CCN2 Hubs hosted in the DG TAXUD Data Centers, the backup and hardware monitoring functionality must be designed by the CCN2-DEV contractor.

The contractor may propose to use the Legato for backup and Tivoli for monitoring that will be available in new DG TAXUD Data Centers. Any other components required by design of the CCN2 Platform must be sized and priced in FP CCN5, FP CCN6 and FP CCN7.

- b) **If needed for the CCN2 Access Points, the dedicated infrastructure for external storage and data replication functionality must be designed by the CCN2-DEV contractor, sized and priced in FP CCN5, FP CCN6 and FP CCN7.**

For the CCN2 Hubs hosted in the DG TAXUD Data Centers, the dedicated infrastructure for external storage and data replication functionality must be designed by the CCN2-DEV contractor.

The contractor may propose to use the virtual tape library available in the DG TAXUD TIER 4 Data Centers. Any other components required by

design of CCN2 Platform must be sized and priced in FP CCN5, FP CCN6 and FP CCN7.

- c) The CCN2-DEV contractor, as part of design, must size and price all CCN2 Platform elements which are not covered by future DG TAXUD Data Centers' functions presented in replies to Question 123 a) and b). The internal networking within the TAXUD Data Centers is part of the TAXUD Data Centers.**

Question n° 124

Framework Contract (Art 1.3.3.)

Tendering Specifications (Section 5.4.2.)

The Framework Contract (Art 1.3.3.) and the Tendering Specifications (Section 5.4.2.) define the indexation mechanism for the Contract and any Amendments (except for the provisions set by the Commission and the price elements that are expressed in percentage of another one):

No indexation is applicable for Specific Contracts placed during the 'first year of performance of the Framework Contract or Amendment'.

a) Can you confirm that we should assume 2013 as the reference year for the 'first year of performance'?

b) If not, can you let us know which calendar year we should take as reference year for the 'first year of performance'?

c) If the actual 'first year of performance' would deviate (e.g. 2014) from the above mentioned reference year (e.g. 2013), can you please confirm that indexation will then be applicable as of this actual first year of performance (i.e. 2014 in the above example, according to the indexation formula, as described in the Framework contract and the Tendering Specifications)?

Specific Contracts shall be placed on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision unless and only when the duly signed Specific Contract provides that it will be in force after the 1st January of the following year.

d) We therefore consider that yearly indexation will be applicable (as of 1st January of each year) for Specific Contracts that span more than 1 calendar year. Can you confirm this interpretation?

e) If not, please clarify how pricing of multi-year Specific Contracts will be revised to reflect the impact of inflation.

Reply

To answer this question, a concrete illustration of the indexation method on a hypothetical scenario is provided: the framework contract is signed in October 2013.

1. The prices are fixed by the tender and put into the framework contract (signed in October 2013). The first indexation is possible (if duly requested by any of the parties) from 1st January 2015, and will be valid for all specific contracts signed after this date.
2. All specific contracts signed before 1st January 2015 are based on the prices fixed by the tender (first original of the framework contract). The prices for these specific contracts are fixed for the whole duration of the specific contracts. Two examples: a first specific contract is signed in November 2013 for 12 months (till November 2014) and a second specific contract is signed in June 2014 for 14 months (till August 2015) – both these contracts have the same prices derived from the framework contract (tender) and fixed for the whole duration of the specific contract.
3. Assume that the indexation has been requested in line with the framework contract and the amendment of the framework contract with indexed prices signed in December 2014. As mentioned in point 1 above, the indexed prices are valid for all specific contracts signed after 1st January 2015. And these prices will be fixed for the whole duration of these contracts, even if the duration of specific contracts is longer than one year.

The same procedure applies for further eventual indexations, which may be requested on yearly basis (from 1st January 2016, 2017...).

