CT 2225/2012

29 April 2014

To all Prospective Bidders:

Corporate Financial Management Solution for the Government of Malta.

Clarification Number 8

Reference is made to the above-mentioned tender.

Enclosed herewith please find a set of clarifications, which are construed to form an integral part of the Tender Document.

All clarifications requested to date through info.contracts@gov.mt are being replied to in this clarification.

Question 1: Form 1.4.7 ask tenderers (including members within a consortium) to provide information on various financial aspects including basic capital, balance sheet and profit and loss extracts as well as key financial ratios. Tenderers are also required to provide audited financial statements.
As a member of a consortium, our firm will be submitting the requested information. However, we are not in a position to provide audited financial statements. This is because as a civil partnership, our local firm has no obligations at law to prepare audited accounts nor to make its accounts available to the public. As a result our firm does not prepare audited accounts, nor does it publish its accounts. However, in accordance with article 18 of the Accountancy Profession Act, we do publish a Transparency Report which includes key financial data relative to our partnership.
On this basis, could you confirm that the submission of a copy of our Transparency Report will satisfy the requirements set out in paragraph 1.4.7.4.

Reply 1:
Form 1.4.7 itself stipulates that it is to be completed by an independent certified public auditor. The auditor certifying form 1.4.7 shall be responsible for completing the financial information required which shall be based on the underlying audited and/or published financial statements - in the case of entities not legally obliged to present audited financial statements.

It is the responsibility of the certifying auditor to ensure that the financial information necessary for completing in form 1.4.7 is derived from the audited financial statements or in the case of entities not legally subject to audited accounts from their published financial statements. If the published financial statements are not complete in terms of information required to compile form 1.4.7, the certifying auditor is obliged to make reference to the additional information necessary upon signing form 1.4.7. Such additional information is to

be submitted with the tender along with the published financial statements duly signed by the independent auditor and directors.

Where entities are not subject to audit accounts or obliged to publish their financial statements, in addition to form 1.4.7 requirements, they are to present tax declarations and/or tax assessments by the Income Tax Authority and declaration by financial institutions and / or public notaries of their title and obligations on assets and liabilities for each year specified in the compilation of Form 1.4.7, or equivalent.

This procedure applies only in the case where the bidder or members of the consortium or partnership is not constituted by the Companies Act 1995 or its equivalent legislation in case of foreign entities.

Question 2:

Comment on Form 1.4.2 Experience as Contractor

The Tenderer is to submit information on at least two (2) successful implementations that have been implemented over time and remained operational over the last (5) years and of which one (1) must have been implemented in one of the European Union member states and exceeded the value of €2 million over its lifetime.   The Tenderer must convey the technologies used in the implementation of these Solutions.

a) By successful implementations we understand that the system should be in production use and should have be completed during the last 5 years. Can you please confirm our understanding?

Reply a:

The solution could have been completed even before the last five years, but should be still in operation.   In addition please refer to clarification Number 4, reply to question 10.

b) For the above mentioned implementations, do the Tenderers have to submit proofs (i.e. signed letter by end customers) or expect the Contracting Authority to contact directly the end customers?

Reply b:

Proof is not required to be submitted, however the Contracting Authority has the right to verify and contact directly the referenced customers.

c) Can the Economic Operator priming the bid rely upon the technical capabilities (resources, expertise, references) of its subcontractor and include them as Successful Implementations in the above mentioned table?

Reply c:

For guidance please refer to Clarification number 6, reply to question 3.

d) Can the proposed technology be different from the technology used in the above mentioned implementations?

Reply d:

Experience and implementation of a Solution should be closely related in technology, systems, size, and organization setup though not necessarily identical.   Since technology changes rapidly it is reasonable to accept new technologies in the Proposed Solution.

e) From Clarification 4, Question 10, we understand that the Public Sector experience and Public Sector successful implementations is NOT a mandatory requirement but rather gives Tenderer extra points. Can you please confirm our understanding?

Reply e:

Yes, the Public Sector experience is not mandatory, but up to a maximum of 200 marks may be allocated, as per Volume 3, Section 2, Part 2, Item 2.11. Reply to question 10 in Clarification 4 also refers.

