



## **EASO/2013/101**

**Framework contract**

**for the “Country of Origin Information” (COI) Portal**

**Open procurement procedure  
Specifications and model contract**

**Contract notice: OJ 2013/S 096-162713**

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## 1. THE SERVICES/SUPPLIES (TECHNICAL SPECIFICATIONS)

### 1.1. PROJECT DEFINITION AND SCOPE

The main objective of the Common “Country of Origin Information” (COI) Portal<sup>1</sup> is to establish a restricted access and single entry point for various COI sources, for EU national asylum administrations (including Associate countries asylum administrations).

The COI Portal allows both for the connection of remote national COI databases (the so-called “External Repositories”) and the storage of COI (the so-called “Upload Area”). Currently, four national COI databases are connected live, and two more are expected to connect in the next few months. EU national asylum administrations are currently using their dedicated national Upload Areas to store COI.

Once inside the COI Portal, users can search (using the Simple or Advanced Search functions) across the connected COI databases and the Upload Area and retrieve relevant information. Users can also discuss COI topics through a Forum and be informed of new uploads and additions to the “News Section” through the “Notification Area”.

### 1.2. DESCRIPTION OF CURRENT IMPLEMENTATION

#### 1.2.1. General overview

The COI Portal is running on a Web Application Server (Oracle WebLogic Server) connected to a Database Server (Oracle). Besides the application, an e-mail Server is connected to the Application Server in order to send e-mails through the system.

The modules are accessible for different type of users (profiles). Once authenticated, the users have access to all the functionalities but they are only able to perform certain actions according to their role.

As the “core” functionalities are accessible for all the users and it requires very little configuration management, the website will include all the functional requirements into a single module.

#### 1.2.2. Technologies used for implementation

- ✓ J2EE n-tier model / MVC / Struts
- ✓ Oracle 11g
- ✓ Weblogic 10.3
- ✓ Autonomy Idol 7.5.3, see also <http://www.autonomy.com/content/Products/products-idol-server/index.en.html>
- ✓ ECAS, see also <https://webgate.ec.europa.eu/cas/help.html>.
- ✓ RedMINE\* - ticketing system at contractors premises

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<sup>1</sup> For simplification purpose, in the document, the “Common COI Portal” will also be referred to as « the COI Portal ».

### *1.2.3. Expected workload*

- ✓ Number of expected collections: 1 per stakeholder
- ✓ Max number of documents: Approximately 1 000 000
- ✓ Collections size: 10 GB
- ✓ Update frequency: Once a day
- ✓ Estimated number of concurrent users: 35
- ✓ Number of consultations per day:
  - In normal period : about 2 000
  - In peak season : about 10 000

### *1.2.4. Application modules which support all the systems*

#### 1.2.4.1. User authentication and authorisation (user access control)

The user authorization system supported by the European Commission is called ECAS (European Commission Authentication Service). The COI Portal will make use of the ECAS client to request authorization to the ECAS server, hosted by the Directorate General (DG) for Informatics (DG-DIGIT). Once logged in, ECAS will check if the user has access permissions to get into the COI Portal.

#### 1.2.4.2. Search Engine

This is a core component of the COI Portal. It enables the users to make efficient searches for COI. For this module, the COI Portal uses Autonomy Idol as the Search Engine.

#### 1.2.4.3. Upload Area

For the Document Management System in the Upload Area, the option selected is Oracle Database. This component provides all the functionalities required to upload and manage documents.

#### 1.2.4.4. Forum

This is a section where the user has the possibility to do three different actions:

- Participate in the forum (JForum application);
- Send emails to one or more stakeholders ("Send a question to Member State"/currently not active).

#### 1.2.4.5. News section

This is a section in which the users can consult the most recent news on COI and EASO.

#### 1.2.4.6. Connection between the COI Portal and remote COI systems over Internet

This module allows the connection between the COI Portal and remote COI systems over Internet. Therefore four Web Services are available for the following purposes:

- To retrieve the document selected by the user;
- To retrieve the list of updated documents;
- To retrieve the metadata of each document;
- To check if the COI Participant Systems are working (ping).

#### 1.2.4.7. Administration

A module is available for the maintenance of the Users, Profiles and External repositories.

#### *1.2.5. Technical compliance*

- ✓ JSP pages have developed with strict compliance of the Information Providers Guide (IPG) for the publication in EUROPA.
- ✓ The COI Portal is operating under Webgate (secure connection) but nevertheless the IPG guidelines will be closely followed.
- ✓ This module complies with the WAI 2.0 rules for accessibility (AA-level).

#### *1.2.6. User profiles*

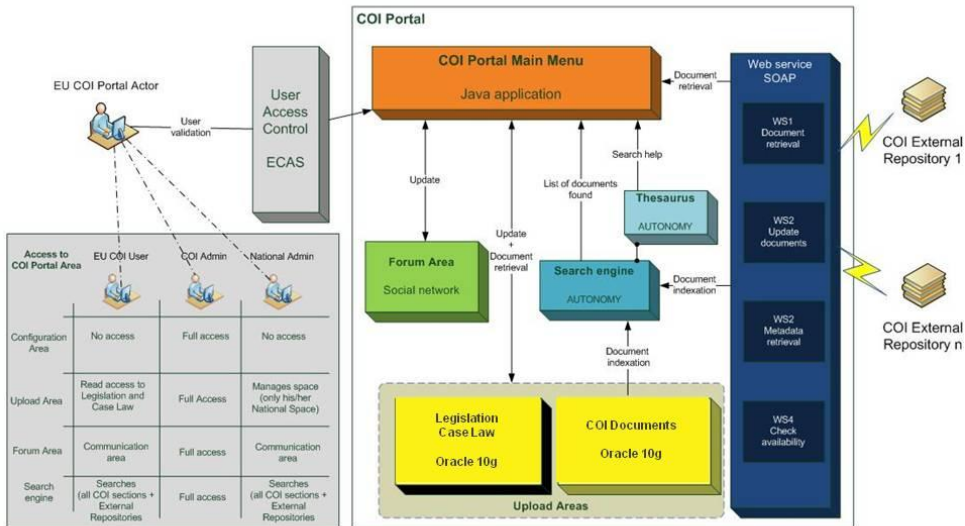
The COI Portal website supports the following user profiles:

- COI Administrator: user responsible for the administration of the system (Users Management);
- COI National Provider: user designated by a Member State to upload documents/information to the common Upload Area;
- COI Specialist and first instance asylum status determination decision maker: user capable to consult documents labelled as "public", "public - limited access" and see title of documents classified as "confidential / restricted";
- COI General User: other general users designated by a MS as requiring access on account of his/her functions (e. g., appeal court/tribunal members or staff, officials with asylum-related competences, etc.). They are authorised to consult documents labelled as "public".

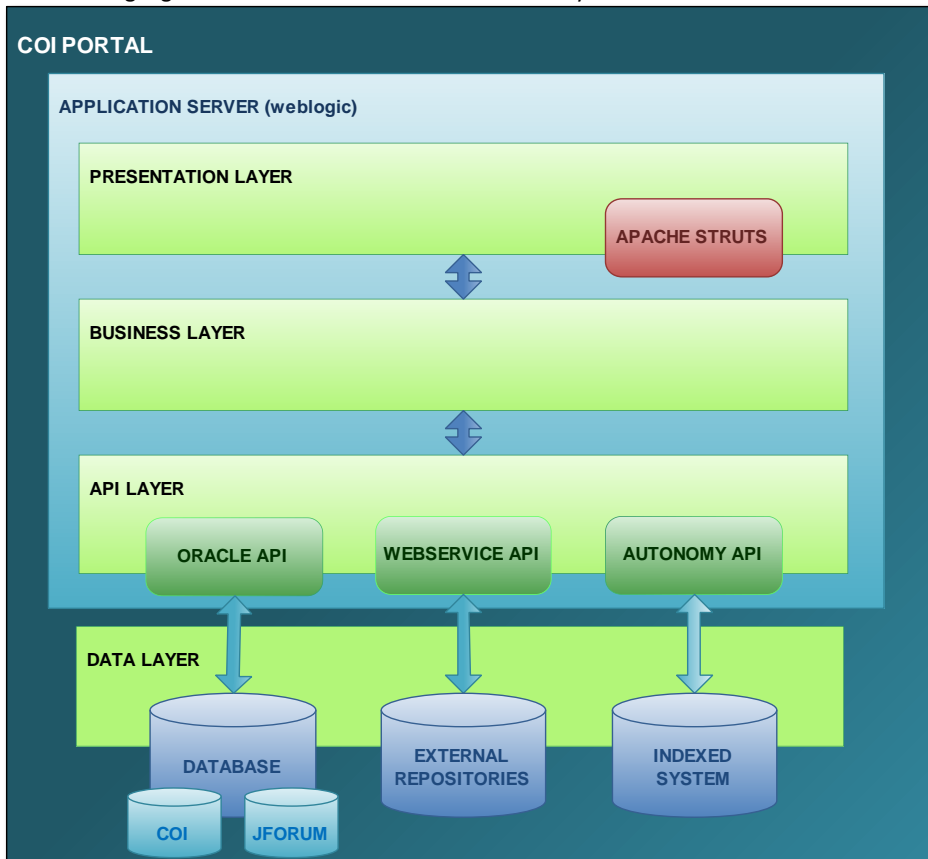
#### *1.2.7. System overview (general architecture)*

The following high level schema of the system architecture indicates the structure of the COI Portal, authentication process, user rights (profiles) and its interoperability with other external systems.

