Open call for tenders 02/2018/OP/EITPROC

Provision of IT related services

Annex 2 Service Level Requirements

Table of Contents

1. Introduction 5

2. Lot 1 IT Services & Security 6

2.1. Set up of the monitoring of the infrastructure 6

2.2. Description of the services 6

2.2.1. Service Strategy 6

2.2.2. Service Design 6

Service Level Management 6

Capacity Management 6

Availability Management 6

IT Service Continuity Management 7

Information Security Management 7

Supplier Management 7

2.2.3. Service Transition 7

Change Management 7

Change Evaluation 7

Application Development 7

Release and Deployment Management 7

Service Validation and Testing 7

Service Asset and Configuration Management 8

Knowledge Management 8

2.2.4. Service Operations 8

IT Event Management 8

Incident Management 8

Request Fulfilment 8

Access Management 8

Problem Management 8

IT Operations Control 8

Facilities Management 8

Application Management 8

Technical Management 9

2.3. Service Desk 9

2.3.1. Classification of the Service Requests 9

2.4. Scope of the Technical Support 9

2.4.1. Applications 9

2.4.2. Desktop 10

2.4.3. Physical Server, virtualization and storage Infrastructure 10

2.4.4. Microsoft Infrastructure in the Virtualized VmWare-Citrix environment 10

2.4.5. Non Microsoft Infrastructure 10

2.4.6. Printing 11

2.4.7. Backup 11

2.4.8. Network 11

2.4.9. Phone and Video Conference 11

2.5. Presence of a 1st level support specialist 11

2.6. 2nd level support specialist 11

2.7. Documentation 12

3. LOT 2 SOFTWARE DEVELOPMENT 13

3.1. Intellectual Property of the ordered custom software 13

3.2. Required Software Documentation 13

3.3. Quality Criteria 13

3.3.1. Verification Process 14

3.3.2. Generic acceptance criteria 14

3.4. Software Component delivery 15

3.4.1. Component Roadmap and Release Plan 15

3.5. Issue management 16

3.5.1. Issue management infrastructure 16

3.5.2. Issue Resolution 16

3.6. Vulnerability management 16

3.6.1. Vulnerability Resolution 16

3.7. Service Support 17

3.8. Application takeover 17

4. General provision 18

4.1. Time and means orders 18

4.2. Fixed price orders (FP) 19

4.3. Quoted time and means orders (QTM) 20

4.4. Extensions 21

4.4.1. Time & means 21

4.4.2. Fixed price 21

4.4.3. Quoted time & means 22

5. delivery for all types of orders 23

5.1. Languages 23

5.2. Place of work 23

5.3. Travels outside normal locations of deliveries 23

5.4. Normal working hours 23

5.5. Work outside of Normal Working Hours 24

5.6. 24-hours service 24

5.7. Acceptance of work 25

5.8. Training 25

5.9. Security clearance 25

5.10. Declaration of confidentiality 25

5.11. Conflict of interest 27

6. cascading mechanism 28

7. Reopening of competition 28

8. Interfaces, roles and responsibilities 29

8.1. On the contractor’s side 29

8.2. On the AGENCY’s side 29

9. workflows for ordering and delivery process 30

9.1. Roadmap for Time & Means projects 30

9.2. Roadmap for Fixed Price projects 36

9.3. Roadmap for Quoted Time & Means projects 42

10. Liquidated damages 48

11. Reporting 48

12. Service Meetings 48

13. Risk and problem management 48

14. service level agreement 49

14.1. Global service management quality indicator 49

14.1.1. Global service management quality indicator 49

14.1.2. Service performance levels for Contract Management Process (CMP process)-ALL LOTS 50

14.1.3. Service performance levels for Delivery Process (DP process) – ALL LOTS 52

14.2. IT Service Desk (SD process) 54

15. attachments 55

Attachment 1 - Request Form and extension forms for tm, fp and qtm assignments 56

Attachment 2 - offer Acceptance / Refusal Form illustrative templates 62

Attachment 3 - monthly report forms 63

Attachment 4 - declaration of confidentiality 65

Attachment 5 - code of conduct for contractors 66

Attachment 6 - letter of intent from freelancer as subcontractor 70

Attachment 7 - IPR declarations 72

# Introduction

This document sets out the Service Level Requirements (SLR), whose acceptance by the tenderers is mandatory. It details the minimum services to be provided, the associated procedures and service level, the service reports as well as the applicable liquidated damages in case of non-fulfilment.

The document also sets out the Service Level Agreement (SLA) for the future contracts resulting from the different lots of the present call for tenders.

# Lot 1 IT Services & Security

In Lot 1 the AGENCY is requesting the Service Provider to provide the Service Support.

The Service of Server Infrastructure shall be guarantee as standard service.

In this chapter is explained what is covered by the “Service Support” fee quoted in attachment 5.1 of ANNEX 3– “Standard Submission Form”.

With the “Service support” fee the AGENCY will be receiving support from 8am to 8 pm during the normal working days.

The “Service support” fee includes also a 1st level support during working hours and a permanent presence of a 1st level specialist on site at the AGENCY premise.

It includes also the availability of the profiles in the context of the tender for 2nd level support during the standard working hours. The 2nd level support will be provided with the modalities of Fixed Price or Times and Means at the price quoted in attachment 5.1 of ANNEX 3– “Standard Submission Form”.

Extension of the standard service for 24h support can be requested as defined in point 5.6.

## Set up of the monitoring of the infrastructure

The Service Provider will make an assessment of the infrastructure of the AGENCY and will set up all necessary systems to provide continuous monitoring of the services provided by the IT infrastructure including a possible upgrade of the current ticketing system to manage the Service requests.

## Description of the services

### Service Strategy

Service Strategy is out of scope of the services that the AGENCY requires to the contractor. However, the AGENCY may request consultancy to understand any particular implications of the strategic decisions.

### Service Design

Service design coordination and service catalogue management are mainly under the responsibility of the AGENCY IT department. The expected contribution of the provider is to provide adequate reporting in the following processes:

#### Service Level Management

The Contractor and the AGENCY will identify conjointly service requirements (if not already included in the SLA), and the Contractor will monitor achieved service levels and compare them with agreed service level targets. The EIT will review the provided services against delivery. This report is due in the biweekly on-site service meetings.

#### Capacity Management

Capacity management is a service that has to be performed conjointly with the 1st level support that, in particular, have the responsibility of the monitoring of the capacity. The contractor will plan and implement service capacity management activities and report to the AGENCY the level of service.

#### Availability Management

Availability management is a service that has to be performed conjointly with the 1st level support that, in particular, arranges for and monitors the availability of the IT services. The Contractor will plan and implement service design for activities ensuring availability, mainly by means of testing and reporting to the AGENCY.

#### IT Service Continuity Management

The Contractor shall support the AGENCY in designing services for IT business continuity. The Contractor will plan and implement training, testing and reporting to the AGENCY.

In particular, the Contractor will plan regular backups that will be carried out by 1st level support and organize and execute restore exercises.

#### Information Security Management

Information Security Management is a service that has to be regularly performed in order to prevent security breaches (being it external (e.g. Denial of Service attacks, intrusion detection, virus and malware detection and protection etc. ) or internal (e.g. access control mechanisms, data integrity measures, system resilience insurance etc). The contractor will plan and implement security testing and design of security control and report to the AGENCY. The Agency LISO (Local Security Information Officer) will evaluate the reports.

#### Supplier Management

Supplier Management is in the full responsibility of the Agency. However, on request the Contractor supports the Agency to identify and evaluate market alternatives and provides proposals which at the end will be decided by the Agency.

### Service Transition

#### Change Management

The Contractor will perform any change management by guaranteeing the maximum availability of the services. The AGENCY will assess the changes proposed and decides on any proposed implementation. The Contractor will provide support to define a proper AGENCY change management procedure including logging procedures and documentation of changes effected.

#### Change Evaluation

Change evaluation is AGENCY’s responsibility. The change evaluation shall be part of the change management procedure that the Contractor has to develop.

#### Application Development

Within this contract, the AGENCY will request the Contractor to implement minor changes (up to 5 person/days each) mainly with a view to improve the functionalities of existing systems or applications (e.g. SharePoint intranet). The AGENCY will run application development projects that are not included in a specific contract. The Contractor should provide logistical and IT support for those projects, too. This include the maintenance of development and staging systems to test and validate the solutions and the management of the rollout of the solution to the relevant users.

#### Release and Deployment Management

The Contractor will provide support to the AGENCY to implement the release and deployment of changes in the AGENCY test and production environment. For specific projects, a release/update/patch can be carried out by third parties with the oversight of the Contractor and the AGENCY IT.

#### Service Validation and Testing

Service validation is the responsibility of the AGENCY. The contractor shall test any planned release/update/patch in order to guarantee continuous service operability.

#### Service Asset and Configuration Management

Asset Management is the responsibility of the AGENCY. The Contractor will support the AGENCY in developing a configuration management process and procedure.

#### Knowledge Management

The Contractor will actively contribute to the development of an IT Knowledge Base of the AGENCY IT infrastructure. The Contractor will provide documentation for any action implemented and will help to update and develop a knowledge base that will support the service operations. The Contractor will coordinate the 1st level support in order to update the knowledge base also based on everyday practices and the recurrent requests received by the Service Desk.

### Service Operations

#### IT Event Management

The Contractor will set up a proper system to monitor the overall IT infrastructure. The system will be able to detect service downtime, security, performance and capacity issues and will be capable to trigger appropriate signalling to the AGENCY IT.

#### Incident Management

Incident management is mainly the responsibility of the first level support. However, whenever necessary, the Contractor will provide second level support in order to restore the service.

#### Request Fulfilment

Request fulfilment is a responsibility of the 1st level support. A ‘ticketing system’ is already in place which allows the Contractor for proper handling and recording.

#### Access Management

The access management is in the responsibility of the AGENCY. Access management support shall be provided to AGENCY by the 1st level support services. The Contractor shall also provide further second level support by identifying and proposing the most efficient IT tools and procedures to effectively manage user access including precise standard operation procedures.

#### Problem Management

The Contractor must provide problem management to any open issue in question. In doing that it will collaborate with the AGENCY and other providers.

#### IT Operations Control

IT operations control is the responsibility of the 1st level support by proactively monitoring the infrastructure in order to anticipate incidents, mitigate service disruptions and ensure continuity of a high service level. The Contractor will in any case provide guidance in setting up a proper IT operations control process that fits the needs of the AGENCY particularly by advising and proposing backup and disaster recovery solutions.

#### Facilities Management

Facilities Management is the responsibility of the AGENCY.

#### Application Management

Application management is a shared responsibility of the AGENCY and the Contractor for what concerns the systems software and general applications. Specific and custom applications are the responsibility of the AGENCY and other suppliers.

The Contractor will provide guidance in the lifecycle control of the system software and general applications (including MS Exchange, SharePoint, Lync and MS Office).

#### Technical Management

The contractor is fully responsible for developing the skills of the AGENCY staff by transferring the knowhow of the IT infrastructure operations and services into a knowledge base and providing adequate training to the staff upon specific requests.

## Service Desk

To guarantee Support to the users and to manage the requests the Service Provider will be providing a “Service Desk” that will act as single point of contact for all the requests.

The service desk service is a service also requested in Lot 2 for the user support of developed software applications and currently is provided for the EIT Grant Management Platform.

The Service Desk shall receive requests usually by the phone for service during all extended service hours (8am to 8pm).

The requests shall be recorded immediately to an appropriate ticketing system available in “single sign on” with the Windows Domain for all the users on call.

The request could be also received directly from the ticketing system, in this case the contractor will dispatch to the appropriate 1st level specialist within half hour.

The Service provider shall open a service request anytime the monitoring systems acknowledge an anomaly.

The Service provider will also include on-site supervision and support of a 1st level support specialist for the management of the clients’ infrastructure, the servers and management of IT tickets. When not covered by the person on site the service will be provided remotely.

### Classification of the Service Requests

The Service Desk when receives a new call shall identify if it is

* A request of information
* An Incident
* A Change request

## **Scope of the Technical Support**

In general the 1st level Support (L1) manage current service operations and user administration activities and provide a technical analysis of the user problem in order to identify the best 2nd level support (L2) technician for the resolution. Escalation to 3rd level (L3) means that the issue cannot be solved by other than the Vendor of the product that presented the issue. In case of escalation to 3rd level the Service Provider have to set up a countermeasure or a workaround in order to permit business continuity.

The technical support will be guarantee on the following areas:

### Applications

The Service Provider will support the normal operations of the applications and services the AGENCY is using.

L1 Support will troubleshoot access right problems and configuration issues and will support the users to resolve usability issues and in the implementation of workarounds.

L2 Support will solve bug on the applications and implement urgent change requests. The second level support will be performed by the supplier of the application in case the maintenance of the application is not in the scope of this tender. The Service Provider will be responsible for the maintenance of the custom applications on SharePoint, the AGENCY will provide technical documentation and Source code for all the custom applications developed and where necessary handover by the company that have developed.

### Desktop

The Service Provider shall support the users in the usage of the personal computer, laptop, tablet pc or phones.

L1 Support Includes daily support to users to operate in the environment, installation and update of applications, management of hardware repairs and replacement of the machines.

L2 Support Includes management of central deployment procedures, install, test and deployment of new applications, consultation and training.

### Physical Server, virtualization and storage Infrastructure

The Service Provider is responsible to keep the services and server operative and be proactive in planning its implementation.

L1 Support includes Monitoring of the status of the infrastructure including checking of system logs, hardware errors and alerts, checking memory and disk space occupation, reallocation of system resources in the virtual infrastructure.

L2 Support includes scheduled maintenance, firmware and software updates, capacity planning, infrastructure and performance optimization set up of new servers and migration, consultation and training.

### Microsoft Infrastructure in the Virtualized VmWare-Citrix environment

The Service Provider must maintain the Microsoft Infrastructure deployed in a virtualized Citrix environment. Currently in the scope are Active Directory services, Ms Windows Servers, Microsoft SQL Server, file and print servers, Exchange server, MS SharePoint servers.

L1 Support includes the maintenance of the Active Directory, management and troubleshooting of accounts issues, not impacting configuration changes, regular software update and security patching.

L2 support includes Optimization of the infrastructure, resolution of main incidents related to the middleware infrastructure, planning and implementing new services, upgrade, migration and major patching of the systems, consultation and training.

### Non Microsoft Infrastructure

The AGENCY have tried to consolidate its Infrastructure using Microsoft Product. However the Service Provider shall be able to provide support to the implementation of application or to support third parties applications for the following technologies:

Unix/Linux Systems

Apple Operating Systems

Java / J2EEE Application Servers and Applications

PHP and PHP portals

Oracle DBMS

Other Open Source technologies (openldap, ruby on rails)

L1 Support includes the maintenance of the management and troubleshooting of accounts issues, not impacting configuration changes, regular software update and security patching.