Question 3:

The text above the table in section "Customisation" (p.17) clearly identifies that "the customization percentage, as submitted by the Tenderer in Volume 3 Section 2 Item 1.429, is evaluated by applying the following weighted average formulae". The formulae initially takes into consideration "System Max Marks" and "Tenderer's % Customized" to derive "Absolute Factor". Although requirement 1.429 requires tenderers to enter % Customised for "Financial Assets & Liabilities Management", "Public Debt Management & Loan Financing", "Grants Management" and "EU Co-Funding Cost Management" (i.e. four (4) percentages Customised), p. 16 and p. 149 include only one "Max Mark" for system "Financial Assets & Liabilities Management". Similarly requirement 1.429 requires tenderers to enter % Customised for "Cost Management" broken down to "Project Cost Management", "Contracts Cost Management" and "Transfer Pricing" (i.e. three (3) percentages Customised), p. 16 and p. 147 include only one "Max Mark" for system "Cost management". Please explain in these two groups of systems at which level the calculation of the "Absolute Factor" will occur.

Reply 3:

In the case where there is only one maximum mark for more than one system, the same working model will apply and the maximum marks will be allocated equally.

Question 4:

In regards to requirement for "Original user Systems manuals available" in p.101 par. 05.02 and p. 90 par. 2.3.12 all relevant documentation of the proposed software is available on a public web site, to ensure that it is always updated and to avoid unnecessary resource utilization. In this case, please clarify if it would be acceptable to provide the relevant links instead of downloading to CD/DVD.

Reply 4:

Volume 3, Section 1 – Mandatory Requirements, Item 5.02, states "As per Volume 2, Section 3, Item 2.3.12, the Tenderer is to enclose the following documentation in English and in electronic format", therefore since this is mandatory requirement it has to be met, otherwise the tender will be disqualified.

Question 5:

What exactly is needed on question 1.190 of stock control system with the requirements "department code as per treasury list" and "stock allocated" for the material registry?

Reply 5:

The term "Department code as per Treasury list" is referring to a standard code defined by Treasury for all Ministries and Departments. The list will be provided to the successful bidder.
"Stock allocated" is referring to stock that has been committed for current or future use.

Question 6:

On Requirement 1.206 of stock control system, what do "history transactions" refer to? Reports that show the goods movements, update of purchasing history due to goods movement or something else?

Reply 6:

All Transactions recorded in the system for current and previous financial years, including the above.

Question 7:
In Requirement 1.73 (p. 122) please explain the functionality of issuing documentation in any currency defined by the user. What kind of documentation is needed?

Reply 7:
This is referring to any reporting facility, including but not limited to, financial statements and other reporting requested by the user, showing both the local currency and the foreign currency, as applicable.

Question 8:
In Stock Control Requirement 1.210, what exactly is the functional requirement "determine demand and supply patterns". To what do "patterns" refer to?

Reply 8:
"Demand and Supply patterns" are standard functions requested of a stock control system. The system should be capable to provide analytical demand and supply information retained in the system, useful for analytical and decision making purposes.

Question 9:
In requirement 1.256 "Category list for the receipting facility" please be more specific in regards to what functionality we are we talking about (perhaps using an example).

Reply 9:
Like any other classification structures, the system shall provide a grouping/classification facility at data capture and transaction level.

Question 10:
In Requirement 1.266 "Capability to identify each adjusting transaction via a predefined code for:
• Cancelling a cheque.
• Adjusting amount Deposited to Bank or Direct Credit.
• Adjusting a payment made by means of a debit advice note (instructions to Central Bank of Malta).
• Adjusting electronic receipts or payments",
is not 100% clear if we are talking of the same thing, as depending the exact functionality required there are transactions dedicated to the topic. Cancellation of a cheque is one transaction; adjusting a payment made is another transaction. Or does the codification provided by the bank, in the bank statement, identify the operation type at the bank level? Please explain.

Reply 10:
These are types of cashbook reversal transactions that have to be clearly identified from other normal transactions, irrespective whether they are captured directly in the system by the user, or imported from another source, such as Bank data exports.

Question 11:
Duration of the contract. What is the duration of the entire contract: 9 years or 30months+9 years?