## COI Common Portal: Architectural view



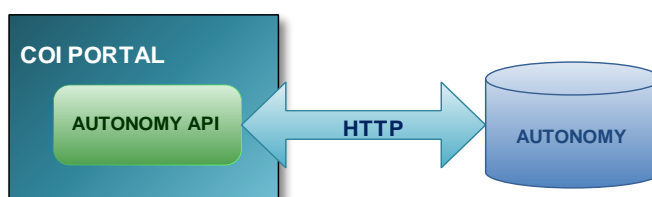
The following high level schema of the COI Portal multi-layer architecture:



The COI Portal was developed using a multi-layer architecture, specifically a **four-layered architecture**:

- **Presentation Layer:** This is the topmost level of the application. This layer defines the interaction between users and the application and it is implemented using Apache Struts. Apache Struts is a java web development framework which implements the MVC (Model-View-Controller) model, aimed to obtain very modular applications, with a complete layer separation.
- **Business Layer:** The responsibility of this layer is to carry out the main processes of the system. Business Layer interacts with the Presentation Layer to obtain user requests and to show them relevant results. It also interacts with the Data Layer (specifically through the API Layer) to store and recover information from the data stores.
- **API Layer:** This layer implements the API's (Application programming interface) to interact with the different data repositories.
- **Data Layer:** This layer stores data. In particular, in the COI Portal, there are three different types of data stores:
  - Oracle Database: The Relational Database Management System (RDBMS) of the COI Portal.
    - COI (main schema): This is the main COI Portal schema, which contains CPO COI Portal related data. For instance, documents belonging to the Upload Area, Thesaurus.
    - JForum (forum schema): This is the schema used by JForum. JForum is an open source java discussion board system that has been included in the COI Portal.
  - Autonomy: A well-known commercial search engine product used by the European Commission. It is the solution adopted in the COI Portal. System related documents are indexed in Autonomy to later allow different search queries to be performed. In order to improve the COI Portal performance, there are two different Autonomy instances:
    - DIH (Distributed Index Handler): used for indexation / deletion;
    - DAH (Distributed Action Handler): used for searching.

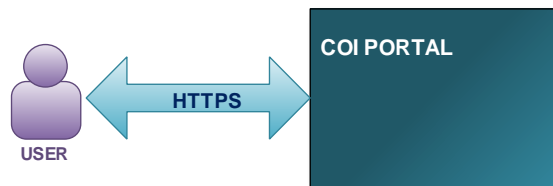
The communication protocol between the system and Autonomy is HTTP.



- External Repositories (Web services): Member States connected to COI Portal need to expose several web services in order to allow the system to retrieve data from their repositories.
  - WS-Security (WSS): WSS is a protocol that specifies how security can be applied to web services. More specifically, in the COI Portal, certificates/SSL and UserID/Password credentials are used to securitize the communication.
- ECAS: The commission has its own Central Authentication Service, also known as a Single Sign-On (SSO) service, named ECAS, which the COI Portal uses to authenticate users.



- SSL (Secure Sockets Layer): SSL Protocol is used to provide communication security over the Internet.



### 1.2.8. Physical implementation

- ✓ 1 Weblogic instance on 1 dedicated; OS failover; 30 GB SAN disk space;
- ✓ 2 schemas in a shared Oracle 10.2.; in failover; 10.1 GB SAN disk space for the database;
- ✓ 2 IDOL7 application instances, in load balancing mode. IDOL7 distribution components: DAH and DIH provide high availability features through load balancing;
- ✓ The DAH ("Distributed Load Handler"), Retina (front-end components) and the administration tools are installed. The VM is clustered (Dual site failover) to provide redundancy in case of system failure;
- ✓ The Fetch System and the DIH ("Distributed Index Handler") installed. The server is clustered (Dual site failover) to provide redundancy in case of system failure.

## 1.3. GENERAL OVERVIEW OF THE SERVICES

The objective of the contract is the maintenance, technical support and development of the COI Portal as well as support to stakeholders who are in the process or wish to connect their COI databases to the COI Portal.

The contractor will perform the following tasks, classified as regular and optional services:

- **Regular services**

The Contractor shall provide these services according to the specifications.

- ✓ **Task 1 (to order if necessary): Take-over.** This includes the installation, in the Contractor's premises, of:
  - The latest stable version of the COI Portal from the production environment;
  - The latest development version of the COI Portal from the test environment.
- ✓ **Task 2: Support for corrective maintenance.** This includes support for the current system and support for connecting stakeholders active in the Production environment.
- ✓ **Task 3 (to order if necessary): Hand-over.** This includes support for the transfer of knowledge of the COI Portal to a third Party assigned by EASO.

- **Optional services**

- ✓ **Task 4: Implementation of change requests, development and technical support to stakeholders** (for new connections) and any ad-hoc corrective software maintenance resulting from the above.

## 1.4. DETAILED DESCRIPTION OF THE SERVICES

### 1.4.1. Task 1: Take-over

#### 1.4.1.1. Task 1: Services to be provided

Transfer of knowledge regarding the COI Portal source code, configuration, operation and installation in the CONTRACTOR's premises of:

- The latest stable version of the COI Portal from the production environment;
- The latest development version of the COI Portal from the test environment.

~~To achieve this goal, the Contractor can have (5) five hand-over sessions with previous during a period of 4 weeks minimum and 6 weeks maximum after signature of the order form, but no later than end of previous contract.~~ To achieve this goal, the Contractor can have (5) five hand-over sessions with the previous contractor during a period of 4 weeks minimum and 6 weeks maximum after signature of the order form, but no later than end of previous contract. The EASO Project Manager shall approve the project plan proposed by the Contractor and agreed with the Project Manager of the previous Contractor. Any changes in the project plans shall be approved by the EASO Project Manager.

The target of the take-over sessions is to install successfully two environments – production and testing - and to familiarize in detail with the COI Portal's (non exhaustive list):

- Software architecture;
- Technical implementation;
- Source code;
- Interaction(s) and integration of any other third party software component;
- Content edition processes etc.;
- Connector process;
- Internal (Contractor's) network configuration and licenses;
- Answer any question(s) related to the COI Portal raised by EASO or any other stakeholder proposed by EASO.

#### 1.4.1.2. Task 1: Project management activities

As part of project management activities, the Contractor's Project Manager will:

- Review the hand-over/take-over sessions planning proposed by EASO and previous Contractor;
- Book resources with appropriate skills and knowledge of the system for each of the hand-over/take-over sessions. These sessions would take place in the Contractor's or in EASO's premises. The agenda of the points to be discussed will be communicated to the Contractor and shared amongst all participants (Contractor, next Contractor, EASO) prior to the meeting.

The details of the take-over sessions to be held are as follows:  
for 1,5 days with the participation of 3 persons for the Contractor and 3 persons for EASO.

Take-over meetings	Place	Participants
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Take-over meetings	Place	Participants
Session 1 <b>Hand-over Kick-off</b>	EASO Malta	Contractor, European Commission & previous Contractor
Session 2 <b>Familiarisation with the COI Portal</b>	EASO Malta	Contractor, European Commission & previous Contractor
Session 3 <b>First software development review</b>	EASO Malta	Contractor, European Commission & previous Contractor
Session 4 <b>2nd software development review</b>	Conference call	Contractor, European Commission & previous Contractor
Session 5 <b>Autonomy IDOL review</b>	EASO Malta	Contractor, Commission & previous Contractor

1.4.1.3. Task 1: Deliverables and deadlines (applicable to any scenario)

Delivery	Deliverable	Type	Action	Quantity
Planning to be agreed	Hand-over Sessions	Meetings and conference calls		As needed
Planning to be agreed	Transferred the COI Portal: install successfully two environments – production and testing	Meetings and conference calls		As needed

#### 1.4.1.4. Task 1: Acceptance

Acceptance takes place for the full task when all deliverables are accepted. Acceptance is documented by an Acceptance Sheet signed by EASO.