L2 support includes Optimization of the infrastructure, resolution of main incidents related to the middleware infrastructure, planning and implementing new services, upgrade, migration and major patching of the systems, consultation and training.

### Printing

The maintenance of the printers is not in the scope of this contract however the Service Provider will support the integration of the hardware in the current infrastructure.

L1 support includes investigation and resolution of printing problems, monitoring of the devices connected to the network replacement of consumables and service consumables.

L2 support is performed by third parties (other contractor).

### Backup

The Service Provider will manage the backup of the infrastructure according to an agreed backup plan.

L1 support includes check of scheduled backups jobs, on demand backups, on demand restore of data, scheduled (according to the backup plan) restore test, handling of backup tapes.

L2 support will include maintenance of the Backup library, firmware update, and revision of the Backup plan, consultation and training.

### Network

The Service Provider will be managing the network infrastructure including network appliances (routers, switches, access points, modems,…) and Structured Cabling.

L1 support includes Checking of logs and alerts troubleshooting of client and users configuration issues.

L2 support includes scheduled maintenance, optimization of the configuration and performance, in deep analysis of the logs and resolution of security threats and issues, consultation and training.

### Phone and Video Conference

The Service Provider will support the implementation of communication systems including VOIP, PBX and Videoconferencing.

L1 Support includes the monitor of the telephone appliances, configuration of users, groups and physical terminals support the users in the usage of the videoconference appliances and applications.

L2 Support includes configuration of the VOIP PBX and advanced routing, patching and update of the firmware of the appliances, implementation of new applications or services, consultation and training.

## **Presence of a 1st level support specialist**

The Service Provider will make sure that there will be always a 1st level support specialist available on site during the normal working hours.

## **2nd level support specialist**

For the 2nd level support specialists, a specific contract will be signed on a yearly basis with the estimated maximum number of person days necessary. Nevertheless just the number of days effectively provided will be invoiced.

## **Documentation**

The Contractor shall ensure that all procedures are fully documented and tested. In case the activity results in a tangible product or a service, the Contractor must also provide technical reporting: a proper product or services documentation (including fully detailed description), a user manual, an administration manual, recovery instructions.

The Contractor is also expected to provide the required documentation in order to manage and maintain the IT infrastructure and the processes.

Here below is provided a non exhaustive list of documents to be provided and agreed in each Specific Contract:

* A user documentation/manual including Standard Operating Procedures (according to the AGENCY format);
* User Operating Manual;
* Technical Reference Manual;
* Troubleshooting Manual;
* Technical Architecture;
* Technical Design Document;
* ITIL documentation for IT processes;
* Test Plan including it’s expected impact and results;
* A draft work plan and a detailed description of the associated working methodology as part of the offer for a specific contract;
* finalized work plan and working methodology following the kick-off meeting and regular progress reporting. The reporting interval depends on the specific task length and characteristics of the project;
* The Source Code of any script or software developed;
* Progress and closing reports.

The full set of documentation shall follow the AGENCY’s service interoperability and development standards. The content and layout requirements of the report shall follow the AGENCY corporate identity guidelines by using pre-defined templates, font types, and structure.

The delivered documents shall be reviewed and approved by the AGENCY and must be reviewed in case of any change.

# LOT 2 SOFTWARE DEVELOPMENT

## Intellectual Property of the ordered custom software

The Parties acknowledge and agree that the AGENCY will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Contractor agrees not to claim any such ownership in the Software’s intellectual property at any time prior to or after the completion and delivery of the Software to the Client. (Attachment 7 IPR declarations)

The source code remains exclusive property of the AGENCY, and neither the contractor nor any other third party will be allowed to use it, unless duly authorised by the AGENCY.

## Required Software Documentation

The software development process shall deliver all the software artefacts needed to manage and maintain the software. The Contractor shall deliver all documents pertaining to the development of each unit or module, including the requirements, software, test cases, test results, approvals, and any other items that will help to explain the functionality of the software.

Here below are reported the major documents to be delivered with the source code:

* *Description of the unit’s functionality in narrative format*
* *Description of development methodologies used*
* *Functional Requirements and Software Requirement Specification*
* *Test Plan and reports*
* *Completed traceability matrix displaying the unit’s test cases satisfying the functional requirements in the test plan*
* *Source code listing*
* *Controlled libraries/directories/tables*
* *All data necessary to conduct unit, integration and system testing*
* *Unit, integration and system test results and analysis*
* *System Technical Lead sign off for design walk-through. approval of code, and completion of each unit*
* *Target code*
* *Release notes*
* *Technical and user documentation*
* *Technical design document*

The above list is not exhaustive and more ad-hoc documents or a subset can be agreed with the Contractor depending on the specific software development.

## Quality Criteria

***The software validation will verify that all the software delivered by the Contractor meets a set of Quality Criteria. The Quality Criteria can be classified into generic criteria, i.e. criteria which shall be satisfied by a software module in order to be accepted.***

### Verification Process

In order to be verified, the quality criteria are specified as a set of tests. Those tests must ensure the correctness, completeness and security of each service. Software providers must include with each component a complete documentation that covers all the quality criteria. This documentation must include:

* Functional description of the component.
* Release notes.
* User and Administrator documentation.
* Service reference card.

In the case of minor releases, the provided documentation must cover bugs fixed in the release.

### Generic acceptance criteria

*Documentation*

The delivered software artefacts must include a comprehensive documentation written in a uniform and clear style, which reflects all of the items referred to chapter 3.2.

The acceptance shall verify the existence of the documentation with all the required items.

*Source Code Quality and Availability*

The source code of each delivered component should follow a coherent and clear programming style that helps in the readability of the code and eases maintenance, testing, debugging, fixing, modification and portability of the software. Open source components must publicly offer their source code and the license with the binaries.

*Test plans*

The Provider agrees to formally provide or make available to the AGENCY the complete test plans and results of continuous testing and integration of each maintained software component.

The test plan for a given release of one particular component must include:

* All tests available, or at least an executive overview of all tests available
* The complete, detailed list of all tests executed for the given release of the component in question
* The complete, detailed result of each executed test
* References to descriptions of, and any required 3rd party software packages necessary to execute the supplied test plans.

The test plans as described above must be made available to the AGENCY prior to the planned release date for review:

* Major release: At least 20 working days
* Minor release: At least 15 working days
* Revision release: At least 10 working days
* Emergency release: N/A

*Management, Monitoring and Traceability*

All the services must include tools related to:

* Starting, stopping, suspending, listing and querying the status of all the service daemons.
* Checking the responsiveness of all the service components or daemons
* Checking the correctness of the service components behaviour (expected actions after a request are taken)
* Tracing all the user actions in the system (e.g. by generating logs)

Ideally, these tools should be also available remotely, allowing operators to react timely to problems in the infrastructure. A uniform interface for remote management and monitoring should be followed by all the services.

The test suite executed for the verification must include tests cases for:

* start, stop, suspend, and query status of service
* check responsiveness of service (expected ports open and expected answer to commands received)
* check correctness of service behaviour (expected actions after a request are taken)
* track of user actions in the system (generation of logs and accounting information)

*Configuration*

Tools for the automatic or semi-automatic configuration of the services must be provided with the software. These tools should allow the unassisted configuration of the services for the most common use cases while being customizable for advanced user. Complete manual configuration must be always allowed.

## Software Component delivery

### Component Roadmap and Release Plan

The Contractor will publish a roadmap for each software component to be released to the AGENCY. The roadmap may be consolidated into one document with the roadmaps for other components if the Provider releases more than one component to the AGENCY. The roadmap must contain:

* All planned major component releases
* All planned minor component releases
* Planned new features in the component
* Any incompatibilities between releases

Incompatibilities in this context describe any change in functionality, interfaces, standards, data formats, etc. introduced in a new release, which break backwards compatibility with a previously released version of the same component, or with an existing and released version of a different component in the EGI production infrastructure.

The Provider will make available a release plan for each component published in the Provider’s software repository. The Provider may consolidate release plans of more than one component into a consolidated series of one or more documents, for a better overview. The release plan must provide the planned release dates for all maintained software components for at least one year into the future and must include the release dates for

* All major releases
* All minor releases

The Technology Provider agrees to inform the AGENCY whenever the release plan is changed.

## Issue management

The Contractor shall appoint personnel for technical issues concerning the maintained software components. Those technical contacts must be fully authorised to act as the Contractor’s representative in collaboration with the AGENCY regarding the triaging, assessment and resolution of any technical issues concerning the software components developed and maintained by the Provider.

### Issue management infrastructure

This process shall be supported by an issue tracking tool to be agreed between the AGENCY and the Contractor. This tool shall include also monitoring and reporting features.

### Issue Resolution

The Contractor constructively works in close collaboration with the AGENCY on jointly investigating issues raised against software components maintained by the Provider. The investigation includes the categorization of the issue or incident, the problem and any known impacts.

The Contractor agrees to prioritise the effort to resolve and fix reported issues according to their priority set by the AGENCY, in the following order, while respecting the constraint of the agreed deliveries:

1. Top priority
2. Very urgent
3. Urgent
4. Less Urgent

## Vulnerability management

The Contractor shall appoint personnel for vulnerability issues concerning the maintained software components. Those security contacts must be fully authorised to act as the Contractor’s representative in collaboration with the AGENCY regarding the identification, assessment and resolution of any vulnerability issues concerning the software components developed and maintained by the Contractor.

Any appointed security contact for any delivered software component must respond to any request by the AGENCY. The response must be as soon as possible, or at least within 2 working days.

### Vulnerability Resolution

The Contractor agrees that any software vulnerability in their delivered software found outside of this process must be reported to the AGENCY. If the vulnerability is reported before a fix is available, the vulnerability must be treated and resolved as if found on the AGENCY production infrastructure. If the vulnerability is reported after a fix is available, the Provider coordinates with the AGENCY to make available the new release including an appropriate advisory for SW release on the AGENCY production infrastructure.

The Contractor agrees to prioritise vulnerability resolution according to their risk assessment, in the following order:

1. Critical
2. High
3. Moderate
4. Low

## Service Support

Integral part of supporting a delivered software application, the Contractor must provide also user support by providing an helpdesk service. This service shall support both internal and external AGENCY users.

Helpdesk service support requirements are described in paragraph 2.3 Service Desk.

Typical tasks are:

Technical consultancy & support, High-level support including complex problem-solving, internal advice to AGENCY, advice to local IT teams, support to developers, contacts with suppliers.

Operational services support, including systems monitoring, coordination of emergency response, reporting on usage statistics, analysis of problems.

Handling of customer requests including the analysis and follow-up of requests for functional enhancements, change requests; inquiries about application capabilities, etc.

## Application takeover

The Application Takeover process will start with a know-how transfer period of 2 weeks on average per application. A precise duration per application will be agreed between the Contractor and the AGENCY and will be formally specified in the respective specific contract.

At the end of each know-how transfer period, the Contractor will demonstrate that he reached the required level of competence. This level of competence will be based on a set of evaluation criteria drawn up by the AGENCY. The criteria may be, for example, in the form of technical questions relating to the applications, implementation of modifications, etc.

The Takeover process will conclude with a final formal acceptance by the AGENCY. The Takeover process for each application must be completed within 6 months from the date of the corresponding service request.

# General provision

Services shall be provided on the basis of three different kinds of orders:

* Time & Means (TM) orders, which correspond to the order of a number of days of defined profiles performed at the AGENCY’s or Contractor’s premises.
* Fixed-price (FP) orders, which correspond to the order of a defined work.
* Quoted Time & Means (QTM) which correspond to the order of a number of days for defined subtasks.

The ordering process is initiated by the AGENCY via a “Request Form” sent to the contractor (via e-Request) describing the required service. Upon receipt, the contractor must, within a given time period, either decline the request or make a proposal to the AGENCY for the execution of the request. The process culminates in the signature of a Specific Contract (i.e. an order), or in the withdrawal of the request form. The Request Forms are attached in this document - attachment 1 Request Form and Extension forms – for T&M, FP and QTM assignments. The templates for the Specific Contracts are included within the Draft Framework Contract (Annex 4).

The chosen contractor must have the capacity to carry out in parallel several individual orders. The contractor must be capable of providing the services ordered rapidly and with a high degree of quality.

## Time and means orders

Time & Means orders are executed ***upon the Agency request*** on the AGENCY s premises (i.e. on-site or intra-muros) ***or on the Contractor premises (i.e. off-site or extra-muros)***.

In a Time & Means order the AGENCY specifies the workload (e.g. person-days) and its specific needs for requested profiles.

The following conditions relating to Time & Means (TM) orders apply:

* The contractor must present proposals meeting the requirements as specified in the Request Forms and associated documents. Contractor’s proposed staff must match the requested profile description and the specific needs indicated in the request form.
* The contractor must be able to propose per requested profile at least two qualified persons to choose from.
* Pre-defined CV forms (similar to the one in Attachment 2 to Annex 3 must be used. All information indicated in the CV has to be correct and validated by the contractor.
* Persons proposed must be available for interviews.
* Persons proposed must be available at the start of the project.
* In some cases, on the AGENCY’s request, travels outside the normal location can be required.
* On the AGENCY’s demand, the contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the AGENCY.
* The contractor shall give a month’s notice to the AGENCY if any personnel leave before the end of a specific contract.
* If the original person is no longer able to carry out the work, the contractor is obliged to inform the AGENCY, provide a competent replacement person and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the AGENCY. Any such replacement will be effected at no additional cost to the AGENCY.
* In case of **replacement**, **the handover period** must normally be at least **10 working days**, free of charge to the AGENCY. If no handover is possible and additional training is needed for the replacement person, at least 20 working days (free of charge for the AGENCY) must be performed by the replacement person. The days free of charge will be the first working days of the replacement person.
* In case of replacement, the contractor should propose a minimum of two replacement persons with the required qualifications and experience for the profile. If the **contractor does not propose suitable replacement staff**, the AGENCY may immediately terminate the Specific Contract with a penalty of **10 or 20 working** days free of charge.
* Only in case of "force majeure" (like an accident or a serious illness) or if the replacement is on the AGENCY's demand, the penalty may not apply. However the necessary training and information to guarantee the continuity of service have to be carried out at the Contractor's expense.
* On the AGENCY’s demand, during holidays or other periods of planned absence by the person in charge, the contractor may be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the AGENCY. All such training and handover work will be carried out at the contractor's expense.
* When a person is no more available before the start of a new contract, the contractor is obliged to inform the AGENCY immediately. If the specific contract is not yet signed by both parties, the contractor is not authorized to propose new candidates. If the specific contract is signed, the AGENCY can either cancel the contract or ask for a replacement with the performance of 10 first working days free of charge.
* The invoicing is based on the number of days performed. The minimum unit is a half-day in case of service delivery during Normal Working Days. However in case of work outside normal working hours invoicing will be made pro rata per hour for every started hour of work.
* When a replacement procedure is on-going the Contractor cannot invoice 10 days on the specific contract until the replacement is effectively done.