Reply 11:
The maximum duration of the entire contract is derived as follows:

a) Thirty (30) months for the implementation of the Core Systems (Phase 1 & 2)
b) One (1) year warrant period starting on completion of phase 1 of the Core Systems within the pilot sites and similarly the one (1) year warranty shall

commence upon the implementation of each remaining site identified in phase 2. (refer to definition in clarification AAD below)

c) Nine (9) years for Maintenance and Support services commencing from the expiry of the warranty period by system and site implementation.

However the duration may vary, subject to the following:

a) The implementation of the Potential Systems (Phase 3), which may commence any time before or after the full implementation of the Core Systems.

b) any mutually agreed extension between parties,

c) any other overriding provisions in the contract, which may impact the duration of the agreement.

In order to better reflect this response to clarification, the Draft Contract is being amended as follows:

Article 47.1 (Term) of the main Contract shall read:

"This Contract will begin on the Effective Date and, unless terminated at an earlier date

by operation of the Laws of Malta or in accordance with Article 48 (Termination Rights),

will terminate within the period of nine (9) years from the expiry of the Warranty Period and the commencement of the last Maintenance Service as set out in the

Implementation Plan attached as Schedule 2 (Solution and Service Requirements)."

Article 3.8 (Warranty) of the main Contract shall read:

"The Deliverables shall carry a warranty period (the "Warranty Period") during which the Contractor warrants that the Software: (a) is free from any defects or errors and that the end users will be able to operate the Software without problems or interruptions; (b) conforms to the requirements set out in Schedule 2 (Solution and Service Requirements) and for the purpose as agreed within the Contract; and (c) that the media on which the Software is provided shall be free of defects in material and workmanship. A one (1) year Warranty Period shall commence upon completion of phase 1 of the core systems within the pilot sites. A further one (1) year Warranty Period shall commence upon the implementation of each remaining sites identified in phase 2 as described in Schedule 2 (Solution and Service Requirements)".

Question 12:

As our understanding of the RFP, project implementation has 3 different phases. Each of those has 1 year warranty period. The application maintenance and support starts after the warranty period of each phase. Maintenance and support includes corrective support and user support. During Warranty Period the Contractor undertakes to repair and/or replace the Deliverables to ensure that it substantially functions (warranty doesn't include user support). Our question is how will the user support during the warranty period be handled, if the Maintenance and Support starts after that warranty period?

Reply 12:

The Maintenance Services that are included in Schedule 2 and Schedule 5, should be provided during the Warranty Period and if the Deliverable malfunctions, the maintenance services have to be provided at the expense of the Contractor.

In order to reflect this response to clarification Article 3.9 (Warranty) of the Draft Contract is being amended accordingly to read as follows:

"In case that a Deliverable malfunctions during the Warranty Period, the Contractor undertakes to repair and/or replay, at its sole expenses, the Deliverables to ensure that it substantially functions according to the

specifications set out in Schedule 2 (Solution and Service Requirements). The Contractor shall adhere to the obligations set out in Schedule 5 (Maintenance Services) during the Warranty Period."

Mandatory requirements under volume 3 section 1, item 19.04 refers.

Question 13:
The description of maintenance services doesn't include minor or major enhancements. Could you confirm that enhancements are out of the scope of this RFP?

Reply 13:
The customer intends to procure a Solution that fulfils the specifications set out in the tender document. Any substantial changes to these specifications will be managed through the change control procedure set out in Schedule 11.
The customer considers that "minor" enhancements should be considered as falling within the scope of the maintenance services, at no additional charge to the customer.
In order to reflect this response to clarification, the following new clause 1.5 entitled Minor Enhancements shall be inserted under Schedule 5 (Maintenance Services):
"The Customer may request the Contractor to provide minor enhancements to the Solution at no additional charge to the Customer. Such minor enhancements shall be defined as enhancements which shall not individually exceed an effort amounting to a total of fifty (50) hours by the Contractor. Requests for minor enhancements shall be governed by the procedure set out in Schedule 11 (Change Control Procedures). Requests for minor enhancements by the Customer shall in no event exceed the amount of eight hundred (800) hours per annum for the whole Solution, in addition to any unutilized hours brought forward from previous years."

Question 14:
Regarding the 24x7 service requirement: is it for Application maintenance, or for technology services (hardware/ software/ system monitoring)?