Acceptance is based on:

- A take-over plan agreed between the contractor, previous Contractor and EASO;
- Contractor resources - (analyst(s), developer(s), architect(s), database administrator(s), IDOL expert(s), etc. (this is a non-exhaustive list) with proven experience and knowledge of the system - are made available to deliver/attend take-over sessions;
- The take-over actions are run as per agreed plan;
- Backward test automation plan, tools and scripts are implemented;
- Security requirements of the system and source code are identified and documented;
- Coding and documents naming convention is adopted;
- The COI Portal environments, including all software and sources, are successfully transferred to the Contractor's premises. More specifically:
  - The latest stable version of the COI Portal from the production environment;
  - The latest development version of the COI Portal from the test environment.

### 1.4.2. **Task 2: Software maintenance and technical support**

#### 1.4.2.1. Task 2: Services to be provided

The Contractor shall provide until the end of the contract support for corrective maintenance. An issue is an error, flaw, mistake, failure, or fault in a computer program or system that produces incorrect or unexpected result(s) or causes it to behave in unintended way(s) versus established system specification(s).

The list of activities includes:

- **Project management activities:** project management, including meetings, consultancy, reporting and participation in activities within the scope listed above;
- **Software maintenance:** the Contractor shall correct any software defect (issue) detected by EASO, the Commission (DG-DIGIT), the stakeholders or the Contractor. This activity will be managed through an issues tracking system.
- **Remote technical support:**
  - The Contractor shall provide, in the context of software maintenance, technical support to achieve a successful installation, configuration, technical administration and operation of the system on the infrastructure of EASO.

- The Contractor shall provide, in the context of software maintenance, technical support to achieve a successful installation, configuration and operation of the system on the infrastructure of the Stakeholders already connected to the COI Portal.
- The Contractor shall provide technical support (telephone, e-mail, remote access or on site, if required) to stakeholders who are connected to the COI Portal.

1.4.2.2. Task 2: Project management activities

As part of project management activities, the Contractor's Project Manager will:

- Provide, on the 1<sup>st</sup> working day of every month, a report with the activities performed during the past period, including:
  - Service Level Agreement Quality Indicators;
  - Number of issues opened;
  - Number of issues corrected;
  - Number of issues open at the end of the period & expected resolution date;
  - Pending actions for the Contractor Project manager and the Commission Project manager in the context of issues resolution.
- Provide, maintain and review, at each Project Progress Review meeting, a risks list, an issues list, and actions list related to the on-going task;
- Meetings and conference calls;
- The Contractor shall participate in meetings and be responsible for preparing all necessary documents and presentations, more specifically:
  - The Contractor shall propose the agenda of the meeting to be held between the Contractor and EASO at the latest 2 (two) working days before the meeting. EASO and/or the European Commission may request anytime updates to the agenda;
  - The Contractor shall provide at the latest (two) working days before each meeting document(s) or the reference(s) of / CircaBC link(s) to document(s) required for the proper performance of the meeting;
  - The Contractor shall provide the minutes of meetings or conference calls held between the Contractor and EASO. Minutes are provided within 2 (two) working days after the meeting or conference call.

The costs for 4 meetings in Malta and 26 meetings via audio/video shall be included in the price offered in Annex 4.3.6 for Task 2. No additional costs will be recognised.

Meetings and conference calls for tasks are organized as follows:

Meetings & frequency	Meeting place	Content	Required Contractor attendants
Throughout the whole contract duration, progress review, every four weeks (indicative frequency can be adjusted based on project needs)	Conference call (preferred) or on site at EASO's offices in Malta (may be requested)	- Summary of software maintenance and support activities; - Use of resources;	Project Manager If required his/her hierarchical responsible Possibly other involved persons

Ad-hoc project meetings (no predefined frequency)	Conference call unless EASO's Project Manager explicitly requests for an on-site meeting at EASO's offices in Malta	As needed	Project Manager If required his her hierarchical responsible Possibly other involved persons
Other project meetings (no predefined frequency)	Conference call unless EASO's Project Manager explicitly requests for an on-site meeting at EASO's offices in Malta or in the Contractor's premises	As needed	As needed

#### 1.4.2.3. Task 2: Modality of Execution (SLA)

The following SLA covers both software maintenance and remote technical support. The targets and limits for responding to issues of different severities are defined in a Service Level Agreement (SLA) along with appropriate quality indicators to measure the performance of the corrective maintenance service.

The SLA is structured as follows:

- **Response times and severity**

The contractor must guarantee response further to the following parameters and based on a level of severity determined by EASO or the European Commission:

Severity	Response time target	Response time limit	Resolution or workaround time target	Resolution or workaround time limit
<b>Severity</b>	<b>Response time target</b>	<b>Response time limit</b>	<b>Resolution or workaround time target</b>	<b>Resolution or workaround time limit</b>
<b>BLOCKER / CRITICAL</b>	0,5 (half) working day	1 (one) working day	1 (one) working day	2 (two ) working days
<b>MAJOR</b>	2 (two) working days	3 (three) working days	4 (four) working days	5 (five) working days

- **Response time** is defined as the time elapsed between EASO reporting an issue and the response of the Contractor acknowledging the issue and providing initial information, steps taken and resolution plan, or if necessary requesting additional information.
- **Resolution time** is defined as the time needed between registering an issue and the resolution of the issue. Resolution includes all steps the Contractor might need to take to resolve the issue and includes (non-exhaustive list): troubleshooting, analysis, application changes, testing, and release package delivery, technical support for installation, configuration and operation. A resolution shall be defined as one which is acceptable to EASO. It may not be a final solution, but a workaround

to resolve "Critical" or "Major" issues on short notice. If the workaround is acceptable to EASO, the defect's classification may be changed.

Response and resolution times are only calculated for normal working days and hours. Normal working days are from Mondays to Fridays inclusive, except EASO holidays. EASO's holidays are usually – but not necessarily – the same as the national holidays of the Maltese and the European Commission offices. In point 11, a list of EASO holidays for 2013 is provided.

Normal working hours are from 9:00 AM to 17:30 PM on normal working days.

- **Quality indicators**

The Contractor must report on the following quality indicators:

- Service Quality Indicator for response time. The calculation of a Service Quality Indicator (SQI) for response time is as follows:
  - For a critical issue in the production environment, the SQI is equal to the resolution time;
  - The Normalised SQI is noted as SQI and is calculated as:
    - $SQI = (SQI - Target) / (Target - Limit)$
- If the response time to a defect is good, the SQI is positive;
- If the response time is acceptable, the SQI is negative, between 0 and -1;
- If the response time is below limit, the SQI is negative, below -1.
- A profiling function is applied to the SQI. The objective is to allow a limited compensation between SQI below limit and good SQI. The function is noted  $f(SQI)$ .
  - If  $SQI > 0$ , then  $f(SQI) = 1$
  - If  $0 \Rightarrow SQI \Rightarrow -1$ , then  $f(SQI) = 0$
  - If  $SQI < -1$ , then  $f(SQI) = SQI$
- Service Quality Indicator for resolution time: An SQI for resolution time is defined in the same manner as the SQI for response time.
- Quarterly Quality Indicators: At the end of a period of 3 (three) calendar months, the Quarterly Quality Indicators are given by:
  - Quarterly Quality Indicator for response:
    - ✓ Sum of all  $f(SQI)$  for all "Critical" defects followed-up in the period, plus
    - ✓ Sum of all  $f(SQI)$  for all "Major" defects followed-up in the period, multiplied by 0,5, plus
    - ✓ Sum of all  $f(SQI)$  for all "Minor" defects followed-up in the period, multiplied by 0,3

- Quarterly Quality Indicator for response:
  - ✓ Sum of all f(SQI) for all "Critical" defects resolved in the period, plus
  - ✓ Sum of all f(SQI) for all "Major" defects resolved in the period, multiplied by 0,5, plus
  - ✓ Sum of all f(SQI) for all "Minor" defects resolved in the period, multiplied by 0,3

The response and resolution times are calculated over normal working hours.

The working time elapsed while waiting for clarifications or additional information that is critical for the analysis and resolution of an issue will not be taken into account in calculating the resolution time for each particular incident.

The periods of unavailability of systems that are beyond the control of the contractor and have an impact on the resolution of reported issues (e.g., unavailability of DIGIT servers) shall be subtracted from the calculated resolution time.

- **Quality Target to achieve**

The target shall be to have both quality indicators greater than -1 over a period of 3 months.

- **Liquidated damages**

If one (or both) indicators are less than -1 over a period of 3 months, the contracting authority may ask to the contractor to pay liquidated damages, as indicated in article I.11 of the Framework Contract, for an amount equivalent to the 10% of 3 months price for maintenance and remote technical support.