Question n° 125

Annex II.B-WP.7 Build and Test-Page 48

The Qualification Testing as described in WP 7.4.4 is not consistent with the definition of Qualification Testing in Tempo. The paragraph 4.7.2 and 5.6 of the Tempo Testing Reference Document defines Qualification Testing as a SAT with reduced scope (to be executed by ITSM2) while WP 7.4.4 describes Qualification Testing as activities to be executed by the contractor in his own premises (similar to a FAT). In that case what is the support to Qualification Testing requested in WP 8.4.1.1?

Reply

WP7.4.4 refers to the Qualification executed at CCN2-DEV.

WP8.4.1.1 refers to the CCN2-DEV support provided for the part of the Qualification executed at ITSM, similar to the support provided during SAT testing.

Question n° 126

We understand from the ITSM2 Lot1 RFP that ITSM2 lot1 will provide the backup and restore functions for the CCN2 test and production environments. Could you please confirm that our understanding is correct?

Reply

We do not confirm. ITSM2 Lot1 will execute the backup and restore procedures defined by CCN2-DEV contractor. (see also the reply to question n°123 a)

Question n° 127

Document: R504

Type of issue:

Mismatch between textual descriptions and figures

Description:

When we compare the texts and the figures, the information is not the same. This does not allow us to redraw the logical infrastructure with precision.

Examples (not exhaustive):

[R504, p27/108] – Figure 1 and [R504, p25/108, row #15 “cntcccd52”]

Fig 1 mentions “cntcccd52” belongs to site: CUST.D55, reference: GTW:D55P1
Text mentions “cntcccd52” belongs to site: CUST.D52

[R504, p27/108] – Figure 1 and [R504, p23/108, row #4 “cntcccd12”]

Fig 1 mentions “cntcccd12” belongs to site: DEV.02, reference: GTW:D12P1
Text mentions “cntcccd12” belongs to site: DGXXI.EC

Question: Which of figure 1 and text is the reference?

Reply

In the document R504, page 25, for machine cntcccd52, for the usage, please read "INT / CUST.D55 site / Multimode v7 ~NA / Clearcase INT – Linux" instead of "INT / CUST.D52 site / Multimode v7 ~NA / Clearcase INT - Linux".

In the document R504, page 23, for machine cntcccd12, for the usage, please read "DVP / DEV.02 site / Production ~DGXXIB5 / Clearcase DVP" instead of "DVP / DGXXIEC site / Production ~DGXXIB5 / Clearcase DVP".

Question n° 128

Documents: R504, R174

Type of issue:
Mismatch between types of HW

Description:
The same HW logical name (unique) is not systematically linked to the same HW type

Example:
[R504, p25/108, row #7 "cntcccd21"] – [R174]
[R504] mentions has HW type: AiX - IBM P720 (P7) IBM 8202 E4B
[R174] mentions has HW type: P52A

Question: Which of both documents is the reference?

Reply

In document R174, for machine cntcccd21, please read "IBM P720" instead of "IBM P52A".

Question n° 129

Document: R504

Type of issue:
Mismatch between types of OS

Description:
Different OS types are mentioned for the same gateway

Example:
[R504, p27/108] – Figure 1 and [R504, p23/108, row#2] – "cntcccd8"
Fig1 mentions "cntcccd8" runs OS: RHEL5
Text mentions « cntcccd8 » runs OS : AIX 5.3

Question:
Which of figure 1 and text is the reference?

Reply

In document [R504], p27 – Figure 1, for system "cntcccd8", please read "AIX 5.3" instead of "RHEL 5.3"

Question n° 130

Document: R504

Type of issue:

Completeness of list of sites from figure and mismatch between textual descriptions and figures

Description:

When we try to rebuild the logical infrastructure in terms of sites, based on figure and textual description, we do not obtain the same list of sites

Example:

[R504, p27/108] – Figure 1 and [R504, p25/108, row #15 “ccntcccd52”]

Text mentions as site: CUST.D52

Fig 1 does not mention any site “CUST.D52”

Question:

Which of figure 1 and text is the reference?