Reply 14:
Volume 4 Section 2 Schedule 5 - Maintenance Services, item 3 identifies the support service to be available as follows:
Coverage Hours
Normal Support: 8am to 5pm (Monday to Saturday)
Abnormal Support: 5pm to 8am (Monday to Saturday)
Sunday 24 hours
The mentioned support hours are for all issues related to the provision of the Solution. However, the response and restoration time will depend on the severity of the incident, which may vary accordingly, as described in Volume 4, Section 2, Schedule 5, item 2 – Incident Categorisation.

Question 15:
In the RFP, the service management tool is described as 'the service management System in use by MITA'. Is it a standard ticketing tool? If so, which one?

Reply 15:
The MITA standard "service management tool" referred to in Schedule 1 and used in Clause 6 of Schedule 5 refer to the OPEN PURSUIT MARVAL system. The service management tool is a call and incident logging system used for the management of MITA Customer Services to whole of Government.

Question 16:

Accounting for VAT: We read from point 1.191 on page 129 of the tender that unit prices for stock reordering are inclusive of VAT. We assume that stock valuation (on the balance sheet) will therefore also be VAT inclusive. How would this relate to point 1.62 on page 121 which states that VAT should be posted to specific VAT accounts? Does the logic of handling VAT on stock also apply to fixed assets?

Reply 16:

Since in most circumstances Government departments VAT is non recoverable, stock valuation may include VAT as a cost element. However, this functionality is to be user definable, since some services are subject to recovery of VAT as per Government financial regulations and legislation. Equally, this is to be reflected in the Nominal/General Ledger, accordingly.

Question 17:

How are both Datacenters connected? We need to know which kind of communication protocols are used to provide remote connectivity between datacenters (IP, FC, others), and which is the maximum bandwidth available and guaranteed for replication purposes. Our intention is to use synchronous replication, which usually requires an 8 Gbps link (two independent 4Gbps links, for cable redundancy).

Reply 17

The Bidders are to account for all the hardware necessary to implement and operate the Solution. The only services and components that MITA will provide are:

- Data Centre rack space inclusive of power and cooling
- Four (4) pairs of dark fibre single mode 9/125micron, LC connector type through two (2) separate routes of length 8km and 4km respectively between the two Data Centres

The Bids will be evaluated on the basis of a complete Solution, however, MITA reserves the right to use / procure components, as stated in Schedule 6 Hosting Environment of the ITT .

Question 18:

What kind of FC port is needed to connect the fiber channel (FC) switch E-ISLs ports to the channel extender (DWDM) device, Short wave (SW) or Long wave (LW) transceivers?

Reply 18: *Please refer to clarification reply 17 above.*

Question 19:

We assume that the channel extender (DWDM) devices for remote site connectivity should not be provided by IBM. Can you please confirm that the DWDM infrastructure will be provided by the Government of Malta or MITA?

Reply 19: *Please refer to clarification reply 17 above.*

Question 20:

In the RFP, the current landscape of the DAS and the list of systems which it is connected to is not clearly identified. Kindly find attached a document with the list of applications detailed in the RFI VOLUME 5 SECTION 5 – GOVERNMENT APPLICATION LIST.

Could you, please, review the list attached below, and fill in the following information:

MALTA
APPLICATIONS LIST.:

- Description: functional short description of the target of the application.
- Ministry owner: ministry or departments that uses the application
- Interfaces with DAS: list of interfaces with DAS and short description. It would be desirable that for each interface you could fill in the spread sheet interfaces.
- System: Identification of system that includes the application to based on the systems on the diagram: 2. Corporate Financial Management Information Flow, page 82 of the Tender document.

Reply 20:
The list of applications in Volume 5 Section 5 is provided for information only. The tenderer is not expected to develop any direct integration to these applications.

The Solution is only required to provide direct integration/interface with Corporate Data Sharing and Provisioning Services, Vendor Database, Automated Bank Reconciliation Database Management System and the Corporate Financial Data Repository, Core and Potential systems.

The applications in volume 5 are currently being reviewed by Government to bring them to accrual accounting compliance in line with the Corporate Financial Data Standard (CFDS). CFDS provides the data model and standard upon which the tenderer is required to construct the software intelligence to manage the Corporate Financial Repository (CFDR). Volume 5 section 7 refers.