Remarks:

* One full year corresponds in principle to an effective workload of 220 days.
* The request form can combine different profiles, with the requested quantity and workload for each profile.

## Fixed price orders (FP)

Fixed Price orders are ***usually*** executed outside the AGENCY’s premises (i.e. off-site or extra-muros)

In a Fixed Price order the AGENCY specifies the deliverables corresponding to the work to be delivered with expected delays.

*The following conditions relating to fixed price orders apply:*

* The contractor must present proposals meeting the requirements as specified in the Request Forms and associated annexes (specifications, work packages, deliverables, deadlines etc.).
* The offer must include a technical analysis based on the requirements.
* The offer must include a project plan. It has to indicate the proposed activities, the team structure, profiles, roles, responsibilities and workload (person-days) of the different team members.
* A methodology agreed by the AGENCY has to be used for the calculation of the workload of the different tasks. Based on this, the financial offer must be based on the estimation of the number of days for each activity.
* Work is normally performed off-site, typically on the contractor’s premises. The contractor shall provide all necessary infrastructure on his premises for the successful execution of the work (except for material, licenses or products not available on the market but that can be provided by the AGENCY during the time of the execution).
* The deliverables must be on time, and conform to the specifications as described in the Specific Contract.
* The invoicing is based on the acceptance of the deliverables by the AGENCY (and not on the effective workload).
* Technical interventions can be foreseen on the AGENCY's premises for specific tasks like installations, configurations, acceptance tests, technical analysis or maintenance tasks.
* Meetings at the location of delivery with members of the team can be required by the AGENCY without any additional cost to the AGENCY.
* A warranty (2-years in the form of repair at the premises of the requesting entity) applies to the deliverables accepted by the AGENCY

## Quoted time and means orders (QTM)

Quoted Time & Means orders are generally executed outside the AGENCY’s premises (i.e. off-site or extra-muros)

In a quoted Time & Means order the AGENCY specifies the different tasks to be executed.

The following conditions relating to Quoted Time & Means (QTM) orders apply:

* The AGENCY specifies the different tasks and sub-tasks to be executed and a total number of days for activities or profiles. When the request corresponds to activities, the AGENCY indicates the required activities with (or without) individual numbers of days. When the request corresponds to profiles, the AGENCY can specify (or not) the required profiles and their workload.
* The contractor must present proposals meeting the requirements as specified in the Request Forms and associated documents (e.g. technical annex with description of tasks, sub-tasks, etc…).
* The offer must include a technical proposal based on the requirements.
* The offer should detail the profiles, roles, activities, responsibilities and workload (activity-days or person-days per profile).
* The financial proposal has to be based on activities or profiles and their total workload.
* Contractor’s staff must match the requested profile description.
* The contractor is not obliged to supply a list of CVs to the AGENCY.
* The work is normally performed off-site, typically on contractor’s premises. The contractor shall provide all necessary infrastructure on his premises for the successful execution of the work (except for material, licenses or products not available on the market, but that can be provided by the AGENCY during the time of the execution).
* The work is divided into various sub-tasks performed during the execution of the specific contract. The AGENCY will provide the contractor with a detailed description of each sub-task. The contractor will send the AGENCY a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of activity-days or person-days for the corresponding activities or profiles. When agreement with the AGENCY has been reached, a form is signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the AGENCY.
* Technical interventions can be foreseen on the AGENCY's premises for specific tasks like installations, configurations, acceptance tests, technical analysis or maintenance tasks.
* Meetings at the location of delivery with members of the team can be required by the AGENCY without any additional cost to the AGENCY
* The warranty (2-years in the form of repair at the premises of the requesting entity) applies to the sub-tasks accepted by the AGENCY

## Extensions

An extension is a prolongation based on the initial request and the initial offer when not all of the initially requested tasks/deliverables have been performed/delivered under the first and or subsequent specific contracts, all of which have been signed under the same Request.

The extension results in a new specific contract.

### Time & means

For a “Time & Means” request, the Request Form covers the whole of the project and a Specific Contract might be for the same number of days or for only a part of the project.

If the amount of days foreseen in the Request Form hasn’t been covered completely by Specific Contracts made, AGENCY can conclude another Specific Contract without having to send again a Request Form and follow the complete order cycle. In this case an extension is done.

To make an extension for a Time & Means Specific Contract:

* AGENCY checks if the number of days on the corresponding initial Request Form haven’t been used up yet. If they aren’t, a new Specific Contract can be concluded on the basis of the initial Request Form. If the number of days specified in the initial request form is exceeded, it is not possible to request an extension and the normal procedure applies.
* AGENCY asks an offer from the contractor for the period that they want an extension for, making a reference to the original Request Form sent, and including a technical annex related to the extension. The offer delivered by the Service Provider should contain the name of the person(s) executing the service, his/her CV if requested by the requesting entity, and price.
* In the extension, the profiles, projects and tasks defined in the initial request form must correspond.
* The AGENCY prepares the new Specific Contract
* In case of non-availability of the person for a future extension, the contractor has to inform the AGENCY as soon as possible.
* If the initial person is no longer available and a suitable replacement is accepted by the AGENCY, the replacement conditions are applicable (including 10 days free of charge at the beginning of the new specific contract).

### Fixed price

Two cases are foreseen:

1. The initial request form contains a list of tasks (modules, work packages) corresponding to deliverables. The contractor has given a proposal according to this request. The specific contract may have covered only a part of the project corresponding to some deliverables. In this case, the AGENCY can conclude one or more new specific contracts for the remaining work by way of Extensions without having to follow the complete order cycle.

The specific contracts concerning extensions have to cover tasks included in the initial request under the conditions of the original offer. The technical annex could be updated if necessary, but the global conditions (including defined deliverables and price) cannot be modified. The total price of the project may not exceed the price quotation given in the initial offer (except for indexation).

1. In case those additional tasks are estimated necessary to complete the work on the same project and in conformance with the initial request, extensions are possible for a maximum of 50% of the amount of the accepted original proposal. In such case the Contracting authority shall initiate and successfully finalise a negotiated procedure in compliance with the provisions of the Financial Regulation and the Rules on its Application.

Typically each extension results in a new specific contract.

### Quoted time & means

For a “Quoted Time & Means” request, the Request Form covers the whole of the project and a Specific Contract might be for all deliverables/tasks or for only a part of the project.

1. If not all of the deliverables foreseen in the Request Form hasn’t been covered completely by the first Specific Contracts made, the AGENCY can conclude one or more subsequent Specific Contract without having to follow the complete order cycle. In this case an extension is done and a new Specific contract is signed.

To make an extension for a Quoted Time & Means Specific Contract:

* The AGENCY checks if all the deliverables/sub-tasks on the corresponding initial Request Form haven’t been used up yet. If they aren’t, a new Specific Contract can be concluded on the basis and within the limits of the initial Request Form. If the number of days specified in the initial request form is exceeded, it is not possible to request an extension and the normal procedure applies.
* The AGENCY asks an offer from the contractor for the period that they want an extension for, making a reference to the original Request Form sent, and including a technical annex related to the extension. A new task that was not included in the initial request form cannot be introduced.
* In the extension, the activities, profiles, projects and tasks defined in the initial request form and the related offer must correspond.
* The AGENCY prepares the new Specific Contract

1. In case those additional tasks are estimated necessary to complete the work on the same project and in conformance with the initial request, extensions are possible for a maximum of 50% of the volume of the accepted original proposal. In such case the Contracting authority shall initiate and successfully finalise a negotiated procedure in compliance with the provisions of the Financial Regulation and the Rules on its Application.

# **delivery for all types of orders**

## Languages

The required services must be provided in English.

Good technical writing skills in English are mandatory for all profiles.

## Place of work

Depending on the framework contract and the request, work can be executed on the AGENCY’s premises (so-called on-site or intra muros work) or can be executed on the contractor’s premises (so-called off-site or extra muros work). AGENCY indicates on the Request Form where the work has to be delivered.

In the case of **intra muros work**, the execution of the contract must normally be performed at the AGENCY premises as required in Budapest (Hungary). The infrastructure will be provided by the AGENCY.

The personnel providing the service will use only the standard software packages in use at the AGENCY or the department concerned, and no other software may be installed or used without the written authorisation of the AGENCY.

In the case of **extra muros work**, the execution of the contract will be performed primarily at the contractor's usual workplace. Project meetings are typically held in the locations of delivery mentioned above. Deliverables have to be formally submitted at these locations. Travel costs to the place of delivery are not reimbursed.

The contractor shall provide all deliverables in the form and format specified in the order and shall guarantee their integration into the target informatics environment.

## Travels outside normal locations of deliveries

As an exception, the AGENCY may request delivery of services outside normal locations of delivery (the main premises of the AGENCY in Budapest).

In case travel will be necessary for service delivery abroad, travel costs, hotel and subsistence expenses will be reimbursed following the application by analogy of the rules, regulations and rates of the Guide to Missions for officials and other servants of the European Commission, as approved by the Commission Decision of 18.11.2008 - General implementing provisions adopting the Guide to missions for officials and other servants of the European Commission.

Outside the travel-related expenses, only the days during which some work is performed for the AGENCY can be invoiced by the Contractor. Travelling time cannot be reported as working time and included in timesheets unless approval for this is given by the recipient AGENCY staff member at the place of destination. In case work has been performed abroad, this should be clearly mentioned in the timesheet.

## Normal working hours

For **time and means** delivery, a normal working day (NWD) corresponds to 8 hours per day (40 hours per week). During Normal Working Hours only on-site performance is envisaged.

The daily working time frame is between 8 a.m. and 8 p.m. and the presence is in any case mandatory between 9:30 and 12:00 and between 3:00 pm and 4:30 pm (4:00 pm on Friday). Pause time has to be aligned with national rules applicable at the place of service delivery.

The periods of service provider’s on-site presence have to be agreed by the services of the AGENCY. No recuperation is possible for service providers.

In exceptional cases of extended services (e.g. continuous support service between 8:00 a.m. and 8:00 p.m.), specific time frames can be requested by the AGENCY (e.g. from 8:00 to 16:00 and from 12:00 to 20:00 with a pause of 30 minutes).

## Work outside of Normal Working Hours

Services will be required during Normal Working Hours (NWH) as well as during Extended Working Hours (EWH).

The AGENCY may request delivery of services in extended working hours. For delivery of services during Extended Working Hours the tenderer will apply surcharges in addition to the applicable day rates.

The tenderer shall quote the prices per day for each profile.

The surcharges may not exceed the following values:

* **on normal working days** before 8 a.m. and after 8 p.m.: 50 % of the corresponding hourly price during normal working hours,
* **during weekends and holidays**: 70 % of the corresponding hourly price during normal working hours.

The surcharge will only apply if at least half working day (**a normal person days is 8 hours**) of service is delivered within the timeframe qualifying for the surcharge.

Both during Normal Working Days, and during weekends and holidays the respective surcharge (max. 50% or ***70%***) will apply on a pro-rata basis to the respective fee rate for work during NWD, duly surcharged. The maximum working-time per consultant per day shall be compliant with the national labour legislation. Work performed outside Normal Working Hours will only be paid if it has been requested explicitly in writing by the AGENCY and provided that work outside NWH has already been envisaged in a specific contract.

## 24-hours service

The AGENCY may request the contractor to provide a 24-hours on-call service both during NWD and outside NWD. The service should be delivered by the same profile(s) providing the duties during normal working hours.

The profile(s) assuring this service will be on-call 24-hours a day (for 7 days per week) and may be requested to carry out interventions at the premises of the place of delivery for this profile.

The contractor shall take all the necessary provisions to ensure that the personnel in charge are reachable by mobile phone if requested.

If remote access to the systems is available then the on-call service provider must be in position to start accessing systems and assessing the issue within 15 minutes after receiving a notification.

In case the issue requires on-site intervention, the on-call service provider must be able to arrive at the AGENCY's premises within maximum 1 hour after the time at which he/she reported his finding/proposed course of action to the requesting entity.

The 24-hours on-call service will be payable at a fixed daily rate, regardless of the day on which actual intervention might be required, and regardless of the service provider's level under his/her profile (i.e. junior, normal or senior).. The tenderer shall quote the daily rate using the forms in attachment 5.1 (lot1) or 5.2 (lot2) of ANNEX – 3 “Standard Submission Form”.

For any interventions carried out during NWH no surcharge will apply.

Interventions provoked by a call to the on-call service provider and triggered outside NWH will be covered on a pro rata hourly basis by using the respective daily fee rate for the profile and level of the on-call service provider quoted for service "outside normal working hours". The unit cost for these interventions is the appropriate hourly rate.

## Acceptance of work

For orders, official acceptance of the work carried out will take place at milestones during and at the end of each order execution using a procedure agreed to at the beginning of the order, in compliance with the provisions of the Specific contracts. Invoices may be issued only for executed orders and tasks that have been completed and duly accepted.

## Training

In general, the training offered by a contractor to their staff can be a mix of IT and non-IT training. As a rule, the AGENCY will not take charge of the training of the contractor’s staff.

When needed, general informatics training courses must be followed outside the AGENCY premises.

It is a (mandatory) requirement that the contractor delivers at least 5 days of relevant IT technical (i.e. not ITIL or Project Management) training per year and per person for its staff working in the AGENCY’s premises.

In case assignments over the last 12 months did not cover the full year, at least 1 day of relevant IT technical training per 3 months of assignment is required.

In exceptional cases (e.g. if the training course is not provided externally) and on special request of the AGENCY, staff working for a TM contract may follow an informatics training course organised by the AGENCY. However, in such case the training days and related costs are not paid to the contractor by the AGENCY.

If the AGENCY asks the contractor’s staff to follow a non-informatics training necessary for the work (e.g. regarding business procedures and excluding language training), it is considered as a normal working day paid by the AGENCY.

## Security clearance

When required by the AGENCY’s services for security reasons, the AGENCY may ask from contractors in a specific request that they agree to a security clearance of the staff involved (if not yet valid) for the provision of certain services. This will be considered as a specific requirement for a specific project, and not influence the other conditions. The costs related to this security clearance process will not be covered by the Commission.