Reply

Please see reply to question n°127.

Question n° 131

Document: R178, p 3/5, rows 3-5

Type of issue:

Different versions of COTS but no mention whether both are still used

Description:

[R178] mentions 2 different versions of MQSeries (6.0.2.2 and 7.0.1.3). Nowhere in the set of documentation we could find the number of instances of each version

Question:

Is it possible to obtain such detailed information?

Reply

MQSeries 6.0.2.2 is currently used in all production sites, MQSeries 7.0.1.3 is only used as bundled with the Linux version on VMWare and is not currently used in production.

Question n° 132

Document: General

Type of issue: Missing CMDB.

Description:

No document describes with precision which pieces of software runs on which HW. No document describes with precision which pieces of HW is installed on each physical machine.

Question:

Is it possible to obtain the up-to-date CMDB?

Reply

The snapshot of the CMDB can be found in R504 section 4.1.2. Additional information is available in R176, R178 and R177.

Question n° 133

Annex_3_prices

Price Elements CS9 and CS10 are continuous services with a “Monthly Fixed Price” pricing method. Could you please confirm that:

- a) CS9 deals with the operation and maintenance of IT and Telecom Infrastructure without the setup (because setup is done once and can not be considered as a monthly price): in this understanding, the setup of CCN2 Infrastructure in the CCN2-DEV Data Center should be included in the CCN2 Build Fix Price FP CCN3 à Could you please confirm?
- b) CS10 deals only with providing the hosting environment (data center providing): In this understanding, managing the CC2N-DEV infrastructure hosted by the contractor requires to activate both CS9 and CS10, whereas managing the CCN2-DEV infrastructure hosted by TAXUD requires to activate only CS9 à Could you please confirm?

Reply

- (a) **No, CS9 covers all services described in WP.B.2, including setup and installation as described in ANNEX II.B §5.2.1.2.9.**
- (b) **Yes, your understanding is correct.**

Question n° 134

Annex_3_prices

Price Elements CS9 and CS10 deals with activities applicable to CCN Infrastructure and CCN2 infrastructure:

- a) do we need to include in this price the cost of CCN and CCN2 IT and telecom development environment operation and management ?
- b) Or do we have to consider that CCN2 IT and telecom development environment operation and management cost is part of the CCN2 Fixe Price ?

Reply

a) **Yes, both.**

b) **No.**

Question n° 135

Annex_10a

Guarantee period: it is written that *“During the two-year guarantee period stated in Article II.1.2 of the General Conditions, the Contractor shall provide maintenance at its own and sole expense. »*. We understand that the warranty period for all deliverables is 2 years.

Could you precise the beginning of the warranty period?

From the date were the product/software/document is delivered by the contractor to TAXUD? Or when the product/software/document is accepted by TAXUD?

For example, contractor has to deliver the product/software/document after the FAT, TAXUD Acceptance is given at the end of the PSAT, SAT, CT, PT: when is the beginning of the 2-year warranty period?

Reply

The warranty period begins as of the formal acceptance of the deliverables.

Question n° 136

Annex II.C – p. 61 chapter 3.2.1

Precision to former question 102:

- we understand requirement NFR2.9 related to the Maximum Response Time in a average load context (NFR2.1, NFR2.2, NFR2.3, NFR2.4);

- we understand requirement NFR2.5 related to “Peak Throughput” as the capability of CCN2 Platform to support an high exceptional Load for 30 minutes without falling down (CCN2 platform still up) even if the Maximum Response Time does not respect the NFR2.9.

Most of the time, technical performance requirements are given in two ways:

- the “Normal Load maximum response time”
- the capacity of the system to support an higher Load with a “Peak Load maximum response time” different of the “Normal Load Maximum Response Time”

Could you please precise the NFR2.9 regarding normal and Peak Load?