Question 21:
We request a clarification with regards to Form 1.4.13 – Performance.

a. Does the "longest process" refer to a transactional process (e.g. submitting an incoming invoice after we have entered all required information) or a reporting process (e.g. producing a trial balance report)?

b. Also does it refer to a process which would run repeatedly on a daily basis or could it be a process which is run once daily or less infrequently (for example an end of year process)?

c. Furthermore would 500 "concurrent" users refer to 500 users all using this process at the same time (e.g. clicking on the button to submit an incoming invoice after we have entered all required information) or 500 users in the system running any other process or being logged in and potentially idle?

d. Finally how will the marks be assigned? Will they be based on a benchmark or will they be relative to other submissions?

Reply 21:
a. It is up to the tenderer to determine which is the longest process, irrespective whether a reporting process or transactional process. However, in the case of a reporting process, it should be for the production of the report and not for the output to printer.
b. It should be a process that is used frequently.
c. The 500 concurrent users need not be running the same process, but they should not be idle.
d. This is fully explained in Form 1.4.13 – Performance, below the tables of the CFP.

Question 22:
2.2.3 The Corporate Financial Management Solution Roadmap
Phase 1: Piloting of Core CFMS in pre-agreed number of sites and relevant business re-engineering. Please share a list of potential pilot sites.

Reply 22:

Government intends to pilot between six (6) to ten (10) sites, which together constitutes a mix of core functionality and a wider representation of Government at large. The core sites shall include Ministry of Finance which includes Treasury, Budget Office, IRD, Customs; Ministry of Education, Health and other potential sites. Government reserves the right to change any of these pilot sites as necessary.

Question 23:

Volume 3   Section 1- Mandatory Requirements E-Government Services:
E-procurement is divided by the European Committee for Standardization into, (Pre-Award) and (Post-Award). The pre-award consists of the tendering process and contracting stage which have been implemented by Government and is therefore not within scope of this tender.   The tenderer understands that the E-Government scope is limited to providing E-Billing and E-Payment functionality. The Bidder also understands that the client has already implemented the E-Tendering module. Please help validate the understanding and also share the technology and solution currently in usage for E-Tendering.

Reply 23:

The Government has an eProcurment system which addresses all pre-award phases. This system was procured through a tender and is provided as a Software as a Service (SaaS). This system can be enhanced through new investment to inter-connect to a system that addresses post-award phases. Volume 3, Section 1, Item 11.09 states "The technology must offer security functions and compliance to Government and MITA ICT policies as per www.itcpolicies.gov.mt, as well as being UBL 2.0+ compliant."

Question 24:

Please mention the location / address where the tenderers resources need to be based for the life of the contract.

Reply 24:

The Tenderer is responsible to provide it own facilities where to locate its resources assigned to the project. However, Government will be providing access to its own facilities during the implementation process.

Question 25:

Volume 3   Section 1- Mandatory Requirements
The Tenderer is to propose an internet based applications portal whereby Government suppliers could, through appropriate security identification such as e-id, provide the following (www.MITA.gov.mt):
a) for those with no electronic transmission facility to provide a posting / entry of their financial transactions through this e-gov service which directly integrates to the proposed solutions.
b) for those supplier with e-invoicing capability, to provide a secure two-way electronic channel via web service, from which suppliers could interchange their electronic transactions between their systems and the new Solution.
c) provide an online facility for suppliers to monitor the status of their electronic invoicing and e-payments
d) provide suppliers with other relevant vendor information
Is there any existing portal where the bidder can provide a link for the new (proposed) system for e-invoicing/e-payment or creation of Portal is also part of the requirement?

Reply 25:

The creation of a portal is part of the requirement for the solution with integration to egov services. For further details please go to:

https://www.mita.gov.mt/en/eGov/Pages/eGovernment.aspx

Question 26:
Volume 5 Section 6 - Sample Implementation Plan
What is the timeline for starting the project?

Reply 26:
Volume 5, Section 6 is a high level sample implementation plan for guidance purposes only. The time line is defined under Volume 2, Section 2, item 3- The Corporate Financial Management Solution Roadmap. Refer also to reply to question 11 above.