- **Once every quarter, the contractor shall provide an analytical SLA report** of all issues, their status, their resolution time and the final Quarterly Quality Indicators for the specific Quarter.
- **An issue fix** can impact the system as well as the project documentation, and the Contractor must make sure that the whole project documentation stays up-to-date and reflects the system appropriately. Consequently the scope of issue fixes covers on an as needed basis the system (code and related artefacts) as well as the project documentation (in particular all the specifications, test documents, user manuals documents and related artefacts).

As part of this activity, the Contractor's Project Manager and/ or project team will provide:

- **Project documentation** in the form of updated user guides (user's guide, administration guide), when relevant (see section "Deliverables and deadlines");
- **Patches or incremental release packages** with relevant artifact(s) (can be a single item or several items, depending on the nature of the fix):
  - ✓ Build & database
  - ✓ Database optimisation/adjustment
  - ✓ Interface connector
  - ✓ Data model
  - ✓ Release note, a non-technical document describing functionalities provided, other documentation included in the



- release, list of modules used or developed, etc. Each release note must include the list of issues and / or implemented changes which are delivered with the release package;
- ✓ Installation & configuration instructions.

EASO's Project Manager may at any time request the Contractor to provide a full release package, comprising all of the above listed items, plus complete source code delivery.

#### 1.4.2.4. Task 2: Software maintenance

Issues identified can be registered by EASO or the European Commission in the issues tracking system, with type "Bug". In case the Contractor identifies an issue unknown to EASO or the European Commission this should be notified to EASO accordingly for validation.

This service also covers the related testing and, whenever relevant, updating of documentation.

When an issue is recorded in the issue tracking system it is classified according to the table below:

Severity	Description
<b>BLOCKER / CRITICAL</b>	Complete or partial system unavailability or instability, functional or data loss, security or data breaches, degradation of system performance or any other incident preventing users to use the system or specific system features within the established system specifications
<b>MAJOR</b>	Issues affecting one or more of the system business processes negatively which do not result in overall loss of feature or system functionality
<b>MINOR / TRIVIAL</b>	Any other issues adversely affecting the system, its business features and parameters of low business impact

~~All communication on corrective maintenance and the description of the technical interventions will be recorded in the issue tracking system.~~

~~After the resolution of each issue the Contractor will set its status to "Resolved", EASO accepts the resolution by setting the status to "Closed".~~

~~The resolution of issues incurred due to services that the Contractor has provided under this contract and are under guarantee will not be accounted for in the days allocated to corrective maintenance. All communication on corrective maintenance and the description of the technical interventions will be recorded in the issue tracking system.~~

~~The severity of each issue is determined by the EASO Project Officer.~~

~~After the resolution of each issue the Contractor will set its status to "Resolved", EASO accepts the resolution by setting the status to "Closed".~~

~~Status "Closed" means that resolution is successfully implemented in the EASO TEST environment.~~

~~If the stress tests executed by DG-DIGIT fail, the status shall be downgraded and resolution time shall continue to be counted until the resolution passes them.~~

~~An exception shall be allowed if the contractor does not have access to the EASO TEST environment, or the latter is down for maintenance. In such a case, setting the status to "Closed" shall be granted on delivery of the package(s), code and detailed instruction for implementation, after checking in the Contractor's PRODUCTION environment.~~

~~The resolution of issues incurred due to services that the Contractor has provided under this contract and under guarantee will not be accounted for in the days allocated to corrective maintenance.~~

#### 1.4.2.5. Task 2: Remote technical support

The system is installed on the European Commission's IT infrastructure at the DG-DIGIT Data Centre in Luxembourg. A number of connections are installed at the stakeholders' centres.

As part of this activity, the Contractor's project team will provide throughout maintenance periods:

- Remote technical support with any appropriate human and technical means to achieve a successful installation and/or configuration and/or technical administration and/or operation of the system on the infrastructure of EASO or the European Commission;
- Remote technical support with any appropriate human and technical means to achieve a successful installation and/or configuration and/or technical administration and/or operation of the system on the infrastructure of the Stakeholders (or Stakeholders IT Team) or Third Parties;
- Information exchanges for installing and/or configuring and/or running the system will take place by means of the issues tracking system, with issue type "Support", and if needed by means of CircaBC (deliverables uploads).

In case the Contractor needs the involvement of other actors, such as DG-DIGIT, to achieve the target of this activity she/he shall duly communicate this to EASO's Project Manager immediately and without delay.

#### 1.4.2.6. Task 2: Deliverables and deadlines

Delivery	Deliverable	Action	Quantity
Every 3 months	Activities report	Create new	1 every 3 months
At task initiation & at progress review meetings	Risks list	Create new Updates	1 As needed
At task initiation & at progress review meetings	Actions and issues list	Create new Updates	1 As needed
As needed	Update to project documentation	Updates	As needed
Within 3 (three) working days after the intervention has been held	Intervention report	Create new	As needed
Within 2 (two) working days after the meeting or conference call has been held	Meeting minutes	Create new	As needed
Every three months	Quarterly report	Create new	1 every 3 months
As needed	An installation package for each software release or fix	Update	As needed

#### 1.4.2.7. Task 2: Acceptance

Acceptance takes place on a quarterly basis, bound to the quarterly report and SLA. Acceptance is documented by an Acceptance Sheet signed by EASO.

Acceptance of corrective maintenance deliverables under this task is based on:

- Accepted project documents (i.e., of any document updated as part of the activities under the contract);
- Completed and defect free functionalities and developments;
- Successful deployment at the DG-DIGIT Data Centre, in all required environments;
- Passed stress testing;
- Passed vulnerability testing;
- Passed user acceptance (functional) testing;
- Reports and minutes are accepted;
- Quality indicator target is met.

Acceptance of technical support deliverables under this task is based on: The system is fully operational for the complete application scope and available on all required Commission environments. The system operates bug free, meaning that all known bugs are registered, prioritized and their fix is planned in subsequent system releases.

### **1.4.3. Task 3: Hand-over before contract ends (if necessary)**

#### 1.4.3.1. Task 3: Services to be provided

The Contractor will provide at the request of EASO or any other stakeholder proposed by EASO (5) five hand-over sessions over a period of 8 weeks before the contract ends.

EASO Project Manager shall approve project plan proposed by the Contractor and agreed with Project Manager of the next Contractor. Any changes in the project plans shall be approved by the EASO Project Manager.

#### 1.4.3.2. Task 3: Project management activities

As part of project management activities, the Contractor's Project Manager will:

- Review the hand-over sessions planning proposed by EASO or any other stakeholder proposed by EASO;
- Book resources with appropriate skills and knowledge of the system for each of the hand-over sessions. These would take place in EASO's premises in Malta, or by means of conference calls. The agenda of the points to be discussed will be communicated to the Contractor and shared amongst all participants (Contractor, next Contractor, EASO) prior to the meeting.

#### 1.4.3.3. Task 3: Hand-over and assistance for transferring the Portal

The target of hand-over sessions is to explain and detail the COI Portal's:

- Software architecture;
- Technical implementation;
- Source code;
- Interaction(s) and integration of any other 3rd party software component;
- Content edition processes etc.;
- Connector process;
- Internal (Contractor's) network configuration and licenses;
- Answer any question(s) related to the COI Portal raised by EASO or any other stakeholder proposed by EASO.
- Additionally, the Contractor will provide assistance for transferring the COI Portal (or its copy), including all software and sources, to servers of any organisation designated by EASO and (if applicable) agrees to oversee the website's installation on that server.

The details of the hand-over sessions to be held are as follows:

Hand-over meeting	Place	Duration	Participants
Session 1 <b>Hand-over/Kick-off</b>	EASO Malta	1.5 days	Contractor (3), European Commission (1) & 3rd party designated by the EASO (3)
Session 2 <b>Familiarisation with the COI Portal</b>	EASO Malta	1 day	Contractor (3), European Commission (1) & 3rd party designated by the EASO (3)
Session 3 <b>1st software development review</b>	EASO Malta	2 days	Contractor (3), European Commission (1) & 3rd party designated by the EASO (3)
Session 4 <b>2nd software development review</b>	Conference call	1 day	Contractor (1), EASO (3) & 3rd party designated by the EASO (3)
Session 5 <b>Autonomy IDOL review</b>	EASO Malta	1 day	Contractor (1), EASO (3) & 3rd party designated by the EASO (3)

#### 1.4.3.4. Task 3: Deliverables and deadlines (applicable to any scenario)

Delivery	Deliverable	Type	Action	Quantity
Planning to be agreed	Hand-over Sessions	Meetings and conference calls		As needed
Planning to be agreed	- Vision document - Software architecture document - Use case model - Navigation map - Connection guide	Documents		As needed

	<ul style="list-style-type: none"> <li>- Technical implementation documents;</li> <li>- Source code;</li> <li>- Relevant documentation for interaction(s) and integration of any other third party software component;</li> <li>- Internal (Contractor's) network configuration and licenses;</li> </ul>			
Planning to be agreed	Transferred COI Portal	Meetings and conference calls		As needed

#### 1.4.3.5. Task 3: Acceptance

Acceptance takes place for the full task when all deliverables are accepted. Acceptance is documented by an Acceptance Sheet signed by EASO.