## **Processing of confidential information and personal data**

5.10.1 Processing of confidential information

"Confidential information" shall mean any and all information, know-how or data relating to the FWC which is disclosed or given by either party to the other party either directly or indirectly, whether in writing or by any other means, that is marked as confidential.

The contractor is obliged to maintain the highest standards of security and confidentiality in the performance of its legal duties and obligations.

The contractor may use the information received from the AGENCY in the context of the request for services of AGENCY and the subsequent implementation of the FWC solely for the purpose of providing the services agreed upon in the FWC.

In consideration of the disclosure of confidential information, the contractor undertakes to treat as strictly confidential and not divulge to any third party any of the confidential information disclosed and not to make use of any such confidential information, without the AGENCY’s prior written consent.

In the event visiting the establishment of the AGENCY, the contractor undertakes that any further confidential information which may come to its knowledge as a result of such visit, shall be kept strictly confidential and will not be divulged to any third party and will not be made use of in any way by the contractor without the AGENCY's prior written consent.

The obligation of confidentiality shall not apply to any part of the confidential information which:

a. was lawfully in the recipient party's possession at the time the information was received, without any restrictions as to confidentiality;

b. was available to the public before that date or was in the public domain;

c. becomes available to the public or to the public domain after that date otherwise than as a result of an act or default of the recipient;

d. is received by the recipient from a third party not bound to the disclosing party by any obligation of secrecy;

e. is independently developed by the recipient after that date without using the confidential information, as evidenced by written record;

f. is to be disclosed pursuant to a requirement of law or court order, by which the recipient is bound to disclose the information in whole or in part, so long as the party required disclosing the information provides the other party with timely prior notice of such a requirement.

Upon completion of the services under the FWC, if the contractor possesses confidential information, the contractor shall provide AGENCY with a formal statement informing that all confidential data that has been temporarily stored in their infrastructure has been duly deleted and destroyed from any of the media engaged during the FWC implementation (i.e. storage areas, disks, tapes, CD, DVD, back-up devices, etc.).

The above listed obligations shall remain in effect for a period of five (5) years from the date of payment of the final balance.

A **declaration** signed by the employees and the consultants of the contractor will be asked before starting any new assignment at the AGENCY. (A template is available in this document, see Attachment No (4) Declaration of confidentiality and personal data). It is the contractor's responsibility to ensure signature of the declaration of confidentiality by the employee and consultant and to transmit it to the AGENCY IT services.

5.10.2 Processing of personal data

The contractor shall process personal data in line with the General Data Protection Regulation (GDPR)[[1]](#footnote-2) which is applicable in the Member States as of 25 May 2018.

“Personal data” shall mean any information defined in Article 4(1) of the GDPR.

The contractor shall be considered as “processor” in accordance with Article 4(8) of the GDPR.

The contractor (and its employees and consultants)

1. processes all personal data of the AGENCY staff and of the AGENCY stakeholders in compliance with the GDPR;
2. acts only under the supervision of the AGENCY, in particular with regard to the purposes of the processing of personal data, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his/her rights;
3. processes personal data only for the purposes of the FWC and data will not be reused for a purpose incompatible with the original purpose;
4. transfers personal data to third parties according to specific instructions and appropriate security safeguards being implemented to avoid unauthorised processing and disclosure;
5. grants its personnel access to the data only to the extent strictly necessary for the performance and management of the services under the FWC;
6. guarantees, that any of the contractor’s employees processing personal data have been instructed to comply with the GDPR;
7. guarantees, that personal data are kept for no longer than is necessary for the purposes for which they were collected, in accordance with the GDPR;
8. ensures that it has adopted appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to prevent any unauthorised access, reading, copying, alteration or removal of storage media; data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
9. ensures cooperation with the AGENCY Data Protection Officers (DPOs) in any issue relating to the processing of personal data of the AGENCY staff or any AGENCY stakeholder, including in the elaboration of the records and impact assessment in line with the data protection rules applicable to the AGENCY.

Upon completion of the services under the FWC, if the contractor possesses personal data, the contractor shall provide AGENCY with a formal statement informing that all personal data that has been temporarily stored in their infrastructure has been duly deleted and destroyed from any of the media engaged during the FWC implementation (i.e. storage areas, disks, tapes, CD, DVD, back-up devices, etc.).

The above listed obligations shall remain in effect for a period of five (5) years from the date of payment of the final balance.

A **declaration** signed by the employees and the consultants of the contractor will be asked before starting a new assignment at the AGENCY. (A template is available in this document – see Attachment No (4) Declaration of confidentiality and personal data). It is the contractor's responsibility to ensure signature of the declaration of confidentiality by the employee and consultant and to transmit it to the AGENCY IT services.

## **Conflict of interest**

In the event that a conflict of interest appears between a requested service and a previous work carried out by the same contractor (or subcontractor) or if the total independence of the contractor with other economic operators is not demonstrated in the context of the service, the concerned contractor will not be asked to provide the service and in case of a multiple framework contract (i.e. Lots 1 and 2) will not be part of the cascade for the specific request.

# cascading mechanism

A multiple framework contracts with cascading mechanism is applicable for Lots 1 and 2.

Whenever the value of the project is below 60 000 Euro excluding VAT, the contracting authority will apply the cascading mechanism in both Lots. The cascading mechanism is the mechanism applied for using multiple framework contracts. In general where more than one contractor is nominated, the following rules shall apply to requests for supply of services.

(1) For each case, the EIT shall determine the specifications of the Services required, hereinafter referred as project, and the relevant response time. The contractor shall make his offer in response to the EIT's specifications within this time limit.

(2) When requesting an offer to supply Services, the EIT shall initially address its request to the contractor who has been nominated in first place on the basis of the results of the evaluation of the call for tenders cited in the Contract. If this first contractor is in a position to meet the criteria for response time and fulfil the specifications, then he shall be awarded the project in question.

(3) If the first contractor is unable to meet either of these criteria, then he shall be regarded as being unable to supply the Services requested. In this case, the EIT shall then address the same request to the contractor who has been nominated in the second place on the basis of the results of the evaluation of the call for tenders cited in the Contract. If this second contractor is in a position to meet the criteria for response time and specifications, then he shall be awarded the project in question.

(4) If this second contractor is unable to meet either of these criteria, then he shall be considered unable to supply the Services requested. In that event, the EIT shall then repeat this process with the contractor who has been nominated in third place.

(5) This process will terminate either with the award of the project in question to one of the contractors who has been nominated, or with the failure to award the project to any contractor. In the event of failure the EIT may redefine the project or start the procedure again on the same project at a later time.

(6) The inability of the contractor to supply the Services for a project, requested under the conditions (1) – (5), shall not be considered to afford grounds for terminating the Framework Contract, nor shall it affect the order in which the contractor is to be addressed for subsequent projects.

As described in the roadmaps, in all cases the first contractor must be consulted first. The first contractor has won the market described in the call for tenders and the other contractors are contacted only to compensate the lack in the first contractor’s service offering. If it arises that the main contractor is unable to service all requests, the cascade mechanism may apply. In this case careful documentation of all communication between the contractors and EIT is imperative in order to ensure a decision is transparent to all parties.

During the cascade mechanism the Request Form specifications may not change (e.g. profiles and/or technical annexes must remain the same).

# **Reopening of competition**

Whenever the value of the project equals or exceeds 60 000 Euro excluding VAT, the contracting authority will apply the reopening of competition mechanism in both Lots. The reopening of competition mechanism is the mechanism applied for using multiple framework contracts. In general where more than one contractor is nominated, the following rules shall apply to requests for supply of services.

(1) For each case, the EIT shall determine the specifications of the Services required, hereinafter referred as project, and the relevant response time.

(2) When requesting an offer to supply Services, the EIT shall send its request to all contractors. The contractors shall make their offer in response to the EIT's specifications within this time limit.

(3) The contracting authority evaluates the specific tenders and selects the most economically advantageous one on the basis of the award criteria set out in the tender specifications of the FWC. When doing so, it takes into account any conflicting interests which may negatively affect the performance of the specific contract.

# **Interfaces, roles and responsibilities**

## On the contractor’s side

The contractor shall nominate a contract manager in charge of the framework contract. The contract manager will be responsible for all contractual relations with the AGENCY. The contract manager must be reachable by the AGENCY during normal working hours. In case of absence, a back-up person shall be designated and coordinates announced well in advance.

The contractor shall designate a contact person, and at least a back-up person in case of absence, who will take care of all requests addressed by the AGENCY.

The contractor shall provide a single contact office with telephone number, postal address, e-mail address.

The contractor shall communicate the list of all persons in charge of the customer’s relationship management with the services of the AGENCY.

In case of multiple-company consortium to whom a framework contract is awarded, these companies will designate one contact person (Group leader) representing all the companies officially. In addition and if so requested by the AGENCY, each of those companies will provide a contact person to whom outstanding implementation issues could be addressed.

## On the AGENCY’s side

The entity responsible within EIT for the specific contract is the Interim Director or his delegate who signs the contract for the EIT.

The entity responsible within CEPOL for the specific contract is the Executive Director or his delegate who signs the contract for the CEPOL.

The Interim Director of EIT represents the awarding authority and signs the framework contract and all amendments to it.

The Interim Director of EIT or his delegate signs the Specific contracts.

The Executive Director of CEPOL or his delegate signs the Specific contracts-

The financial services of the AGENCY is responsible for all financial aspects related to the execution of the Framework Contract.

A service manager for AGENCY is responsible for the technical follow-up and the quality management of the contract and is the contact person for all procedural and reporting aspects linked with the framework and specific contracts. Every contract concluded as a result of the call for tenders will have a service manager in AGENCY.

A contract manager for AGENCY is responsible for the legal follow-up of the framework contract and acts as the contact person for all general legal aspects linked with the framework contract and the specific contracts.

A contact person for AGENCY is in charge of a specific request sent to the contractor.

An administrative official for AGENCY is responsible for administrative matters in the execution of a specific contract.

A technical official for AGENCY is responsible for technical matters in the execution of a specific contract.

# workflows for ordering and delivery process

The following paragraphs detail the processes for:

- Time & Means (TM) orders

- Fixed Price (FP) orders

- Quoted Time & Means (QTM) orders

The involved actors are:

* The Contractor(s)
* The AGENCY who performs the management of the framework contracts.

The ordering process covers the ordering phase up to the signature of a specific contract by both parties (Contractor and AGENCY)

The delivery process covers the period from the signature of the specific contract until its closing.

The exchange of all documents preceding the signature of a specific contract or an amendment might be done via an electronic system named e-Request.

The signature of a specific contract might be done via an electronic system named e-Ordering.

The submission of invoices might be done via an electronic system named e-Invoice.

e-Request, e-Ordering and e-Invoice are modules of the Commission's e-PRIOR supplier portal.

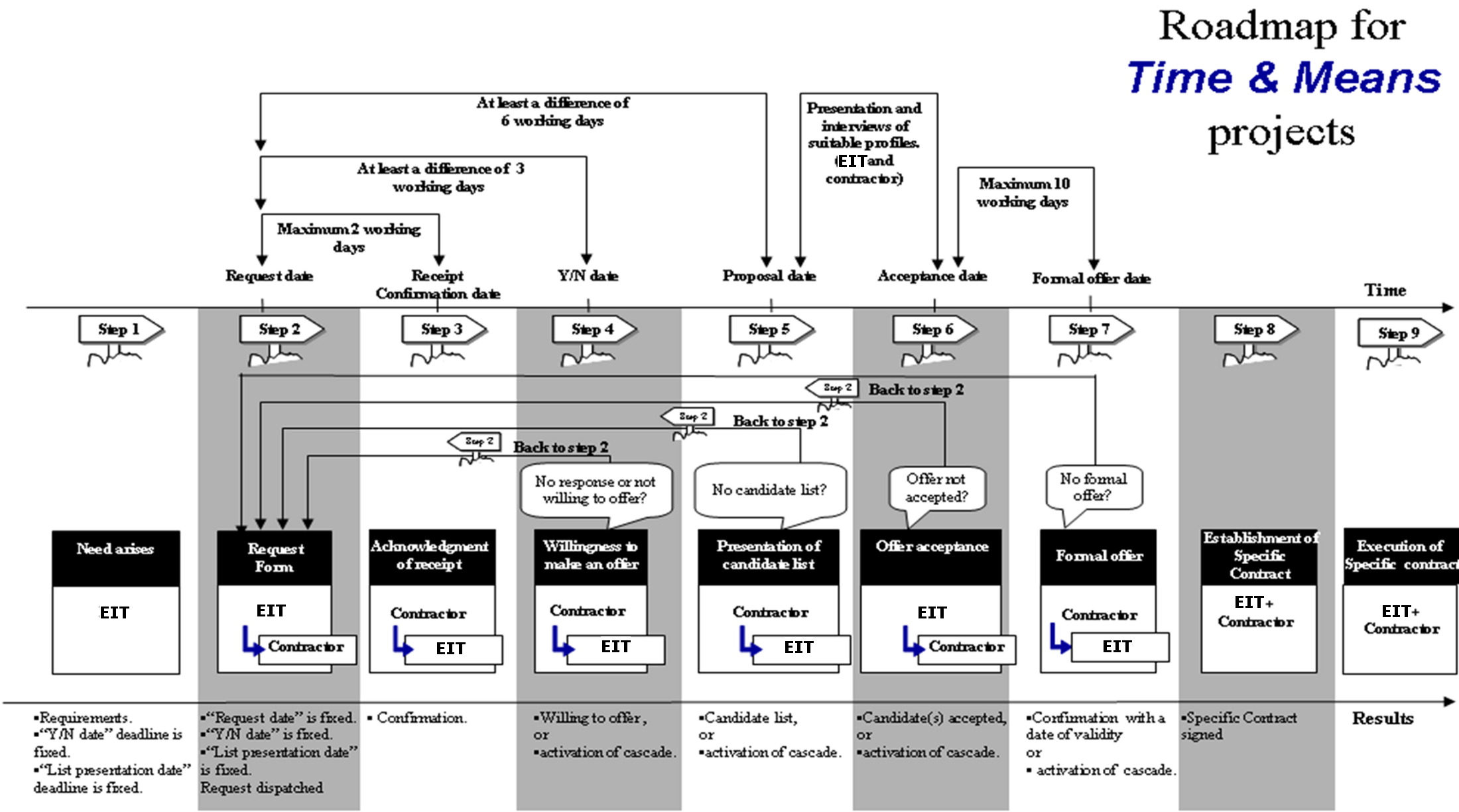
All Information is available at http://ec.europa.eu/dgs/informatics/supplier\_portal.