Question 27:
Volume 4   Schedule 5 - Maintenance Servies
Coverage Hours:
Normal Support: 8am to 5pm (Monday to Saturday)
Abnormal Support: 5pm to 8am (Monday to Saturday)
Sunday 24 hours
Are the Business Hours same as the Normal Support Hours (8am to 5pm (Monday to Saturday))?

Reply 27:
The business hours may vary, depending on the service being provided. However, the above are the normal hours requested to cover the requirements for Government at large.

Question 28:
Volume 3   Section 1- Mandatory Requirements
The Tenderer must provide for the potential integration through appropriate industry standard mechanism with e-government services including but not limited to:
• E-forms
• E-ID
• E-Procurement (Pre-Award)
• Mybilling
What are e-forms? Are these some kind of 'Online Application forms?' Please share details.

Reply 28:
The details may be viewed on:
https://www.mita.gov.mt/en/eGov/Pages/eGovernment.aspx

Question 29:
Volume 4   Section 2- Schedule 6- 3.1
The Contractor will be responsible to:
(a) Identify and define the necessary ICT Computing Resources that specifically address the requirements for the implementation of the Solution;
(b) Procure and install the ICT Computing Resources to be provided by the Contractors, as applicable;
(c) Liaise with the Customer to identify required software licenses and appropriate procurement mechanism;
(d) Install and configure the operating software and all its constituents, and the application software and all its constituents making up the Solution.
Please confirm that call the assets procured shall be owned by the customer.

Reply 29:
Please be guided by:
(A) Volume 4 Section 2, Item Equipment acquired by Customer from Contractor:
3.5 The Contractor shall be responsible for the successful delivery, implementation, testing and commissioning of the Deliverables as indicated in Schedule 2 (Solution and Service Requirements).

3.6 Title and risk of the Deliverables, excluding any software which forms part of the Deliverables, shall pass to the Customer from the date of signature by the Customer of the Milestone Achievement Certificate by the Customer.
AND
(B) Volume 4, Section 2, Schedule 6-Hosting Environment which states:
"3.3 Provision of ICT Computing Resources
The Customer may decide to provide all or some of the necessary ICT Computing Resources itself based on the specifications as defined by the Contractor. In such a case, the Customer will also be responsible for the provision of operation, administration and management, including maintenance and support, of the ICT Computing Resources."
By the time the final award of the tender is published, a final decision would have been taken on whether those assets offered by the successful tenderer in its proposal, are to be procured by itself or otherwise.

Question 30:
Volume 4   Section 2- Schedule 5- 1.4
The Contractor shall provide the Customer with one copy of each Software Update and/or Software Upgrade without additional charge, and once installed such Software Update and/or Software Upgrade shall be deemed part of the Software and shall then be maintained in accordance with this Contract at no additional cost.(Q1).
Q2. The Contractor may, as part of the preventative maintenance service set out above, offer to the Customer any Upgrades to the Hardware.   The tenderer understands that the customer expects one Software upgrade through the contract period at no extra cost (Q1). Please validate the understanding. Please also confirm that any updates to the Hardware shall be a paid upgrade with a cost to the customer (Q1&Q2).

Reply 30:
Q1. It is expected that any software upgrades or updates issued as part of the standard software package are provided to the Customer without any additional cost.
Volume 4 Section 2- Schedule 5- 1.4 states "The Contractor shall provide the Customer with one copy of each Software Update and/or Software Upgrade without additional charge,..." and NOT with one Software upgrade through the contract period.
Volume 3, Section 1-Manadatory Requirements, item 21.01 states "The Tenderer is to submit Form 1.4.9 [Interoperability Standards and Specifications] , Form 1.4.10 [Architecture Requirements] and Form 1.4.13 detailing specifications of hardware, software, databases and supporting tools required for optimal implementation and performance of the Solution",
Q2. Since the contractor will be responsible for the Maintenance and Support of the Solution in accordance to these performance specifications and requirements, if _preventive maintenance_ offered to the Customer is one which provides for the retention of the service levels and operational performance of the Solution than any hardware or software requirement necessary shall be borne by the contractor, irrespective of the nature of the hardware or software. These deliverables shall form part of the Maintenance and Support contractual obligations.
Any _preventive maintenance_ or other maintenance and support procedures which trigger the need for hardware or software requirements beyond the performance benchmarks, service levels, and technical and operational requirements specified in the tender shall be considered as chargeable to the Customer, if the latter accepts the recommendations and offers made by the contractor.