Acceptance is based on:

- A hand-over plan is agreed between the contractor and EASO and/or any other stakeholder(s) proposed by EASO;
- Contractor resources (analyst(s), developer(s), architect(s), database administrator(s), IDOL expert(s), etc. (this is a non-exhaustive list) with proven experience and knowledge of the system are made available to deliver/attend hand-over sessions;
- The hand-over actions are run as per agreed plan;
- Any request for explanation about technical artefacts and documentations is answered, by any appropriate means (call, meetings, reviews, new documents or existing documents updates, mails, knowledge repository etc.), accessible to the contractor, EASO, any other stakeholder proposed by EASO;
- The COI Portal, including all software and sources, is successfully transferred to servers of any organisation designated by EASO;
- Upon the end of the hand-over action, the system (code, configuration items, database scheme etc. – non limitative list), and the whole related system documentation (available in CircaBC) are acknowledged as fully understood with no questions left open.

#### ***1.4.4. Task 4: Software development (implementation of change requests and development, technical support to stakeholders for new connections and any ad-hoc corrective software maintenance resulting from the above***

##### 1.4.4.1. Task 4: Services to be provided

Upon request by EASO Project officer, the Contractor shall develop and implement additional functionalities or system changes to improve the system's usability and stability or to guarantee its permanent compliance with EASO's and the European Commission standards (e.g., IPG, security standards, etc.).

In addition, upon request, the Contractor shall provide ad-hoc support to stakeholders for implementation of new connections to the COI Portal.

The list of activities includes but is not limited to:

- **Project management activities:** project management, including meetings, consultancy, reporting and participation in activities within the scope listed above;
- **Software development**
  - **Change requests:** development of the COI Portal. Changes are to be delivered bundled in release(s). Each release will cover an agreed number change requests, managed through a change request management system;
- **Technical support:**
  - The Contractor shall provide in the context of development of requested functionality maintenance and technical support to achieve a successful installation, configuration, technical administration and operation of new release(s) of the system on the infrastructure of the EASO, the European Commission or Stakeholders.
  - The Contractor shall also provide ad-hoc technical support to stakeholders for implementation of new connections to the COI Portal (telephone, e-mail, remote access or on-site if required).

As a consequence of functionalities evolutions and software maintenance, changes to the architecture may be required and must be delivered along with functionalities evolutions or software maintenances.

#### 1.4.4.2. Task 4: Software development

The Contractor shall be ready to develop and implement additional functionalities or system changes to upgrade the COI Portal's stability, connectivity and security. Each such change is registered as a change request in the tracking system either as "Improvements", "Stability", "Connectivity" or as "Security".

Change requests can be registered by the Contractor or by EASO. In case the change request is submitted by the Contractor, EASO's Project Manager has to approve the registered change before any additional action may be performed.

A change can impact the system as well as the project documentation, and the Contractor must make sure that the whole project documentation stays up-to-date and reflects the system appropriately. Consequently the scope of changes covers on, as-needed basis, the system (code and related artefacts) as well as the project documentation (in particular all the specifications, test documents, user manuals documents and related artefacts).

The Contractor's Project Manager and EASO's Project Manager agree on the calendar/timeline /delivery sequence for change request by means of regular reviews (typically every two weeks or as- needed basis).

For any activities related to the IDOL Autonomy supported search functionality, the Contractor may be requested to work in very close collaboration with an organisation specialized in Knowledge and Search technologies designated by EASO in order to:

- Share technical views and identify, with the designated organisation, advices/recommendations/specifications/ implementation options etc. to be integrated at any project phase in order to guarantee a seamless and optimal COI Portal application operation

with IDOL. This task may require interactions/reviews/calls/ meetings between the Contractor's staff, the designated organisation and if required EASO;

- Achieve optimal IDOL configuration for the COI Portal at the European Commission's Data Centre.

As part of this activity, the Contractor's Project Manager and/or his team will provide:

- Project documentation (see section Deliverables and deadlines);
- Incremental release packages with:
  - When requested, full source code in electronic format;
  - Build & database;
  - Data model;
  - Release note, a non-technical document describing functionalities provided, other documentation included in the release, list of modules used or developed, etc. Each release must include the list of issues and/or implemented changes which are delivered with the release package;
- Installation & configuration instructions.

One "final" release package, at closure of the contract, on CD or DVD, with:

- Full source code in electronic format;
- Build & database;
- Data model;
- Release note, a non-technical document describing functionalities provided, other documentation included in the release, list of modules used or developed, etc. Each release note must include the list of issues and/or implemented changes which are delivered with the release package;
- Installation & configuration instructions.

EASO's Project Manager may at any time request the Contractor to provide a full source code delivery, comprising all of the above listed items.

#### 1.4.4.3. Task 4: Project management activities

As part of project management activities, the Contractor's Project Manager will:

- Provide, at the start of each order, a project iteration plan. The planning may be updated upon request of EASO's Project Manager as needed.
- Provide, maintain and review at each Project Progress Review meeting a Risks List, an Issues List, and Actions List related to the on-going task.
- Provide, on the 1<sup>st</sup> working day of every calendar month, a report with the activities performed during the past period about:
  - Change requests open at the end of the reporting period & expected implementation date;
  - Change requests implemented;
  - List of change requests planned for next release(s);
  - Overview of meetings or conference calls held;
  - Overview of next meetings or conference calls scheduled;
  - Pending actions for the Contractor Project manager and EASO Project manager;
  - Status of project risks & mitigation actions.

1.4.4.4. Task 4: Deliverable and deadlines

Delivery	Deliverable	Type	Action	Quantity
At the start of each release phase and iteration	Project iteration plan	Microsoft project plan	Create new Updates	1 As needed
At task initiation & at progress review meetings	Risks list	Document	Create new Updates	1 As needed
At task initiation & at progress review meetings	Issues list	Document	Create new Updates	1 As needed
At task initiation & at progress review meetings	Actions list	Document	Create new Updates	1 As needed
As needed	<p>New project documentation or update(s) to existing project documentation following evolutionary maintenance activities. Project documentation encompasses (non exhaustive list):</p> <ul style="list-style-type: none"> <li>- Vision Document</li> <li>- Use Cases</li> <li>- Supplementary specification</li> <li>- Risk assessment</li> <li>- Software architecture document</li> <li>- IDOL Autonomy configuration document</li> <li>- Test management plan</li> <li>- Test cases</li> <li>- Test reports</li> <li>- User guide</li> <li>- Administration guide</li> <li>- Data model</li> <li>- Release note</li> <li>- Installation &amp; configuration instructions</li> <li>- Software development Plan(s)</li> </ul>	Document	Updates	As needed
Following agreed release schedule	Incremental release package	<p>i. Full source code in electronic format (when requested)</p> <p>ii. Build &amp; database</p> <p>iii. Data model</p>	Create new	Following agreed release schedule



Delivery	Deliverable	Type	Action	Quantity
		iv. Release note, v. Installation & configuration instructions		
At request end	Final release package	i. Full source code in electronic format ii. Build & database iii. Data model iv. Release note, v. Installation & configuration instructions	Create new	Following agreed release schedule
As needed	Registration and or updates of information related to changes request in the CR tracking system	Change requests tickets	Create new and / or update	As needed
As needed	On-site technical support	On-site attendance	-	As needed (Estimated number of countries to connect to the Portal is from 3 to 5 each year).
Within 2 (two) working days after the meeting or conference call is held	Meeting minutes	Document	Create new	As needed

#### 1.4.4.5. Task 4: Acceptance

Acceptance takes place per release package delivery. Acceptance is documented by an Acceptance Sheet signed by EASO.

Acceptance of evolutionary software maintenance deliverables is based on:

- Accepted project documents (i.e., of any document created or updated as part of the task);
- Completed and defect free functionalities and developments;
- Passed backward compatibility test;

- Successful deployment at the DG-DIGIT Data Centre, in all required environments (all functionalities are implemented properly in all environments);
- Passed stress testing according to the relevant testing methodology (successful execution of case studies);
- Passed vulnerability testing according to the relevant testing methodology (successful execution of case studies);
- Passed user acceptance (functional) testing according to the relevant testing methodology (successful execution of case studies);
- Reports and minutes are accepted per release package. A particular focus will also go on the respect of agreed deadlines for the delivery of release packages and the availability of implemented change requests (bundled in release package) in production environment.