Reply

For the design purpose please assume that the maximum response time during the peak is 3 times “Normal Load maximum response time” as define in NFR2.9

Question n° 137

Annex II.B – p. 66 - WP.A

Contractor has to provide infrastructure for CCN2. As this infrastructure for testing and production environment will be managed and operated by ITSM2 in the TAXUD DataCenter, we consider that all infrastructure needed for backup system is not part of the framework (because, as for supervision tools like TIVOLI, it is not related specifically to CCN2 platform but is related to global DataCenter facilities and is shared with other TAXUD Platform).

Could you please confirm our understanding?

Reply

Please see the reply to the question n° 123.

Question n° 138

Article 1.8.1 of Part I Special Conditions of the framework contract with regards to Use of the Results:

In the first paragraph "software" is mentioned => It is understood that this is software produced within this Contract for example programmed code or configurations delivered by the Supplier in the context of the contract for which the supplier is financially compensated according to the terms of the contract. As such, it does not apply to the COTS software or licensed commercial software itself which licensed to the Commission in the context of the

framework contract.

Is this correct?

Reply

Yes.

Question n° 139

Article 1.8.2 of Part I Special Conditions of the framework with regards to pre-existing rights:

Does this apply to COTS software or licensed commercial software itself which is licensed to the Commission in the context of the framework contract?

If yes, does this mean that all pre-existing rights including intellectual property rights of the licensed commercial software need to be transferred to the Commission as stated in article 1.8.2?

Reply

(a) Yes.

(b) Yes.

Question n° 140

In article III.2.3.3 (General Conditions pertaining to Information Technology Contracts) it is mentioned that the contractor declares to be the rightful owner of the Intellectual Property Rights to all Products delivered under this Framework contract and that it is entitled to licence those rights in accordance with the terms of this Framework Contract.

Is it correct that the term "Products" certainly includes licensed commercial software?

In relation to Article 1.8.2, are these Intellectual Property Rights related to licensed commercial software considered as pre-existing rights and as such, should be transferred to the Commission?

Reply

(a) Yes.

(b) Yes.

Question n° 141

In article III.2.7.1 (General Conditions pertaining to Information Technology Contracts) the following is mentioned:

From the date of signature of the Consignment note, or, if applicable, of the Certificate of Conformity, whichever is the latest, the Commission may make unrestricted use of the Products under nonu aí operating conditions. The Commission may use the Products for Services it is carrying out for other Institutions, Agencies or Bodies

It is understood that "unrestricted use" must be seen in the context of the number of Product licenses acquired.

Unrestricted use does not mean that the Commission can deploy the Product as much as wanted and thereby depassing the licenses acquired for that Product. Is this correct?

When using the Products for Services, what is exactly meant with Services? Can it be understood that the Product is used as a technology building block, licensed by Taxud, upon which application and integration services are built that are used by other Institutions, Agencies or Bodies? This is to make the distinction with other types of services like outsourcing, ASP models in which the Product would be available to other Institutions, Agencies or Bodies for their own use eg the Product is a report engine commercial software licensed to the Commission hut offered to other Bodies who can use the commercial reporting engine for their own purposes.

Reply

- (a) **Yes, it is correct.**
- (b) **As stipulated in the quoted provision, the Commission may use the Products for Services it is carrying out for other Institutions, Agencies or Bodies. If the Products are rented or leased, the right of use applies for the duration specified in the Specific Contract.**

Question n° 142

In article III.5.4.1 (General Conditions pertaining to Information Technology Contracts) the following is mentioned:

The Contractor hereby grants, and the Commission accepts, a non-exclusive license to use the Software, under the conditions set hereunder.

Can it be understood that the term "use the Software" can be read as "make authorized use of the Software"? Authorised use means that the use of the Software does not depass the authorised entitlements eg the Commission is licensed for 10 users but it is used for 15 users.

Reply

Please refer to reply to question n° 141 (a).