The documentation itself can be directly accessed on:

<http://ec.europa.eu/dgs/informatics/supplier_portal/documentation/documentation_en.htm>

## Roadmap for Time & Means projects

Where "EIT" is mentioned below it should be read "EIT or another requesting entity entitled to use the framework contract".



Step 1: Preparation of a request

|  |  |
| --- | --- |
| What | * The need for some Time & Means service arises in EIT.   EIT prepares the requirements/specifications.  EIT specifies how much time it wants to allow the Contractor to decide if he can make a proposal. The time allowed to the Contractor must be at least 3 working days. This date, by which the Contractor must make known his willingness to make an offer, is referred to as the “**Y/N date**”.  EIT also specifies how much time it wants to allow the Contractor to prepare his proposal with a list of the qualified persons he proposes. The time allowed to the Contractor must be at least 3 working days as from the “Y/N date”. This date, by which the Contractor must present his list of proposed qualified persons, is referred to as the“**proposal date**” (or **"candidate list date"**). |
| Parties involved | * EIT |
| Result | * Requirements. * “Y/N date” deadline is fixed. * “Proposal date” deadline is fixed. |
| Fault | * None. |

Step 2: Sending of request form

|  |  |
| --- | --- |
| What  Step 2  Time & Means | * **EIT checks which company the Request Form should be sent to**: if it is a new request, this is the first company in the cascade of companies that have been awarded a contract. Otherwise it is the company in the cascade following the company that the Request Form was previously sent to. If no companies are left in the cascade, no company could deliver the service based on the constraints set originally in Step 1. In this case, EIT can decide to redefine the project or start the procedure again on the same project at a later time.   **EIT fills out a Request for Time & Means projects.** If the Request is sent to a company other than the first in the cascade list, EIT makes sure that the “requirements” and the intervals specifying the “Y/N date” and “list presentation date” decided upon in step 1, remain unchanged.  **EIT sends the Request to the Contractor.** The date on which EIT sends the Request is referred to as the“**request date**”. |
| Parties involved | EIT |
| Result | * “Request date” is fixed. * “Y/N date” is fixed. * "proposal date" (“List presentation date”) is fixed. * Request is sent |
| Fault | * None. |

Step 3: Request Form receipt confirmation

|  |  |
| --- | --- |
| What  Step 3  Time & Means | * The Contractor receiving the Request acknowledges reception within **2 working** days of the day the Request was sent. |
| Parties involved | Contractor |
| Result | Request Form confirmation of receipt sent within 2 working days of “request date”. |
| Fault | * Not respecting the deadline by which the receipt confirmation must be sent. |

Step 4: Willingness to make an offer

|  |  |
| --- | --- |
| What  Step 4  Time & Means | * If the Contractor does not send a response by the “Y/N date” stating whether he will or will not be making an offer, EIT goes back to Step 2.   If the Contractor has stated NO, i.e. he declines to make an offer, the EIT goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Willingness to make an offer is expressed, or cascade mechanism activated. |
| Fault | Not respecting the “Y/N date”. |

Step 5: Presentation of the proposal

|  |  |
| --- | --- |
| What  Step 5  Time & Means | * The Contractor sends a proposal containing a list of candidates having the required profiles by the "proposal date" (“list presentation date”) to the EIT. The candidate list will include for each candidate the name of the candidate, the date that the candidate is available, the candidate’s profile, whether the candidate is offered via subcontracting, whether the candidate is permanent or non-permanently employed and any other relevant information. The CVs of all candidates must be attached to the list. All candidates on the list should be available for interviews in the 2 weeks following the sending of the candidate list.   If the Contractor does not send the candidate list by the “proposal date”, EIT considers this as not respecting the requirements, and goes back to step 2. |
| Parties involved | Contractor   * EIT |
| Result | List with proposed qualified candidates or cascade mechanism activated. |
| Fault | Not respecting the "proposal date" (“list presentation date”) |

Step 6: offer acceptance

Step 6

Time & Means

|  |  |
| --- | --- |
| What | * The period after the “proposal date” can be used by the Contractor and EIT to organise meetings to present and interview the persons proposed.   If EIT accepts a candidate from the list, EIT informs the Contractor indicating that the candidate is accepted and is to be regarded as the basis for a formal offer.  If the candidates on the list do not correspond to the requirements, EIT informs the Contractor giving a justification that the candidates do not correspond to the requirements and goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Candidate(s) accepted or cascade mechanism activated. |
| Fault | None. |

Step 7: Finalisation of the offer

|  |  |
| --- | --- |
| What  Step 7  Time & Means | * The Contractor checks that the selected candidate is still available. If yes, the Contractor sends (normally within 10 days) a formal offer to EIT indicating the earliest date on which the candidate can start and the period of validity of this offer.   If the selected candidate is no more available, the Contractor informs officially EIT about it. In this case EIT can either go back to step 2 and initiate the cascade or select another candidate from the initial list of candidates (the Contractor cannot propose new candidates).  If the Contractor doesn't send the formal offer on time EIT can extend the delay for it or decide to activate the cascade going back to step 2. |
| Parties involved | Contractor   * EIT |
| Result | Candidate(s) confirmed or cascade mechanism activated. |
| Fault | No formal offer sent on time |

Step 8: Establishment of the Specific Contract

|  |  |
| --- | --- |
| What  Step 8  Time & Means | * The Specific Contract is established based on the formal offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information. |
| Parties involved | Contractor   * EIT |
| Result | Specific Contract signed. |
| Fault | * Not signing the specific contract on time |

Step 9: Execution of the Specific Contract

|  |  |
| --- | --- |
| What  Step 9  Time & Means | * The task(s) as requested in the order is/are carried out by the Contractor under the technical supervision of the EIT. |
| Parties involved | Contractor   * EIT |
| Result | Successful completion of the task(s). |
| Fault | * The tasks are not completed. |

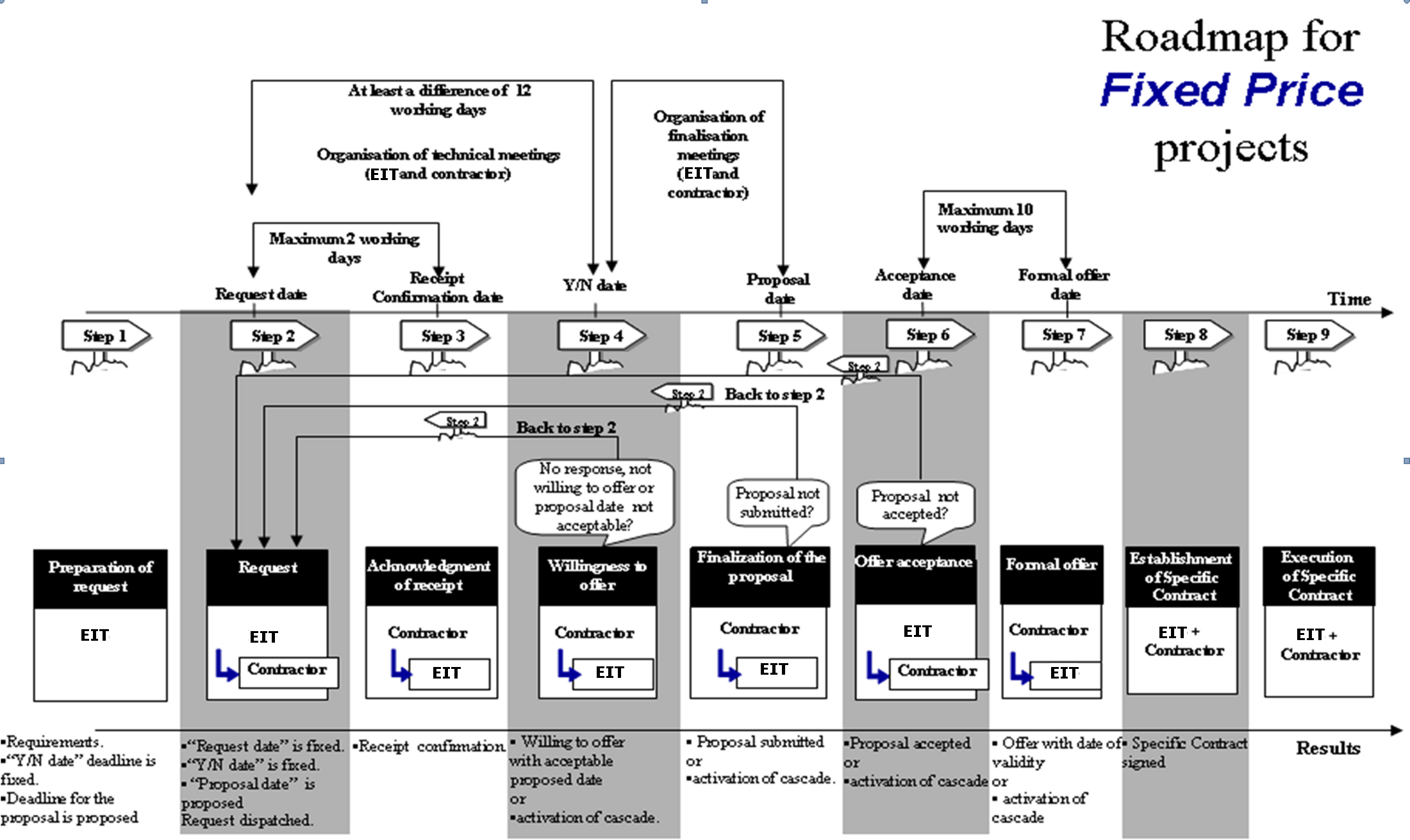
Step 10: Work acceptance

Step 10

Time & Means

|  |  |
| --- | --- |
| What | * The acceptance is based on the number of days performed by the Contractor’s staff in accordance with the T&M conditions. |
| Parties involved | Contractor   * EIT |
| Result | The Contractor’s invoice(s) are paid by the EIT |
| Fault | * None |

## Roadmap for Fixed Price projects



Step 1: Preparation of request

|  |  |
| --- | --- |
| What  Step 1  Fixed Price | * The need for some Fixed Price service arises in EIT.   EIT prepares a document specifying the requirements/specifications  EIT specifies how much time it wants to allow the Contractor to decide if he can make an offer. The time allowed to the Contractor must be at least 12 working days. This date, by which the Contractor must make known his willingness to make an offer, is referred to as the “**Y/N date**”.  EIT also specifies a date for which it would like to receive a proposal (typically at least 10 working days after the "Y/N date"). This date, by which EIT wishes to receive a proposal is referred to as the "**proposal date"** |
| Parties involved | EIT |
| Result | Requirements/specifications   * “Y/N date” deadline is fixed. * "proposal date" deadline is proposed |
| Fault | None. |

Step 2: Sending of request form

|  |  |
| --- | --- |
| What  Step 2  Fixed Price | * **EIT checks which company the Request Form should be sent to**: if it is a new request, this is the first company in the cascade of companies that have been awarded a contract. Otherwise it is the company in the cascade following the company that the Request Form was previously sent to. If no companies are left in the cascade, no company could deliver the service based on the constraints set originally in Step 1. In this case, EIT can decide to redefine the project or start the procedure again on the same project at a later time.   **EIT fills out a Request for Fixed Price projects.** If the Request Form is sent to a company other than the first in the cascade list, EIT makes sure that the “requirements” and the interval specifying the “Y/N date” and "proposal date" decided upon in step 1, remain unchanged.  EIT sends the Request (including the specifications) to the Contractor. The day on which the EIT sends the Request is referred to below as the “request date”. |
| Parties involved | EIT |
| Result | “Request date” is fixed.   * “Y/N date” is fixed. * "Proposal date" is proposed * Request Form and requirements/specifications dispatched |
| Fault | None. |

Step 3: Request Form receipt confirmation

|  |  |
| --- | --- |
| What  Step 3  Fixed Price | * The Contractor receiving the Request acknowledges reception within **2 working** days of the day the Request was sent. |
| Parties involved | Contractor |
| Result | Request Form confirmation of receipt sent within 2 working days of the “request date”. |
| Fault | Not respecting the deadline within which the receipt confirmation must be sent. |

Step 4: Willingness to make an offer

|  |  |
| --- | --- |
| What  Step 4  Fixed Price | * The period between the “request date” and the “Y/N date” can be used to clarify the requirements, in order to allow the Contractor to decide whether he will be able to make an offer, as well as to decide to confirm the “proposal date” or to propose a new "proposal date".   If the Contractor does not send a response by the “Y/N date”, to EIT, stating whether he will or will not be making a proposal, EIT goes back to Step 2.  If the Contractor has stated YES, he can confirm the date by which he will submit his final proposal or propose a new date. The date is referred to as the new “proposal date”.  If the Contractor has stated NO, i.e. he declines to make a proposal, EIT goes back to Step 2.  If the Contractor has stated YES, but EIT does not find the new “proposal date” acceptable (e.g. EIT finds the new delay too long), EIT informs the Contractor that the offer cannot be accepted and goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Willingness to make an offer is expressed with “proposal date”, or cascade mechanism is activated. |
| Fault | Not respecting the “Y/N date”. |

Step 5: Finalization of the proposal

|  |  |
| --- | --- |
| What  Step 5  Fixed Price | * The period between the “Y/N date” and the “proposal date” can be used to prepare and finalise the proposal.   The Contractor delivers its final proposal by the agreed “proposal date”.  If the Contractor has not delivered a proposal by the “proposal date”, EIT considers this as not respecting the requirements. In this case, EIT informs the Contractor that the offer cannot be accepted and goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Proposal submitted or cascade mechanism is activated. |
| Fault | Not respecting the “proposal date” |

Step 6: offer acceptance

|  |  |
| --- | --- |
| What  Step 6  Fixed Price | * EIT can ask the Contractor for clarifications about his proposal, but the Contractor cannot make a new proposal.   If EIT accepts the proposal, EIT informs the Contractor that the proposal is accepted and is to be regarded as the basis for Specific Contract(s).  If EIT does not accept the proposal, EIT informs the Contractor with justification that the offer cannot be accepted and goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Proposal accepted or cascade mechanism activated. |
| Fault | None. |

Step 7: Finalisation of the offer

|  |  |
| --- | --- |
| What  Step 7  Fixed Price | * The Contractor sends (normally within 10 working days) a formal offer in conformity with the proposal that has been accepted by the EIT (or confirms his proposal). The contractor indicates the period of validity of the offer.   If the Contractor doesn't send the formal offer (or the confirmation) on time EIT can extend the delay or decide to activate the cascade going back to step 2. |
| Parties involved | Contractor   * EIT |
| Result | * Formal offer (or cascade mechanism activated) |
| Fault | No formal offer sent on time |