Acceptance of deliverables under this task is based on: The system is fully operational for the complete application scope and available on all required Commission environments. The system operates bug free, meaning that all known bugs are registered, prioritized and their fix is planned in subsequent system releases.

## 1.5. CALENDAR AND DEADLINES

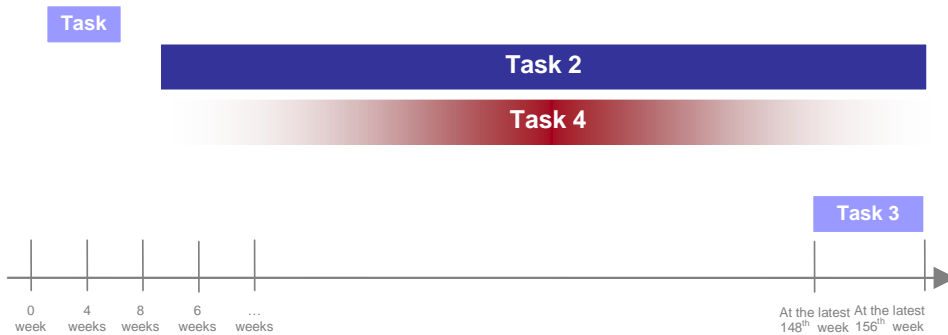
The duration of the framework is 36 (thirty six) months.

Regular services shall be executed within the following deadlines:

- **Task 1:** Take-Over has to be ordered by EASO, if applicable. According to an indicative planning, execution of this task may range from approximately 4 (four) to 6 (six) weeks, after signature of the specific contract.
- **Task 2:** Support for corrective maintenance has to be performed continuously during the whole period of the contract after completion of Task 1, if applicable.
- **Task 3:** Hand-Over has to be ordered by EASO, if applicable. It will have to be performed upon request for the period foreseen under the order form. The project planning for Task 3 will be determined in close cooperation between the contractor, EASO and the Third Party appointed by EASO.

Additional services:

- **Task 4:** Implementation of change requests, development and technical support to stakeholders (for new connections) and any ad-hoc corrective software maintenance resulting from the above.



## 1.6. DELIVERABLE AND DEADLINES

As a general principle, the COI Portal should be from a technical point of view functioning properly and should be bugs free, in the meaning that all known bugs are registered, prioritized and their delivery is planned in subsequent system releases. Any such acceptance must be subject to the approval of EASO.

In particular, the deliverables should be as follows:

Delivery	Deliverable	Type	Action	Quantity	Applicable to Task(s) n°
Within 3 (three) weeks after end of take-over	Quality Assurance Plan	Document	Create new Update	1 As needed	2
Within 3 (three) weeks after end of take-over	Software Measurement Plan	Document	Create new Update	1 As needed	2
As needed	Software Development Plan	Document	Update	As needed	1 and 3
At task initiation & at progress review meetings	Risks list	Document	Create new Updates	1 As needed	1, 2 and 3
At task initiation & at progress review meetings	Issues list	Document	Create new Updates	1 As needed	1, 2 and 3
At task initiation & at progress review meetings	Actions list	Document	Create new Updates	1 As needed	1 and 3
Every 3 (three) months	Quality report	Document	Create new	1 every 3 months	2

Within 2 (two) working days after the meeting or conference call is held	Meeting minutes	Document	Create new	As needed	1,2,3,4
Following agreed release schedule	Full source code in electronic format	-Build & database -Data model -Release note -Installation and configuration instructions	Create new	As needed	4
As needed	Software release or fix	An installation package	Create new	As needed	2

## 1.7. Project management approach

The Contractor shall designate:

- A Project Manager who will have an overall responsibility for the execution of the contract. The Contractor's Project Manager is the main contact person for the EASOEASO;
- A backup person for the Project Manager, who will replace the Project Manager in case of unavailability (e.g., sickness or holidays).

EASO will designate a Project Officer responsible for monitoring the proper execution of the contract as a whole.

The Contractor shall contact EASO and clarify any possible doubt before starting any development.

## 1.8. PROJECT TOOLS

### 1.8.1. CircaBC repository for project deliverables

Final versions of the document deliverables and any other type of deliverable shall be placed in a dedicated CircaBC forum accessible to all team members both from the Contractor and the Commission side. URL: <https://circabc.europa.eu/faces/jsp/extension/wai/navigation/container.jsp>

The repository structure within the CircaBC forum is maintained by EASO.

### 1.8.2. Repository for issues tracking

During the whole project, defects will be recorded as they are detected in Issues forms.

Contractor shall install and manage a tracking tool hosted at its network to which EASO, DG-DIGIT and Stakeholders' IT staff shall have access through specific link provided by the Contractor. All issues shall be inserted in it.

Before start of Task 2, the Contractor must provide the link to the tracking tool to EASO. EASO must provide the Contractor with the list of staff to which access to this issue tracking tool hosted at the Contractor should be granted.

The Contractor must remind at any appropriate time the European Commission or/and EASO about any agreed change of allocated resources, e.g., any resource whose access should be denied or granted and at which date.

EASO shall approve granting access to the authorised staff.

## **1.9. Quality assurance activities**

### *1.9.1. Quality of the services to be provided*

The Contractor shall provide a constant high level of quality of the COI Portal and the project deliverables, throughout the whole contract duration. This activity is to be viewed as a horizontal activity which is interrelated with and applicable to all other activities of the contract. The list of activities includes:

- Project management activities;
- Perform quality control activities, such as IPG compliance quality controls, code quality controls, security quality controls, performance controls, search engine visibility controls, broken links control.

### *1.9.2. Project management activities*

As part of project management activities, the Contractor's Project Manager will provide several reports related to quality assurance. He will attend project meetings or conference calls and provide minutes (see specific sections 1.4.1.2, 1.4.2.2, 1.4.3.2 and 1.4.4.3 on project meetings for more details).

## **1.10. Place of Work**

The place of work will be EASO's office and the Contractor's premises. The progress meetings will take place at the designated EASO offices in Malta.

If EASO is confronted with a situation where no satisfactory solution is provided remotely, the contractor may be requested, at no extra cost, to send technicians to EASO's premises to deal with the resolution of specific technical issue.

## **1.11. Working language**

The project's working language is English.

### 1.12. Environments and IT infrastructure at the Contractor's premises

The contractor is responsible for acquiring, setting up and maintaining, at its premises, any necessary IT infrastructure(s), whether this is hardware or software, to run the project and provide the services listed under all tasks of this document. In no case will EASO bear any form of cost for any of the Contractor's IT infrastructure(s) or pieces of infrastructure or any other form of services.

### 1.13. REMOTE ACCESS TO THE EC'S INFRASTRUCTURE AND SECURITY CONVENTION

During the contract meeting review of plans, the possible remote access to the European Commission infrastructure will be discussed and, if this is deemed necessary, both by the Contractor's Project Manager and by EASO's IT Project Officer, a Security Convention procedure will be started accordingly.

### 1.14. APPLICABLE DOCUMENTS AND STANDARDS, REFERENCES

It is obligatory that the Contractor ensures that - the EASO and the European Commission rules on the design of the Commission Web Sites; the EASO and DG-DIGIT's IT security rules; and the EU rules on data protection - are respected. In addition, EASO rules regarding the technologies and products to be used for the maintenance/migration of the COI Portal have to be applied.

All the above elements are covered by the following documents:

Ref. Code	Title	Description
ADS01	RUP@EC methodology  <i>(Other methodologies are acceptable, e.g. PMSquare, Agile)</i>	<a href="http://www.cc.cec.wikis/display/rupails/">http://www.cc.cec.wikis/display/rupails/</a>
ADS02	RUP@HOME-JUST methodology	<a href="http://ec.europa.eu/dgs/informatics/itgov/index_en.htm">http://ec.europa.eu/dgs/informatics/itgov/index_en.htm</a>
ADS03	Information Providers Guide (IPG) <b>and its updates</b>	The Information Providers Guide (IPG) is intended for information publishers on EUROPA. The guide covers all aspects of publishing on the EUROPA site, describing the relevant editorial, technical and presentation standards in force, as well as providing a wide range of recommendations based on best practices.  The rules set out in the IPG are compulsory in order to ensure a coherent and user-friendly service to the users.  <a href="http://ec.europa.eu/ipg/index_en.htm">http://ec.europa.eu/ipg/index_en.htm</a>  <a href="http://ec.europa.eu/ipg/quality_control/index_en.htm">http://ec.europa.eu/ipg/quality_control/index_en.htm</a>
ADS04	Database Naming Convention and Versioning Rules	It will be made available during the hand-over process
ADS05	OWASP Top 10 (2010)	<a href="http://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project">http://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project</a>