Question n° 143

Because several threads of activities foreseen for the development of CCN2, can we plan for overlapping time frames for the execution of the price elements “FP CCNx”?

Or, instead, should we consider that all activities performed under one of the fixed price units (FP CCNx) are completed before the next one is ordered? For example, all the specification activities (FP CCN 2) are to be approved before DG TAXUD orders any of the build and test activities (FP CCN 3).

Reply

The overlapping of the FP CCNx is allowed. It may even be considered that the specification of some of the modules is on-going in parallel with build and test of other modules.

Question n° 144

We understand from the ITSM2 Lot1 RFP that ITSM2 lot1 will provide the backup and restore functions for the CCN2 test and production environments.

Could you please confirm that our understanding is correct.

Reply

Functions of backup and restore are to be ensured by the CCN2 Platform design for both Access Point and Main Hub. Please, see the reply to the question n°123 and to the question n°126.

Question n° 145

Proof Of Concept

We have taken note of the reply to question number 99.

We hereby want to address again the difficulty to acknowledge your request to provide you with a "replay" of the POC within such a short noticed time frame from 10 working days. Indeed, our technology provider(s) will need, for the reasons listed below, some additional time to be able to run again in good conditions the POC tests we've validated for you.

1. Because the POC includes performance testing, the infrastructure provided by our partner is large and complex.
2. Our technology partner has lots of requests from customers from all over Europe in their Test Center. This makes it difficult, without a long enough notification period, to block the entire environment needed for the tests:
 - a. The environment, once reserved, has to be setup in order to match the new test phase prerequisites. The infrastructure build alone before any "restore" work can take 5 days.
 - b. We need to ensure for the restore we have experts available in all technology fields.
 - c. The environment, once installed, has to be restored and tested again before demonstration to TAXUD (5 days).

The global delay (10 days) is enough if we can ensure the infrastructure is available at the time TAXUD wants to perform the demonstration.

We would therefore request kindly to TAXUD to provide a better view on the planning.

Could it be considered by DG TAXUD:

- to request the re-run for a define month of CY2013, or
- to request the re-run on a fixed date

This would help us to establish a better planning of the human and hardware resources which is key for the second phase of the POC being a success.

Reply

DG TAXUD will communicate the planning as soon as possible and, at the latest, 10 days before the POC mission, as explained in the reply to question n° 99.

DG TAXUD may decide to reschedule the PoC mission depending on constraints.

Question n° 146

Regarding question 5.3.1 section 21: Duration and effort estimation of the activities that are required to execute the proposed CCN2 Platform deployments.

Could DG TAXUD please clarify if this question refers to one or both of the interpretations below:

1. The CCN2-DEV support activities to the deployment activities such as the ones specified under WP.8.3.4 (support the NAs and Commission, WP.8.4.1 (Support SAT and Running-activities), and WP.8.4.2 (Support to the conformance testing);
2. The ITSM2 activities, to be expressed in terms of CCN2-DEV profiles.

Reply

Only the second option is valid.

Question n° 147

Regarding question 5.3.1 section 22: Duration and effort estimation of the activities to execute the CCN2 Platform testing strategy.

Could DG TAXUD please clarify if this question refers to one or both of the interpretations below:

1. The CCN2-DEV support activities to the deployment activities such as the ones specified under WP.8.4.1 (Support SAT and Running-activities) and WP.8.4.2 (Support to the conformance testing);
2. The ITSM2 activities, to be expressed in terms of CCN2-DEV profiles.

Reply

Only the second option is valid.

Question n° 148

Concerning the continuous services CS 7 (IT Service management), our understanding is that this work package covers services that are both applicable to CCN1 and CCN2. We have the following questions:

- a) Will this work package be activated only after the completion of the take-over of CCN/CSI?
- b) If yes, where should we include the services required for CCN2, in the case that the work on CCN2 starts before the end of the take-over?