Question 31:
Volume 2   2.3.7 Number of End-Users
Volume 5, Section 1 lists out a breakdown by Ministries and departments of the number of active end-users that currently use the DAS and thus would be using the new Solution upon first implementation. There are 814 active users on Core Systems (Volume 5,

Section 1A) and a varying number of users by system on other Potential Systems (Volume 5, Section 1B). However, the Solution shall cater for a minimum of 2,000 Registered Users on implementation of the Core Systems and a minimum of 500 Registered Users on implementation of the Potential Systems. These numbers are only indicative and are to be used as a basis to calculate the cost of training and software modules in terms of licences.

The concurrent users supported today by the existing Systems reach an average of 500. It is envisaged that the usage of the proposed Solution shall not be less than 700 concurrent users.

The Tenderer is to consider a growth potential of up to 25% requirements in terms of users and transaction volume, over a period of 5 years from implementation.

1. As per the para, should the bidder consider 2000 named user licences for the Core System and 500 named user licences for the Potential System?

2. The section also mentions 700 concurrent licences. Please clarify if the licences shall be named or on a concurrent basis.

3. If the customer is looking for concurrent licences, shall the bidder consider 700 concurrent licences for the Core System?

4. What will be the licence count for the Potential System?

5. Should the bidder consider a growth of 25% over and above the 2000 and 500 named / 700 concurrent licences mentioned for a period of 5 years?

6. The support period shall be for 9 years. Is the customer also looking at buying any additional licences post the first 5 years of support?

Reply 31:
As for questions 1, 2, 3, 4, 5 please refer to Clarification 4, answers to questions 4, 6, and 7, as well as Clarification 6 answers to questions 21, 22, 26 and 28.
As for question 6: The Government may require additional licences, following the first 5 year of support. This shall be regulated by Volume 4, Section 2, Schedule 11 - Change Control Procedure.

Question 32:
Form 1.4.7   It is not clear whether sub-contractors participating in the tender are required to fill in section 3 of this form.

Reply 32:
Form 1.4.7 item 4 – Audited Financial Statements (second sentence), states "In the case of subcontractors being allocated in the provision of the Solution, whose share in the total contract value is equal to or more than 10%, these subcontractors need to also submit the said financial statements.". Reply to question 3 in Clarification 6 refers.

Question 33:
Volume 2   2.2.3 Pre Award Phase
Business model for Hands on Evaluation of the Solution   shall the contractor assume that the pre-award phase model is run on infrastructure provided by the government of Malta or by the contractor? If the environment is provided by the contractor, will the government also be assessing the performance metrics as defined in form 1.4.13 during this phase? We are asking because the hardware required for the ITT would not have been purchased and installed during this phase.

Reply 33:
The Tenderer is to be in a position to provide the minimum hardware requirements during the business model hands on evaluation stage. However, the performance matrix in Form 1.4.13 shall be assessed in part during the hands on evaluation stage and in full during the piloting and User Acceptance Testing stage (phase 1). The latter may also be subject to contractual penalties or termination of contract Volume 2, Section 2, Item 2.2.3 – The Corporate Financial Management Solution Roadmap, refers.

Question 34:
Volume 2   2.3.2 Maintenance and Support
To ensure business continuity, post implementation of the CFMS, and after the elapse of the warranty period and other contractual conditions, Government is prepared to enter into a minimum of nine years maintenance and support agreement providing the service and service levels outlined in this tender document and further described in Volume 4, Section 2, Schedule 5, with the option to extend after the elapse of such period upon the Government's discretion. Government holds the right to use any related licenses after the elapse of the warranty and the maintenance and support period.   In order for the contractor to be able to cost support over a nine year period, would it be able for government to provide us with the current 1st line helpdesk calls received by the government on the existing system, and how much of these are referred back to the supplier of this system?

Reply 34: Since several new applications are being implemented for the first time, it is not possible to provide the requested information.