ADS06	W3C mark-up validation for various HTML, XHTML, SMIL, etc. document types	<a href="http://validator.w3.org/">http://validator.w3.org/</a>
ADS07	W3C CSS validation service	<a href="http://jigsaw.w3.org/css-validator/">http://jigsaw.w3.org/css-validator/</a>
ADS08	ECAS documentation	Will be made available on CIRCABC
ADS09	European Commission's Information Systems Security Policy	ISSP <a href="http://ec.europa.eu/dgs/informatics/index_en.htm">http://ec.europa.eu/dgs/informatics/index_en.htm</a>
ADS10	Data Protection Regulation (EC) 45/2001	<a href="http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:008:0001:0022:EN:PDF">http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:008:0001:0022:EN:PDF</a>
ADS11	Commission Enterprise Architecture Framework – CEAF	<a href="http://ec.europa.eu/dgs/informatics/ecom/dg/ceaf_guide_v1_1.pdf">http://ec.europa.eu/dgs/informatics/ecom/dg/ceaf_guide_v1_1.pdf</a>
ADS12	Information System Security Policy	<a href="https://myintracomm.ec.europa.eu/corp/security/EN/ITSecurity/InfoSysSecPolicy">https://myintracomm.ec.europa.eu/corp/security/EN/ITSecurity/InfoSysSecPolicy</a>
ADS13	The IT Governance communication [SEC(2004)1267]	Please consult DIGIT website at: <a href="http://ec.europa.eu/dgs/informatics/index_en.htm">http://ec.europa.eu/dgs/informatics/index_en.htm</a>
ADS14	Communication on Interoperability [SEC(2004)1265]	<a href="http://ec.europa.eu/isa/index_en.htm">http://ec.europa.eu/isa/index_en.htm</a>

### 1.15. EASO's HOLIDAYS

EASO shall provide to the contractor a list with EASO's public holidays on a yearly basis.

The list of EASO holidays for 2013 is the following:

<b><u>EASO holidays</u></b>	
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<b><u>Months</u></b>	<b><u>2013</u></b>
January	1st & 2nd
February	-
March	29th
April	1st

May	1st, 9th & 10th
June	7th
July	-
August	15th
September	-
October	-
November	1st
December	13th & 24th - 31st

## 1.16. EXPERTISE AND ROLES

### 1.16.1. Knowledge and skill required

The following profiles are required for the COI Portal to execute all the tasks described in the present technical specifications:

- i. Project Manager (PM)
- ii. Senior System Analyst (SSAN)
- iii. System Analyst (SAN)
- iv. Senior Implementer (SI)
- v. Implementer (I)
- vi. Senior Software Architect (SSAR)
- vii. Test Manager (RTM)
- viii. Deployment Manager (RDM)
- ix. Tester (T)
- x. Technical Writer (TW)
- xi. Database designer/Manager

### 1.16.2. Project Manager (PM)

University degree with minimum 6 years of experience in IS development with minimum 3 years of experience in Project Management of Information System Development. It is desirable that the Project Manager has practical experience with RUP methodology and the system development lifecycle.

The PM should have minimum 1 year of experience in a project management tool and proven experience with quality procedures.

The Project Manager requires having the following knowledge and skills:



- Project Management;
- Proven qualification in at least two of the following: Prince2 methodology, PMBOK, MSP, P3O or ~~equivalent~~ others;
- Good experience in Enterprise Application frameworks (Java EE);
- Usage of project management tools and willingness to use the project management tool as specified by the European Commission;
- Good technical knowledge on the projects aspects;
- Good reporting methods;
- Ability to give presentations;
- Ability to apply high quality standards to all tasks;
- Ability to participate in multi-lingual meeting, good communication skills;
- Capability of working in an international/multicultural environment, rapid self-starting capability and experience in team working, understanding the needs, objectives and constraints of those in other disciplines and functions;
- Leadership capability.

### ***1.16.3. Senior System Analyst (SSAN)***

University degree with minimum 6 years of experience in IS development (analysis and development), experience with UML or case tools and experience with relational databases.

The SSAN requires having the following knowledge and skills:

- Capability of integration in an international/multicultural environment, rapid self-starting capability and experience in team working;
- Good experience in Relational Database Management Systems (Oracle, IDOL);
- Experience in creating processes for extraction and transformation of data from source systems or files into a data warehouse/indexed servers;
- Experience in data migration, application integration (information aspects), SOA, Master Data Management;
- In-depth knowledge of development methodologies (e.g., RUP) and modelling (e.g., UML).

### ***1.16.4. System Analyst (SAN)***

University degree with minimum 3 years of experience in IS development or non-university degree with minimum 6 years of experience in IS development (analysis and development).

The SAN requires having the following knowledge and skills:

- Capability of integration in an international/multicultural environment, rapid self-starting capability and experience in team working;
- Good experience in Relational Database Management Systems (Oracle);
- Experience in creating processes for extraction and transformation of data from source systems or files into a data warehouse/indexed servers;

#### ***1.16.5. Senior Implementer (SI)***

University degree with minimum 3 years of experience in IS development or non-university degree with minimum 6 years of experience in IS development. The Senior Implementer should have at least 3 years of programming experience and experience with relational databases.

This profile requires having the following knowledge and skills:

- Capability of integration in an international/multicultural environment, rapid self-starting capability and experience in team working;
- Work experience with HTML, XHTML CSS, XML and JavaScript in web publishing;
- Work experience of Java, J2EE, J2EE Application Servers and related development tools and methods;
- Work experience in data migration, application integration (information aspects), SOA, Master Data Management;
- Ability to cope with fast changing technologies used in application developments.

#### ***1.16.6. Implementer (I)***

University degree with 1.5 years of experience in IS development or training as programmer with 3 years of experience as programmer.

The implementer requires having the following knowledge and skills:

- Deep knowledge and experience with J2EE and PHP;
- Knowledge and experience managing/developing BEA Weblogic;
- Capability of integration in an international/multicultural environment, rapid self-starting capability and willingness to work in a team;
- Ability to cope with fast changing technologies used in application developments.

#### ***1.16.7. Senior Software Architect (SSAR)***

University degree with at least 6 years of experience in IS development and 3 years of experience in enterprise architecture models and tools.

The SSAR requires having the following knowledge and skills:

- Ability to participate in multi-lingual meetings, excellent communicator;
- Capability of working in an international/multicultural environment;
- Proven knowledge of enterprise architecture;
- Strong capacity in writing and presenting studies.

#### ***1.16.8. Test Manager (RTM)***

University degree and 3 years of experience in IS development or a non-university degree with 6 years of experience in IS development. The RTM has at least 1.5 years of experience as Test Manager and has been responsible for the test effort's success.

### ***1.16.9. Deployment Manager (RDM)***

University degree and 3 years of experience in IS development or non-university degree with 6 years of experience in IS development. This profile requires at least 2 years' experience as Deployment Manager.

### ***1.16.10. Tester (T)***

University degree with minimum 3 years of experience in IS development or non-university degree with minimum 6 years of experience in IS development.

The Tester requires having following knowledge and skills:

- Capability of integration in an international/multicultural environment, rapid self-learning capability and experience in team working;
- Good communication skills;
- Proven knowledge of testing technologies and tools;
- Ability to cope with fast changing technologies used in application developments;
- Aptitudes in reporting.

### ***1.16.11. Technical Writer (TW)***

University degree with minimum 1.5 years of experience in IS development or non-university degree with minimum 3 years of experience in IS development.

The TW should also have at least 1 year of technical documentation authoring experience and at least 1 year of experience with the office automation tools used in the Commission (MS-Office).

The Technical Writer requires having the following knowledge and skills:

- Capability of integration in an international/multicultural environment, rapid self-starting capability and experience in team working;
- Good writing skills;
- Ability to use the office automation tools used in the Commission (MS-Office).

### ***1.16.12. Database Designer/Manager***

University degree with 1.5 years of experience in database development and/or management with 3 years of experience as database developer.

The Database designer/Manager requires having the following knowledge and skills:

- Deep knowledge and experience of ORACLE 11;
- Capability of integration in an international/multicultural environment, rapid self-starting capability and willingness to work in a team;
- Ability to cope with fast changing technologies used in application developments.

### *1.16.13.Tasks*

#### 1.16.13.1.Project Manager (PM)

- Tasks to be performed by this profile:
- Manage the development and implementation of information systems to meet identified business needs, acquiring and utilising the necessary resources and skills, within agreed parameters of cost, timescales, and quality;
- Give proposals for project strategies, planning, definition of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems follow up and organisation;
- Guide the team in charge of project activities and review their deliverables;
- Participate in functional working groups and progress meetings;
- Estimate costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference;
- Prepare and maintain project and quality plans and tracks activities against the plan, provide regular and accurate reports;
- Monitor costs, timescales and resources used, and take action where these deviate from agreed tolerances. Ensure that delivered systems are implemented within these criteria;
- Manage the change control procedure gaining agreement for revisions to the project from project sponsors;
- Provide effective leadership for the project team ensuring that team members are motivated and constantly developing their skills and experience.