Step 8: Establishment of the Specific Contract

|  |  |
| --- | --- |
| What  Step 8  Fixed Price | * The Specific Contract is established based on the formal offer. The Specific Contract will include details of the work to be carried out with the requested deliverables, the start date, the duration and any other relevant information. |
| Parties involved | Contractor   * EIT |
| Result | Specific Contract signed. |
| Fault | Specific Contract not signed. |

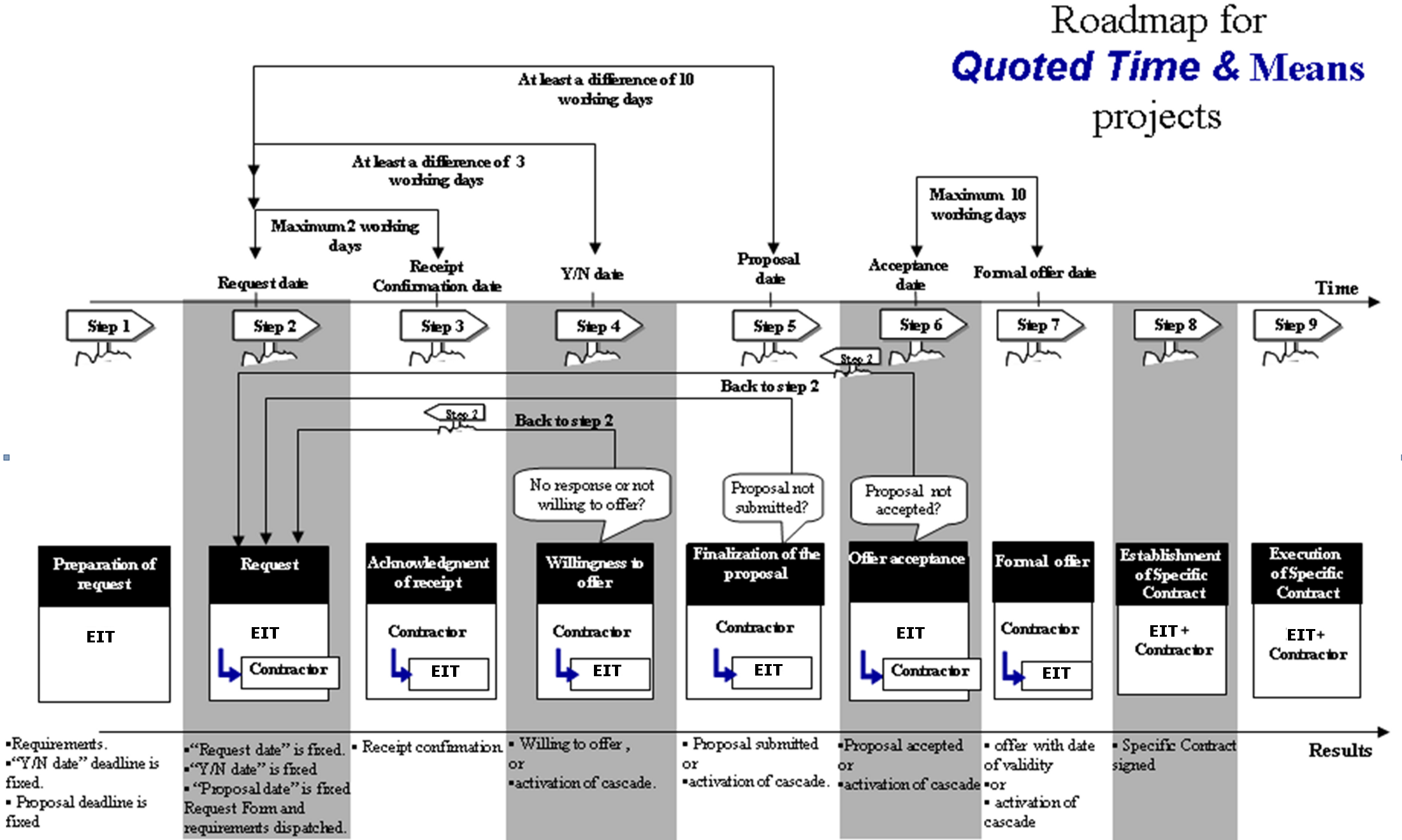
Step 9: Execution of the Specific Contract

|  |  |
| --- | --- |
| What  Step 9  Fixed Price | * The project is worked on by the Contractor, in contact as required with EIT.   The Contractor provides the requested deliverables to EIT |
| Parties involved | Contractor   * EIT |
| Result | Successful completion of the project. |
| Fault | The deliverables are not provided on time |

Step 10: Acceptance

|  |  |
| --- | --- |
| What  Step 10  Fixed Price | * The acceptance is based on the conformance of the deliverables with the specifications described in the specific contract |
| Parties involved | Contractor   * EIT |
| Result | Accepted deliverables are paid by the EIT after reception of Contractor’s invoices. |
| Fault | * The deliverable(s) don’t conform to the specifications |

## Roadmap for Quoted Time & Means projects



Step 1: Preparation of request

|  |  |
| --- | --- |
| What  Step 1  QTM | * The need for some Quoted Time & Means service arises in EIT.   EIT prepares the requirements / specifications.  EIT specifies how much time it wants to allow the Contractor to decide if he can make an offer. The time allowed to the Contractor must be at least 3 working days. This date, by which the Contractor must make known his willingness to make an offer, is referred to as the “**Y/N date**”.  EIT specifies a date for receiving a proposal from the Contractor. This date is referred to as the “**Proposal date**”. (The time allowed to the Contractor should be at least 10 working days from the date on which the EIT addresses the Request Form). |
| Parties involved | EIT |
| Result | Requirements.   * “Y/N date” deadline is fixed. * “Proposal date” is fixed. |

Step 2: Sending of request form

|  |  |
| --- | --- |
| What  Step 2  QTM | * **EIT checks which company the Request Form should be sent to**: if it is a new request, this is the first company in the cascade of companies that have been awarded a contract in this lot. Otherwise it is the company in the cascade following the company that the Request Form was previously sent to. If no companies are left in the cascade, no company could deliver the service based on the constraints set originally in Step 1. In this case, EIT can decide to redefine the project or start the procedure again on the same project at a later time.   **EIT fills out a Request Form for Quoted Time & Means projects**. If the Request Form is sent to a company other than the first in the cascade list, EIT makes sure that the “requirements” and the interval specifying the “Y/N date” and “Proposal date” decided upon in step 1, remain unchanged.  **EIT sends the Request Form to the Contractor**. The date on which EIT sends the Request Form is referred to as the “**request date**”. |
| Parties involved | EIT |
| Result | “Request date” is fixed.   * “Y/N date” is fixed. * "Proposal date" is fixed * Request Form is sent |

Step 3: Request Form receipt confirmation

|  |  |
| --- | --- |
| What  Step 3  QTM | * The Contractor receiving the Request acknowledges reception within **2 working** days of the day the Request was sent. |
| Parties involved | Contractor |
| Result | Request Form confirmation of receipt sent within 2 working days of “request date”. |
| Fault | Not respecting the deadline by which the receipt confirmation must be sent. |

Step 4: Willingness to make an offer

|  |  |
| --- | --- |
| What  Step 4  QTM | * If the Contractor does not send a response by the “Y/N date” stating whether he will or will not be making an offer, EIT goes back to Step 2.   If the Contractor has stated NO, i.e. he declines to make an offer, EIT goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Willingness to make an offer is expressed, or cascade mechanism activated. |
| Fault | Not respecting the “Y/N date”. |

Step 5: Finalisation of the proposal

|  |  |
| --- | --- |
| What  Step 5  QTM | * The Contractor sends a proposal to EIT, respecting the “**proposal date**”.   If the contractor has not delivered a proposal to EIT by the “**proposal date**”, EIT may consider this as not respecting the requirements, and go back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Proposal submitted or cascade mechanism activated. |
| Fault | Not respecting the “**proposal date**”. |

Step 6: offer acceptance

|  |  |
| --- | --- |
| What  Step 6  QTM | * EIT can ask the Contractor for clarifications about his proposal, but the Contractor cannot make a new proposal.   If EIT accepts the proposal, EIT informs the Contractor that the proposal is accepted and is to be regarded as the basis for Specific Contract(s).  If EIT does not accept the proposal, EIT informs the Contractor with justification that the offer cannot be accepted and goes back to Step 2. |
| Parties involved | Contractor   * EIT |
| Result | Proposal accepted or cascade mechanism activated. |
| Fault | None. |

Step 7: Finalisation of the offer

|  |  |
| --- | --- |
| What  Step 7  QTM | * The Contractor sends (normally within 10 working days) a formal offer in conformity with the proposal that has been accepted by the EIT (or confirms his proposal). The contractor indicates the period of validity of the offer.   If the Contractor doesn't send the formal offer (or the confirmation) on time EIT can extend the delay or decide to activate the cascade going back to step 2. |
| Parties involved | Contractor  EIT |
| Result | Formal offer (or cascade mechanism activated) |
| Fault | No formal offer sent on time |

Step 8: Establishment of the Specific Contract

|  |  |
| --- | --- |
| What  Step 8  QTM | * The Specific Contract is established based on the formal offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information. |
| Parties involved | Contractor   * EIT |
| Result | Specific Contract signed. |
| Fault | Specific Contract not signed. |

Step 9: Execution of the Specific Contract

|  |  |
| --- | --- |
| What  Step 9  QTM | * The task(s) are carried out by as defined by the QTM working method:   The EIT provides the Contractor with a detailed description of a sub-task  The Contractor sent an offer for the execution of the sub-task  After agreement a sub-task form is signed by both parties  The sub-task is executed by the Contractor |
| Parties involved | Contractor   * EIT |
| Result | Successful completion of the sub-task(s). |
| Fault | The sub-tasks are not successfully completed |

Step 10: Acceptance

|  |  |
| --- | --- |
| What  Step 10  QTM | * The acceptance is based on the conformance of each sub-task delivered with the specifications |
| Parties involved | Contractor   * EIT |
| Result | Accepted sub-tasks are paid by the EIT after receipt of Contractor’s invoices. |
| Fault | * The sub-task(s) delivered don’t conform to the specifications |

# 

# Liquidated damages

Liquidated damages (LD), as defined in article II.15 of the General conditions of the draft framework contract (attached to the tender specifications), are applicable when the contractor fails to meet its contractual obligations.

In the case of Fixed Price projects, the AGENCY may claim the payment of liquidated damages in case the contractor fails to provide on time the deliverables conform to the specifications.

If a serious fault occurs (e.g. a candidate chosen on the basis of false information in the CV, no working contract conform with the legislation at the contract signature or serious misconduct of the staff) the AGENCY can impose liquidated damages up to 100% of the days performed by the concerned staff on the specific contract

# Reporting

The contractor shall provide monthly reports to the responsible service manager at the AGENCY, in the layout attached to the Specific Contracts.

The reports, containing complete and accurate information up to the end of the previous calendar month, shall be delivered at the latest on the 6th of the ongoing month.

The monthly report will include at least:

• A summary of the activities.

• Data on the request processing and specific contracts from the start of the framework contract.

• The risks identified and the problems encountered.

• Details on the calculation of the quality indicators (defined in chapter 14), their values for the month, and from the start of the contract or over the last 12-months period (whichever period is shorter).

# Service Meetings

The supplier should also be able to provide ad-hoc reports on explicit request by the AGENCY within 3 working days from the date the request was placed.

On request of the AGENCY or the contractor, follow-up meetings between the AGENCY’s service manager / contract manager and the contractor’s contract manager / contact person will take place at the AGENCY’s premise (in Budapest).

The meetings will be held every 2 months by default. These meetings will be organised by the Contractor .When necessary, special meetings on a particular subject related to the execution of the contract will be requested by the AGENCY or the contractor.

The contractor will deliver (draft) minutes of the meeting within 3 working days following the meeting. The AGENCY will have 3 working days to submit its comments, if any. In such case, the contractor will integrate the comments and submit a revised version within 3 working days. In case the AGENCY does not comment within the above timeframe, the minutes will be considered accepted.

# Risk and problem management

The contractor shall report any risk of technical nature that may compromise the delivery of the service. If the identified risks are of financial or contractual nature, the contractor shall report to the AGENCY IT service.

Examples of risks are:

* Lack of staff resources for the execution of the contract.
* Lack of correct infrastructure for the execution of the contract.
* Lack of security.
* Lack of knowledge or experience in specific domains.
* Contractual problems with partners or subcontractors.
* Change in the ownership or business activities of the company.
* Request not conform to the contract.
* Request procedure not followed.
* Non availability of the person at the start of the specific contact.
* Planned absence during the execution of the contract.
* Necessary replacement.
* Expected delivery delays.
* Necessary infrastructure not available.
* Sub-tasks not conform to the specific contract.

For each risk identified, the contractor shall inform the AGENCY of the strategy, actions or contingency plan he will put in place.

If a service management problem occurs (for example, no response to the requests, incorrect reporting, leaving of staff, delays in invoicing), the contractor shall report to the AGENCY about the measures he will put in place to solve the problem (including the delays). The AGENCY will monitor the progress made by the contractor.

# service level agreement

## Global service management quality indicator

This section describes the service quality metrics applicable to both lots of the call for tenders for the following processes. It also stipulates the associated liquidated damages.

* The **Contract Management process** (CMP) covers activities including the conformity with the SLA, the handling of contract follow-up meetings, the delivery of the minutes of such meetings, the delivery of reports, the processing of timesheets and invoices, and the training of the service providers by the contractor.
* The **Delivery Process** (DP) covers the time from the signature of a specific contract to the acceptance of the deliveries.

### Global service management quality indicator

A weight from 1 to 10 is given to each quality indicator. The global service management quality indicator (or GQI) is the weighted average of all specific indicators, i.e.

**GQI (**Lot X, Contractor Y**) = (Σ(value\*weight)/Σ(weight))**

The GQI is calculated over the quality indicators defined in all processes (i.e. CMP, OP and DP). The GQI value is re-calculated every month by the contractor, as part of the reporting obligations, since contract signature, or over the last 12 months (whichever period is shorter).

The minimum global acceptable quality value is the weighted average of the "minimum acceptable values" (i.e. MAV) of individual quality indicators, i.e.:

**GQI min (**Lot X, Contractor Y**) = (Σ(MAV\*weight)/Σ(weight))**

Example (in LOT1):

* For the indicator "CMP-1", MAV = 1.00 and weight = 4
* For the indicator "CMP-5", MAV = 0.90 and weight = 2

The following sections define what happens in case the minimum global acceptable quality value is not met by the contractor, both during and after contract phase-in.