Question 35:
Volume 4   Schedule 5
Service-Time will be the time that the Solution should be available and excludes any scheduled downtime and any downtime due to unavailability of the System platform supported by the Customer. Service-Unscheduled-Downtime is the time the Licensed Software is not available as a result of a Priority 1 Incident due to application related problems.   Can you clarify what is the system platform that is being referred to? Is it just the services required to operate such as power and network?

Reply 35:
System platform supported by the Customer, refers to all those services external to the solution, but are required for the solution to operate effectively, such as power supply and networks.

Question 36:
Volume 5   Schedule 5
In this respect a scheduled downtime window of 1 hour every 2 months, between 04:30 and 05:30, is being allowed. The day needs to be agreed upon with the Customer.   Can other scheduled downtime be agreed via change control procedure since it will be difficult to fit in any software patches, any customer requested changes which do require downtime to be implemented, any preventive maintenance, etc, in this timeframe?

Reply 36:
Scheduled downtime may be agreed upon, depending on the nature and urgency of the preventive maintenance, etc as required. However, it has to have the least possible effect on business continuity.

Question 37:
Volume 5   Schedule 7   256   Ensure that clocks are synchronized with an accurate time-source.   Will the contractor be utilising an NTP server provided by the tenderer in order to achieve this requirement?

Reply 37:
The bidder should provide a total Solution with all relevant ICT components.
Clock synchronisation shall be provided in the following order of precedence as highlighted within the GMICT policy – P 0104:2013
(https:www.mita.gov.mt/en/GMICT/GMICT%20Policies/GMICT_P_0104_Servers_v1.0.pdf):

i **Through the locally competent authority for such service;**
ii **Through a European Union (EU) competent authority for such service;**

iii Through any open access time source as listed on the NIST internet Time Services;

However, MITA reserves the right to make use of any infrastructure or service it has already invested in, it makes sense to do so, from both a business and technical perspective

Question 38: Can you kindly explain further what is the requirement for 1.256 on page 135 of the tender document that states "Category list for the receipting facility"? What functionality is exactly needed?

Reply 38:
Please refer to clarification reply 9 above.

Question 39:
- Pages 135 and 136 of the tender document refers to reporting structures using ESA, GFS and COFOG. In addition page 108 also mentions codification standards ESNRA, SNA, MFS and BPM. Can you provide us with details of these codification standards? In fact in the tender document you mention that a list of codes and their description is available - can you provide them to us?

Reply 39:
Please be guided through the following links:-
ESNRA:
(http://epp.eurostat.ec.europa.eu/portal/page/portal/esa_2010/introduction)
SNA:
(http://unstats.un.org/unsd/nationalaccount/)
MFS:
(http://www.imf.org/external/spring/2005/imfc/list.htm)
BPM:
(http://www.imf.org/external/np/sta/bopcode/)

Question 40:
Kindly explain in more detail what is required by the functionality of 1.243 on page 134 of the tender - 'Is the facility accessible both at consolidation and department level?'

Reply 40
Volume 3, Section 2, Item 1.243 is part of the Financial Management:- Cash Management System - Payment routine, which has to be available at Departmental level as well at consolidated (Government as a whole) level.

Question 41:
In **Volume 3 – Section 2 Response Section** it is stated in " *Ref 2.32 The Tenderer is to provide end point security software that has similar features as those found in the end point security software product, namely Symantec, used within Government. The Tenderer is to provide the following details:*

    (a) Name of Product
    (b) the features of the software;
    (c) the procedure for handling zero-day attacks;
    (d) the frequency of the updates for the end point security software and the procedure for installing such updates;
    (e) the configuration of the end point security software."

Is the "end point security" requirement referring only to the proposed server infrastructure the bidder will provide, or is it also referring to the end users desktops and laptops. In the second case, we kindly ask the Government to identify the number of desktops and laptops that end point security software will be installed.

Reply 41:

The end point security requirement scope is the server infrastructure, including any virtualized environments (host/s and guest/s) that the supplier CFMS solution shall require.

Government of Malta desktops/laptops accessing the CFMS solution already have an end point solution in place managed by MITA.

All other tender documents, conditions and requirements, which are not superseded by this Clarification, remain in place.

Lorraine Mangion Duca
f/Director General (Contracts)