Reply

- (a) **The CS7 is activated when ordered by DG TAXUD. It will start at the latest when the takeover is completed. CS7 covers all CI, including CCN2 Platform.**
- (b) **See reply to question 148 (a).**

Question n° 149

Regarding the statement in Annex II.b in section WP.B.2 (“Set up, Install, Operate and Maintain the IT and Telecom Infrastructure” page 68: “*The Commission “covers the maintenance and support services for all ICT products that it decides to make available to the contractor.”*”, we understand that it applies to the taken over development infrastructure as described in WP.2 Page 35:

“the IT equipment (hardware and software) linked to the “development and integration” activities from the incumbent contractor. This equipment is the property of the Commission and is put at the disposal of the new contractor at no procurement cost.”

Could TAXUD please confirm that our understanding is correct?

Reply

Your understanding is not fully correct.

WP.B2 covers services required to deploy and operate the Development environment (see ANNEX.II.B section 4.11 table 7).

WP.B3 covers the maintenance cost of the COTS and HW that the Commission provide for the existing and to-be-taken-over CCN/CSI development environment.

Question n° 150

Article 2.1.4: The Contractor guarantees that Software delivered under this Framework contract, whether or not developed in execution of this Framework contract, will not fail to execute its programming instructions due to defects and workmanship when properly installed and used on the device designated by the Contractor. It shall be devoid of any deliberate mechanism which leaves it under the Contractor's control after supply to the Commission. It shall meet the operating requirements, specifications and characteristics specified in the Contractor's documents or laid down in the Framework contract.

Is this applicable to COTS software for which a guarantee period is standard and for which maintenance fees need to be paid to receive support?

In case this is applicable to COTS, Doesn't this simply mean that when the contractor delivers software under this Framework Contract, and there is a bug in the software, that the contractor is responsible for solving it either in guarantee period or after-guarantee period when the Commission pays the software maintenance.

If this is strictly interpreted, this clause could mean that the contractor is at all times responsible for fixing all bugs and that all these costs must be carried by the contractor, regardless whether or not the Commission pays software maintenance. This could lead to a situation where the software license is acquired but no software maintenance is paid and still the contractor is contractually obligated to fix bugs at his own costs.

Reply

- (a) **Yes, it is applicable. In this regard, please note that the COTS licenses and support of the COTS are acquired when needed during the project and should be included in your offer.**
- (b) **Yes, the contractor is responsible for delivering the bug-free software. If there is a bug in the software, the contractor is responsible for solving it. As for the duration of this guarantee, please see Article 2.3.7.**
- (c) **Yes, the contractor has full responsibility for correcting all bugs including those related to the COTS products, either by delivering a patch that integrates COTS products' bug fixes or by providing a workaround.**

Question n° 151

Annex 10a: Framework Contract

Article 2.3.4: The Contractor guarantees that none of the Products, Documentation or other protected material delivered, whether or not developed in execution of this Framework contract, infringes any third party's Intellectual property rights.

What does it mean, the contractor guarantees...?

What kind of guarantee is this?

Isn't this linked with article 2.3.6 where the contractor defends the Commission against third party litigation?

Is the fact that the contractor defends the Commission against third party litigation a sufficient guarantee as in the spirit of 2.3.4?

Reply

- (a) **"The contractor guarantees..." means that this clause imposes to the contractor a double obligation consisting, on one hand, of avoiding any infringement of any third party's intellectual property rights (IPR) and, on the other, of conducting litigation, arbitration or negotiations for settlement in case of existence or threat of any third party's action, in all cases under the conditions set out in articles 2.3.5, 2.3.6 and 2.3.7.**
- (b) **This guarantee is a safeguard (contractual) clause.**
- (c) **Yes.**
- (d) **No, it is not. The sufficient guarantee is the result of the whole obligations stipulated by the provisions contained in articles 2.3.5, 2.3.6 and 2.3.7.**