### Service performance levels for Contract Management Process (CMP process)-ALL LOTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Quality indicator | Quality indicator  measurement | Minimum acceptable  value | Weight | Immediate action / Comments |
| CMP-1 | Number of meeting minutes sent within the deadlines / Total number of contract follow-up meetings | 90% | 4 | The AGENCY can impose liquidated damages of 300 eur per day of delay in the delivery of the minutes of contract follow-up meetings |
| CMP-2  Conformance of monthly reports | Number of conform reports / Total number of reports | 90% | 5 | The AGENCY can impose liquidated damages of 500 eur per monthly report found to be non-conform |
| CMP-3  Delays for processing timesheets | (Number of paper based or electronic timesheets duly completed for month "M-1" before the fourth working day of month "M")/(Total number of paper based or electronic timesheets due for month "M-1") | 95% | 10 | The AGENCY can impose liquidated damages of 50 eur per day of delay for a timesheet |
| CMP-4  Invoicing accuracy | (Number of correct invoices received)/(Total number of invoices received) | 100% | 10 | The AGENCY can claim liquidated damages of 1.000 eur per incorrect invoice submitted to the AGENCY in the period 1 October – 31 December of any calendar year. |
| CMP-5  Invoicing delay  (an invoice will be considered delayed if received by the requesting entity more than 15 workings days after contractor being notified that all timesheets for work during the invoicing period have been approved by the  requesting entity  (T&M and PTM)/  after signature of Task  Acceptance Form by  the Requesting entity's  OVA (FP) / after  signature of the  Certificate of  Conformity by the  Requesting entity's  OVA (QTM) | (Number of invoices received)/(Total number of invoices due) | 90% | 4 | The AGENCY can impose liquidated damages of 500 eur per delayed invoice |

### Service performance levels for Delivery Process (DP process) – ALL LOTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Quality indicator | Quality indicator  measurement | Minimum acceptable  value | Weight | Immediate action / Comments |
| CMP-1 | Number of meeting minutes sent within the deadlines / Total number of contract follow-up meetings | 90% | 4 | The AGENCY can impose liquidated damages of 300€ per day of delay in the delivery of the minutes of contract follow-up meetings |
| CMP-2  Conformance of monthly reports | Number of conform reports / Total number of reports | 90% | 5 | The AGENCY can impose liquidated damages of 500€ per monthly report found to be non-conform |
| CMP-3  Delays for processing timesheets | (Number of paper based or electronic timesheets duly completed for month "M-1" before the fourth working day of month "M")/(Total number of paper based or electronic timesheets due for month "M-1") | 95% | 10 | The AGENCY can impose liquidated damages of 50€ per day of delay for a timesheet |
| CMP-4  Invoicing accuracy | (Number of correct invoices received)/(Total number of invoices received) | 100% | 10 | The AGENCY can claim liquidated damages of 1.000€ per incorrect invoice submitted to the AGENCY in the period 1 October – 31 December of any calendar year. |
| CMP-5  Invoicing delay  (an invoice will be considered delayed if received by the requesting entity more than 15 workings days after contractor being notified that all timesheets for work during the invoicing period have been approved by the requesting entity (T&M and PTM)/ after signature of Task Acceptance Form by the Requesting entity's OVA (FP) / after signature of the Certificate of Conformity by the Requesting entity's OVA (QTM) | (Number of invoices received)/(Total number of invoices due) | 90% | 4 | The AGENCY can impose liquidated damages of 500€ per delayed invoice |

## IT Service Desk (SD process)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Priority | Description | 1st level support | 2nd level support | Max. Response time | Max. Resolution time[[2]](#footnote-3) |
| Critical | A service in usage by external stakeholder (KIC, Future KIC, Public) is not available or the AGENCY Infrastructure is under Hacking attack or severely exposed to it. | = NA = directly escalated to second level | Support provided by the Application / System Specialist with the highest profile necessary. When necessary with 24/7 service | 30m | 4h |
| High | Blocking issue or program error, one of the main functionalities of the application system cannot be used or the consistency of the data can be compromised if the system/application run. | = NA = directly escalated to second level | Support provided by the Application / System Specialist with the highest profile necessary. Usually performed within the extended working hours | 1h | 6h |
| Normal | Major issue, one of the main functionalities of the application can be used only with using a workaround **or**  it’s a blocking issue but it does not block the main functionality of the application **or**  is a minor issue but affects a business critical task (acknowledged by the AGENCY IT) | Support provided by the IS on duty at AGENCY premise during the Working hours or by a junior specialist profile when necessary. | Support provided by the Application / System Specialist with the profile necessary If the 1st level is not able to perform the corrective measures. Usually performed within standard hours | 3h | 2 days |
| Low | Minor or cosmetics issue, does not affect the usage of the application or system seriously **or**  it’s a major issue but it does not affect the main functionality of the application and workaround exists | Support provided by the IS on duty at the AGENCY premise during the Working hours or by a junior specialist profile when necessary from remote. | Support provided by the Application / System Specialist with the profile necessary if the 1st level is not able to perform the corrective measures. Usually performed within standard hours | 6h | 3 days |

The Service Desk shall classify according to priorities and handled according to the rules reported in the above Service Desk SLA table.

**Service Desk KPIs**

The below table indicates the KPIs (key performance indicators) for the Service Desk based on the ticket priority:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Ticket Priority | Critical | High | Normal | Low |
|  |  |  |  |  |
| 90% tickets assigned within | 30m | 1h | 3h | 8h |
| 90% tickets solved within | 4h | 6h | 2d | 3d |

# attachments

The following documents are attached.

(1) Request Form and Extension form – for T&M, FP and QTM requests -illustrative templates

(2) Offer Acceptance / Refusal Form illustrative templates

(3) Monthly progress report

(4) Declaration of confidentiality

(5) Code of Conduct for Contractors, to which is annexed Code of Conduct for Consultants (Code of Conduct for Consultants shall be attached to each proposed CV at the level of specific requests, if so required by the requesting entity)

(6) Letter of intent from a freelancer (to be attached to each proposed freelancer CV at the level of specific requests)

(7) IPR declarations

Note that all forms are indicative and can be modified during the execution of the framework contract. In particular the eRequest application will provide the same information with a different layout.

1. Request Form and extension forms for tm, fp and qtm assignments

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | **REQUEST FORM**  **Time & Means (TM)**  Title of the service: | | | | |
| Request Form ID | | | | …………………. | | | |
| Framework Contract N° | | | | ……………..……. | | | |
| Lot N° | | | | …………….. | | | |
|  | | | |  | | | |
| TNTo | Contractor: ……………..  Contact person: ………….. | | | | Phone n°: ……………..  email: ………………….. | | |
|  |  | | | | | |  |
| Description of required service  *(*reference to attached Technical Annex):  **Subject**: ………………………………………  General requirements / information: ………………………………………………………………………  **Profile:** …………………. **N° of days**: .…  🞎 Normal **or** 🞎 level … with specific expertise in ………………………..  **Profile:** …………………. **N° of days**: .…  🞎 Normal **or** 🞎 level … with specific expertise in ………………………..  Expected start date: ……………..  Place of delivery: …………………  (Budapest) | | | | | | | |
| Y/N date : | | | | | | …………….. (dd/mm/yy) | |
| Proposal date (candidate list date) : | | | | | | …………….. (dd/mm/yy) | |
|  | | | | | |  | |
| * + - From | | AGENCY: ……………..  Contact person: ……………..  Signature: …………….. | | | | Phone n°: ……………..  email :………………….  Date: …………….. | |

We wish to remind you that this Request Form does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.



|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | **REQUEST FORM**  **Quoted Time & Means (QTM)**  Title of the service: | | | | | |
| * Request Form ID | | | | …………………. | | | | |
| Framework Contract N° | | | | ……………..……. | | | | |
| Lot N° | | | | …………….. | | | | |
|  | | | |  | | | | |
| * + - To | Contractor: ……………..  Contact person: ………….. | | | | Phone n°: ……………..  email: ………………….. | | | |
|  |  | | | | | |  | |
| Description of required service  *(*reference to attached Technical Annex):  **Subject**: ………………………………………  General requirements / information: ………………………………………………………………………  Total number of days (mandatory): ………  **Profile(s)** (optional):  **Profile:** …………………. **N° of days**: .…  🞎 Normal **or** 🞎 level … with specific expertise in ………………………..  **Profile:** …………………. **N° of days**: .…  🞎 Normal **or** 🞎 level … with specific expertise in ………………………..  Expected start date: ……………..  **Place of delivery**: ……………….... (Budapest) | | | | | | | | |
| Y/N date : | | | | | | …………….. (dd/mm/yy) | | |
| Proposal date : | | | | | | …………….. (dd/mm/yy) | | |
|  | | | | | | | |  |
| * + - From | | AGENCY ……………..  Contact person: ……………..  Signature: …………….. | | | | Phone n°: ……………..  email :………………….  Date : …………….. | | |

We wish to remind you that this Request Form does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | **REQUEST FORM**  **Fixed Price (FP)**  Title of the service: | | | | | |
| Request Form ID | | | | * + - …………………. | | | | |
| Framework Contract N° | | | | * + - …………….. ……. | | | | |
| Lot N° | | | | * + - …………….. | | | | |
|  | | | |  | | | | |
| To | Contractor: ……………..  Contact person: ………….. | | | | Phone n°: ……………..  email: ………………….. | | | |
|  |  | | | | | |  | |
| Description of required service  *(*reference to attached Technical Annex):  **Subject**: ………………………………………  **General requirements / information: ………………………………………………………………………**  **Expected start date: ……………..**  **Delay for delivery (e.g. in weeks): ……………..**  **Place of delivery: ……………..**  (Budapest) | | | | | | | | |
| **Y/N date :** | | | | | | | | …………….. (dd/mm/yy) |
| **Expected proposal date (optional) :** | | | | | | | | …………….. (dd/mm/yy) |
|  | | | | | | | |  |
| From | | AGENCY: ……………..  Contact person: ……………..  Signature: …………….. | | | | Phone n°: ……………..  email :………………….  Date : …………….. | | |

We wish to remind you that this Request Form does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | **EXTENSION FORM  Time & Means (TM)** | | | |
| Extension of Specific Contract Nr: | | | | ……… | | |
| Extension Nr (1, 2, 3 etc.): | | | | ……… | | |
| Framework Contract N°: | | | | ……… | | |
| Lot N°: | | | | ……… | | |
| Initial Request ID: | | | | ……… | | |
| Name of the person : | | | | ……….. | | |
| * + - To | Contractor:  Contact person: | | | | Phone n°:    Email: | |
| Description of the extension  Number of days on the new Specific Contract : **… days**  To specify :  - New technical annex (in line with the initial request) or  - The terms are those specified in the initial request form and are therefore not subject to modification. | | | | | | |
| Remaining days before the current extension | | | | | | ………. |
| Send your offer before : | | | | | | ………. |
| * + - From | | AGENCY: ……………………..  Contact person: …………..  Signature: ………………… | | | | Phone n°: ……………………  Email: ………………………..  Date (dd/mm/yy): ………….. |

We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | **EXTENSION FORM**  **Quoted Time & Means (QTM)** | | | |
| Extension of Specific Contract Nr: | | | | ……… | | |
| Extension Nr (1, 2, 3 etc.): | | | | ……… | | |
| Framework Contract N°: | | | | ……… | | |
| Lot N°: | | | | ……… | | |
| Initial Request ID: | | | | ……… | | |
| * + - To | Contractor: …………………….  Contact person: ……………... | | | | Phone n°:……………..  FAX n°:……………….  Email: ………………… | |
| * Description of the extension   Contents:  ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….  Profile(s):  Profile/Activity: ….……………..…… expertise/level: .....…….. Days: …..  Profile/Activity: ….……………..…… expertise/level: .....…….. Days: …..  Profile/Activity: ….……………..…… expertise/level: .....…….. Days: …..  To specify :  - New technical annex (in line with the initial request) or  - The terms are those specified in the initial request form and are therefore not subject to modification. | | | | | | |
| Send your offer before : | | | | | | ………. |
| * + - From | | AGENCY: …………………………..  Contact person: ………………..  Signature: ……………………… | | | | Phone n°: ……………………  Email:…………………………  Date (dd/mm/yy): ………….. |



We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | **EXTENSION FORM**  **Fixed Price (FP)** | | | |
| Extension of Specific Contract Nr: | | | | ……… | | |
| Extension Nr (1, 2, 3 etc.): | | | | ……… | | |
| Framework Contract N°: | | | | ……… | | |
| Lot N°: | | | | ……… | | |
| Initial Request ID: | | | | ……… | | |
|  | | | |  | | |
| * + - To | Contractor:  Contact person: | | | | Phone n°:  Email: | |
|  |  | | | |  | |
| Description of the extension  Contents: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………  To specify :  - New technical annex (in line with the initial request) or  - The terms are those specified in the initial request form and are therefore not subject to modification. | | | | | | |
| Send your offer before : | | | | | | ………. |
|  | | | | | |  |
| * + - From | | AGENCY: …………………………..  Contact person: ………………..  Signature: ………………………. | | | | Phone n°: …………………..  Email:………………………..  Date (dd/mm/yy): ………….. |

We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.

1. offer Acceptance / Refusal Form illustrative templates



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | * **PROPOSAL ACCEPTANCE / REFUSAL** | | |
| Request Form ID | | | * + - …………….. | |
| Framework Contract N° | | | * + - …………….. | |
| Lot N° | | | * + - …………….. | |
| Your proposal reference | | | * + - …………….. | |
| To | Contractor: ……………………….  Contact person: ………………… | | | Phone n°: ……………..  Email:…………………… |
| Your offer is | 🞏 Accepted and will be used for the establishment of a Specific Contract  (for a T&M mention the name and the number of days)  Comments:  ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..  Please send your formal offer before …………… | | | |
| 🞏 Refused, for following reasons (reference to document attached):  ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..……………………………………………………………………………………………………………………………………………………………………… | | | |
| From | AGENCY: …………………………..  Contact person: ………………..  Signature: ……………………… | | | Phone n°: …………………..  Email:………………………..  Date (dd/mm/yy): ………….. |

We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the AGENCY, has been received by you.

1. monthly report forms



**VALIDATION OF WORK PERFORMED**

**FOR SPECIFIC CONTRACT No xx UNDER FRAMEWORK CONTRACT No 02/2018/OP/EITPROC/LotX**

|  |
| --- |
| ***Original document - duly signed - to be attached to the invoice*** |

**DESCRIPTION OF DELIVERABLES (*To be filled in by the Contractor)***

|  |
| --- |
| **Period of the deliverables:** |
| **Responsible person at Aagency:** |
| **Description of deliverables**: See attached table |
| **Next steps:** |
| **Date and signature:** |

**RECEIPT OF DELIVERABLES *(To be filled in by the AGENCY)***

|  |  |
| --- | --- |
| **Official responsible for acceptance**  **(in block capitals) : OIA (\*)** |  |
| **Date and signature** |  |
| **Official responsible for final validation**  **(in block capitals) : OVA (\*)** |  |
| **Date and signature** |  |

**(\*)OIA :** The AGENCY’s responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent) for the EIT.

**OVA** : The AGENCY’s responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent) for the EIT.

Description of Deliverables

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Name** | **Role** | **IT system** | **Description** | **Hrs wkd** | **Signature** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Hours worked** | | | | |  |  |
| **Days to invoice (1d=7:30)** | | | | |  |  |

Profiles Consumption (days)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **AR** | **BA** | **IS** | **NS** | **PM** | **SAP** | **TE** |
| Contracted |  |  |  |  |  |  |  |
| Initial Balance |  |  |  |  |  |  |  |
| Monthly consumption |  |  |  |  |  |  |  |
| **Balance days** |  |  |  |  |  |  |  |

1. declaration of confidentiality and protection of personal data

**DECLARATION OF CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

This declaration concerns the processing of confidential information and personal data during the implementation of Framework Contract 02/2018/OP/EITPROC for the provision of IT related services (FWC).

I, the undersigned, …………………………………………………………………………………………………………………..(name), employee or consultant of the contractor …………………………………………………………………………………(name of company),

read and fully understand

the obligations stated in point 5.10.1 and 5.10.2 of the Service Level Requirements concerning the processing of confidential information and the processing of personal data, and undertake to ensure compliance during the implementation of my tasks and responsibilities for the AGENCY assignments under the FWC.

Signed by:

Name

Company name:

Function

Date

1. code of conduct for contractors

Code of conduct for contractors

**1. Purpose and scope of this document**

This Code of Conduct lays down general guidelines about the high standards of ethical behaviour that the AGENCY expects from its Contractors. These guidelines do not replace the Contractors' strict obligations under the terms of the Framework Contract and the applicable law, but, rather, they supplement and clarify those obligations as appropriate.

Contractors are also expected to ensure that their Subcontractors, if any, are aware of, and abide by, these guidelines.

It should be borne in mind that the guidelines laid down below do not necessarily have the same begin and end dates as the Framework Contract itself. In particular, some guidelines are appropriate for the phase-in and/or phase-out stages of a Framework Contract, irrespective of whether the latter has already been signed and/or has already expired.

**2. Definitions**

In the context of this document:

* "Contractor" refers to a sole contractor, to a consortium or to each member of a consortium (as well as, by extension and when appropriate, to Subcontractors).
* "Staff" refers to individuals who are employed by (or work as freelancers for) a Contractor

**3. Guidelines for the conduct of the Contractor in relation to its Staff**

3.1. Staff in general

* The Contractor shall not act in such a way that the continuity of the hierarchical link between itself and its Staff may be called into question.
* The Contractor shall ensure that members of its Staff do not convey the impression that they are employed by the AGENCY, or that they are authorised to represent the Commission.
* The Contractor shall refrain from asking those members of its Staff allocated to full-time assignments under the Framework Contract to perform other tasks.

3.2. Additional guidelines for Staff working on the AGENCY's premises

* The Contractor shall ensure that all members of its Staff working on AGENCY premises read, understand and are aware of the guidelines laid down in the "Annex Code of Conduct for Consultants" attached to the present document. It shall take all measures deemed appropriate to ensure that its Staff does in fact follow those guidelines. If requested by the Commission, the Contractor shall require those members of its Staff working on AGENCY premises to sign a copy of the above-mentioned Annex and provide the AGENCY with the signed copy.
* The Contractor shall pay special attention to the respect by its Staff of any safety and security requirements and procedures laid down by the AGENCY.

**4. Guidelines for the conduct of the Contractor in relation to the AGENCY and the AGENCY 's staff**

* The Contractor shall not seek to obtain financial, contractual, commercial or other sensitive information which is not necessary for performing the Framework Contract. If —for whatever reason— such information is in fact obtained, the Contractor shall refrain from using or disclosing it, unless the AGENCY explicitly authorises it to do so. The above does not apply to information which is already publicly available.
* The Contractor shall not exert any pressure on AGENCY officials. In particular, it shall not seek to obtain any information on on-going or forthcoming procurement procedures which is not already in the public domain.
* The Contractor shall refrain from making any gifts or offers of hospitality to AGENCY officials.

**5. Guidelines for the Contractor in relation to its competitors**

The Contractor's competitors are likely to include other AGENCY contractors as well as (prospective) tenderers in procurement procedures run, or to be run, by the AGENCY. The AGENCY will not interfere with the Contractor's dealings with these, or indeed any other, competitors.

The AGENCY does, however, expect the Contractor to abide by a very high standard of professional deontology, guided by the principle of fair competition. In particular, the Contractor should at all times be courteous, show restraint and avoid any form of competitor-bashing and harassment.

**6. Guidelines in relation to personal data**

Should the implementation of the tasks under the FWC require the processing of personal data, the Contractor shall ensure compliance with point 5.10.1 and 5.10.2 of the Service Level Requirements concerning the processing of confidential information and the processing of personal data.

***Annex: Code of Conduct for Consultants , and Declaration of confidentiality***

Code of conduct for consultants

TO BE FILLED IN AND TO BE SIGNED BY THE CONSULTANT

Definitions

In the context of this document:

"Contractor" refers to a sole contractor, to a consortium or to each member of a consortium (as well as, by extension and when appropriate, to Subcontractors).

"Staff" refers to individuals who are employed by (or work as freelancers for) a Contractor

I, the undersigned, …………………………………….…………..…… ,

Employee / freelancer of the company: ……………………........................................

Declare my awareness and agreement with the following guidelines:

Employer / Hierarchical link

* Consultants are employed by the Contractor, not by the AGENCY. Accordingly, any matters directly related to the hierarchical link (career development, supervision of work quality, planning of leaves, etc.) must be dealt with the Contractor, not with the AGENCY.
* In addition, Consultants must not, under any circumstances, convey the impression that they are employed by the AGENCY, or that they are authorised to represent the Commission. In particular, when signing documents or e-mails, or whenever their name appears in a document related to their work for the AGENCY, clear reference must be made to the fact that they work for the Contractor. The AGENCY can issue more detailed instructions to this end.
* Relations with the AGENCY and with AGENCY staff
* Consultants shall not seek to obtain financial, contractual, commercial or other sensitive information which is not necessary for performing the Framework Contract. If —for whatever reason— such information is in fact obtained, they shall refrain from using or disclosing it, unless the AGENCY explicitly authorises them to do so. The above does not apply to information which is already publicly available.
* Consultants shall not exert any pressure on AGENCY officials. In particular, they shall not seek to obtain any information on on-going or forthcoming procurement procedures which is not already in the public domain.
* Consultants shall refrain from making any gifts or offers of hospitality to AGENCY officials.
* Safety and security
* Consultants must follow all safety and security requirements and procedures laid down by the AGENCY, in particular (but not limited to) the following:
* When on AGENCY premises, Consultants shall wear at all times the access card issued to them by the relevant Commission services.
* Consultants must not jeopardise the security, integrity and/or confidentiality of the AGENCY 's information systems and/or data.
* Consultants may not bring in, or let in, any unauthorised person to AGENCY premises.
* When, at the AGENCY 's discretion, Consultants are entitled to use the parking lots available in AGENCY buildings, they must respect strictly the applicable rules and regulations. Failure to do so will result in the removal of the authorisation.
* When appropriate, Consultants must respect the confidentiality of safety and security requirements and procedures.
* Use of equipment and infrastructure
* Consultants must ensure that the equipment and infrastructure provided to them by the AGENCY remains in good working order and report any incidents to this effect. Use of this equipment and infrastructure, including software and access to information systems, must be limited to professional purposes related to the performance of contractual obligations.
* However, use of standard computer equipment (including e-mail and Internet access) and fixed telephones for private purposes is tolerated under the same conditions as for AGENCY staff, i.e. (in summary) as long as such use (i) is on a purely occasional basis and does not amount to extensive use; and (ii) is not for illegal or irregular purposes, in any way that might disrupt the functioning of the service itself or in any manner contrary to the interests of the AGENCY.
* Conduct at work
* When on AGENCY premises, Consultants must not perform any professional tasks which are not linked to the Framework Contract.
* Consultants must be aware that the AGENCY reserves the right to check the accuracy of any declarations about presence at the workplace, and to undertake corrective actions whenever necessary.
* Consultants are strongly expected to adopt an eco-friendly behaviour in AGENCY buildings. This includes, for instance, printing on both sides of the paper, switching off the lights and other equipment, using appropriate bins for waste recycling, etc.

Signed in ……….., on (day/month/year): ……/……/

1. letter of intent from freelancer as subcontractor

Letter of intent from a freelancer as subcontractor of the AGENCY

Under initial / extension request for services No……

*NB: a) In case of Initial requests, this document has to be filled in and submitted along with the CV of each proposed freelancer/one-person company representative;*

*b) In case of Extension requests, this document has to be filled-in and submitted only in the following cases: b.1) in case of replacement of the service provider and only if the proposed replacement is a freelancer/one-person company representative; in the latter case, the Letter of Intent (LoI) has to be filled-in to reply to each extension request, even where no further replacements are made; and b.2) in case of change of the status of the service provider from permanent employee of the contractor or its subcontractors to a freelancer/one-person company.*

*c) In case of replacement of a service provider during the period of implementation of a specific contract this document has to be filled in and submitted in all cases (including in the case of replacement of replacements), along with the CV of each proposed replacement expert who is a freelancer/ one-person company representative.*

I, the undersigned, hereby declare that I agree to participate exclusively with the framework contractor < name > in the above-mentioned request for services for the framework contract consultation.

I further declare that I am able and willing to work < > person-days within the overall execution period from < >, to < >, as foreseen in the Technical annex attached to the above referenced initial/extension request for the position for which my CV has been included in the offer of the framework contractor mentioned above.

I confirm that I do not have a confirmed engagement2 as expert in another EU-funded project, or any other professional activity incompatible in terms of capacity and timing with the above engagements and that I shall avoid such conflicting assignments. Should any such conflict seem probable, I shall notify without delay the respective contractor. I will not charge the same working day to more than one project.

By making this declaration, I understand that I am not allowed to present myself with another framework contractor consulted for the above mentioned request and version. I am fully aware that if I do so, I will be excluded from this consultation, the offers may be rejected and I may also be subject to exclusion from other tender procedures and contracts funded by the EU.

Furthermore, should this offer be accepted, I am fully aware that:

a) if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, the notification of award of the specific contract to the framework contractor may be rendered null and void;

b) this unavailability may be recorded in an internal data base of the AGENCY. I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, I may be subject to exclusion from other tender procedures and contracts funded by the European Union.

I declare also that I am fully aware of my rights and obligations having read and understood the contractual provisions governing the implementation of the Framework contract under which my CV is proposed.

I also declare that, in case my CV is accepted under the above Request, I will sign a resulting contract with the framework contractor or any of its consortium members in my capacity as (delete all irrelevant options)

* an individual (self-employed natural person);
* a representative of a company (legal person) having at the date of signature of the present declaration):
* Only one owner/administrator who is also the only active person (employee or not) providing IT services in that company;
* Several company owners or administrators, but in which only one person (employee or not) is active in providing IT services;
* One or several company owners/administrators, in which maximum two persons (employees or not) with family ties are active in providing IT services.

Should I be requested by the AGENCY, I commit to provide any document (including one issued by an independent third-party, like Office for Social Security, National Revenue Service, etc.) evidencing the above capacity.

Name

Signature

Date

1. IPR declarations

**Annex – Declaration on the list of pre-existing rights**

***(This annex is compulsory for all service contracts)***

I, [*insert name of the authorised representative of the contractor*] representing [*insert name of the contractor*] (‘the contractor’), party to the [framework] [specific] contract [*insert title and number*] [*option 1:* warrant that the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results do not contain any pre-existing rights to the results or parts of the results or to pre-existing materials as defined in the above-mentioned contract.] [*option 2:* warrant that the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results contain the following pre-existing rights:]

**Please fill in the table – one line per pre-existing right**

|  |  |  |  |
| --- | --- | --- | --- |
| **Result concerned** | **Pre-existing material concerned** | **Rights to pre-existing material** | **Identification of rights’ holder** |
|  |  |  |  |
|  |  |  |  |

**Annex - Statement of contractor concerning rights to delivered results**

***(Use of this annex is optional and guarantees the chain of transfers of rights on the contractor’s side)***

I, [*insert name of the authorised representative of the contractor*] representing [*insert name of the contractor*], party to the [framework] [specific] contract [*insert title and number*] (‘the contractor’) warrant that the contractorholds all rights to the delivered results listed below [*insert titles and description of relevant results*].

The above-mentioned results were prepared by [*insert names of creators*]. The creators transferred all their relevant rights to the results to [the contractor] [*insert name of the rights holder*] through [an agreement] [an employment contract] [a relevant extract of] which is attached to this statement.

The creators [received all their remuneration on [*insert date*]] [will receive all their remuneration as agreed within [*complete*] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature

**Annex – Statement by the creator (or right holder)**

**Concerning [*insert* *name of the relevant result*] delivered as part of the [framework] [specific] contract [*insert title and number*]   
concluded between the contracting authority and [*name of the contractor*]**

***(Use of this annex is optional and guarantees that the creator agrees to transfer of rights)***

I the undersigned [*insert name of the creator or authorised representative of the right holder*] [representing[*insert name of the right holder*]]declare that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name of other right holder*]].

I am aware of the above [framework] [specific] contract, especially Articles [I.10 and II.13] concerning intellectual property rights and exploitation of the results and I confirm that I transferred all the relevant rights to [*insert name of contractor or other intermediary right holder*].

I declare that [I have received full remuneration] [I agreed to receive remuneration by [*insert date*]].

[As creator, I also confirm that I do not object to the following:

1. that my name be mentioned or not mentioned when the results are presented to the public;
2. that the results be divulged or not after they have been delivered in their final version to the contracting authority;
3. that the results be adapted, provided that this is done in a manner which is not prejudicial to my honour or reputation.]

Date, place, signature

1. Regulation (EU) 2016/676 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC [↑](#footnote-ref-2)
2. The resolution time assumes that the incident can be fixed only by using 1st and 2nd level support resources. In case a 3th party action is needed (waiting for more information, hardware needs replacement, etc), this time is not accounted to the IT helpdesk service. [↑](#footnote-ref-3)