#### 1.16.13.2.Senior System Analyst (SSAN)

Tasks to be performed by this profile:

- Analysis of user requirements and design of new information systems;
- Production of use case models, software architecture documents, design and analysis models, implementation models.
- Data analysis, data modelling;
- Follow up of the developments;
- Technical Interface between the project leader and the developers;
- Participation in technical working groups, progress meetings and meetings with the users;
- Assistance in testing, the technical documentation, the technical training, the deployment, the evaluation and the reporting.

#### 1.16.13.3.System Analyst (SAN)

The System Analyst will be performing the same tasks as the Senior System Analyst.

#### 1.16.13.4.Senior Implementer (SI)

Tasks to be performed by this profile:

- Programming/maintenance of applications;
- Testing of applications;

- Installation and configuration of applications;
- Migration and updates of applications;
- Creation/maintenance of databases.

#### 1.16.13.5.Implementer (I)

Tasks to be performed by this profile:

- Programming/maintenance of applications;
- Testing of applications;
- Installation and configuration of applications;
- Migration and updates of applications.

#### 1.16.13.6.Senior Software Architect (SSAR)

Tasks to be performed by this profile:

- Analysis of information systems portfolio;
- Analysis of business processes;
- Analysis of organisational structures;
- IS cost/benefits analysis;
- Development and enhancement of architecture;
- Assistance with the implementation of the architecture;
- Data flow analysis.

#### 1.16.13.7.Test Manager (RTM)

Tasks to be performed by this profile:

- Quality and test advocacy;
- Resource planning and management;
- Resolution of issues that impede the test effort.

#### 1.16.13.8.Deployment Manager (RDM)

Tasks to be performed by this profile:

- Plan the product's transition to the user community ensuring those plans are enacted appropriately;
- Manage issues and monitor progress;
- Interact with the Data Centre for all deployment related issues.

#### 1.16.13.9.Tester (T)

Tasks to be performed by this profile:

- Definition of test plans;
- Definition of test cases;
- Construction of test scenarios and scripts;
- Test coordination and execution;
- Reporting of test results.

1.16.13.10. Technical Writer (TW)

Tasks to be performed by this profile:

- Writing technical documentation for information systems during their development;
- Integration of on-line help in information systems;
- Verification of the technical documentation against applications;
- Documenting the programs.

To execute task 4, EASO will require up to the following quantities of man/days:

	Maximum Total Man-days
Senior System Analyst	110
System Analyst	220
Senior Implementer	420
Implementer/Developer	210
Senior Software Architect	230
Technical Writer	30
Tester	150
Project Manager	130
Database Designer/Manager	120
<u>Test manager</u>	<u>35</u>
<u>Deployment manager</u>	<u>50</u>
<b>Total estimated Man-days</b>	<b><u><del>1620</del>1705</u></b>

## **2 THE CONTRACT**

### **2.1 THE NATURE OF THE CONTRACT**

The contract will be a service framework contract for the COI Portal.

It should be stressed that the Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EASO and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through "Order Forms" concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place EASO under any obligation to place an assignment. The Framework Contract does not preclude EASO from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EASO staff.

### **2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

The contract shall enter into force on the date on which it is signed by the last contracting party.

It is expected to be signed in August 2013/September 2013.

The duration of the tasks shall not exceed 36 months.

The execution of the tasks may not start before the contract has been signed.

### **2.3 PLACE OF PERFORMANCE**

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender.

### **2.4 TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.4 & II.15 of the draft service contract (Annex 4.2).

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, and II.15 and in Annex I to the draft service contract referred to above.

EASO reserves the right to pay less than the amount foreseen in article I.3.1 and annex 4.3.6 (financial proposal form) of the contract according to tasks effectively performed.

### **2.5 GUARANTEES (NOT APPLICABLE)**

### **2.6 LIABILITY**

#### **Joint Offers**

Partners in a joint offer assume joint and several liability towards EASO for the performance of the contract as a whole.

Statements saying, for instance:

that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or

that more than one contract should be signed if the joint offer is successful are thus incompatible with the principle of joint and several liability. EASO will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

### **Subcontracting**

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards EASO for performance of the contract as a whole. Accordingly:

EASO will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;

under no circumstances can the main contractor avoid liability towards EASO on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need EASO's express authorization to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.7 of the contract may be applied to sub-contractors.

Once the contract has been signed, Article II.7 of the above-mentioned contract shall govern the subcontracting.

## **2.7 DATA PROTECTION**

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by EASO's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data should be addressed to by the Office's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

## **2.8 IMPLEMENTATION OF THE CONTRACT**

The execution of the tasks Implementation of the tasks shall start only after the signature of the correspondent Order Form, as foreseen by article 1.2.2 of the Framework Contract.

Within 5 working days of a request for services being sent by the contracting authority to the contractor, the contracting authority shall receive the completed specific tender back, duly signed and dated.

Within 3 working days of an order form being sent by the contracting authority to the contractor, the contracting authority shall receive the completed order form, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.



### 3 THE PROCUREMENT PROCEDURE

#### 3.1 PREPARATION AND SUBMISSION OF THE TENDER

##### Preparation of the tender

###### 3.1.1.1 General

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

Tenders must be written in one of the official languages of the European Union.

Tenders must include the following information:

all the information and documents requested by EASO in order to assess the tender;

the price in euros;

one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form<sup>2</sup>, and a statement from the same agent confirming the validity of the tender;

the name and contact details of a contact person in relation to the submission of the bid.

If this is not included, the tender may be excluded from the procedure for the award of the contract.

Since tenderers will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements of the specifications.

###### 3.1.1.2 Content of the tender

###### 3.1.1.2.1 Section One: Administrative proposal

###### Eligibility documentation

The competition is open to any physical person or legal entity coming from countries within the EU and any other physical person or legal entity from a third country that has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement.

To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

The **Legal Entity Form**<sup>3</sup> is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial identification**<sup>4</sup> form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

The above forms must be accompanied by the evidence as indicated at the bottom of each form.

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents must specify very clearly by means of the appropriate forms, detailed hereafter, whether each company involved in the tender is acting as a

<sup>2</sup> See annex 4.3.1

<sup>3</sup> This form is available at:

[http://europa.eu/comm/budget/execution/legal\\_entities\\_en.htm](http://europa.eu/comm/budget/execution/legal_entities_en.htm)

<sup>4</sup> The form is available at:

[http://europa.eu/comm/budget/execution/ftiers\\_en.htm](http://europa.eu/comm/budget/execution/ftiers_en.htm).

partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

All tenderers must provide their legal entity form as well as the evidence indicated at the bottom of that form.

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

In case of a joint offer, only the co-ordinator must return the financial identification form.

In case of a tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the tenderer should mention this fact in the tender, together with any other relevant information in this connection.

In case of tenderers submitting a joint offer who have not yet set up a consortium or similar entity, the tenderers should be aware that, in case the tenderers are awarded the contract, EASO may require the tenderer to give a formal status to this collaboration before the contract is signed. This can take the form of:

an entity with legal personality recognized by a Member State; or

an entity without legal personality but offering sufficient protection of the Office's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**<sup>5</sup>, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

a **document**<sup>6</sup> clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;

a **letter of intent**<sup>7</sup> by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.18 of the draft service contract.

### Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**<sup>8</sup>, duly signed and dated in which they:

state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;

undertake to submit to EASO any additional document relating to the exclusion criteria, that EASO considers necessary to perform its checks, within seven calendar days following the receipt of EASO's request.

Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed, tenderers confirm that they have been notified of the following points.

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<sup>5</sup> See annex 4.3.1

<sup>6</sup> To be provided in free format

<sup>7</sup> See annex 4.3.1

<sup>8</sup> See annex 4.3.2

Administrative or financial penalties may be imposed by EASO on tenderers who are in one of the cases of exclusion provided for in Articles 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 109 of the Financial Regulation and Articles 142 and 145 of the Regulation laying down the rules for the implementation of the Financial Regulation.

## **Selection criteria documentation**

### General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid, It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders. An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

In case of joint offer or sub-contracting, the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

### Evidence of the economic and financial capacity of the service provider(s)

This proof is to be provided by submitting the completed Financial and Economic Capacity Overview Form<sup>9</sup>, as well as a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

If, for some exceptional reason which EASO considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which EASO considers appropriate. In any case, EASO must at least be notified of the exceptional reason and its justification in the tender. EASO reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

All tenderers must provide proof of their economic and financial capacity. If several service providers are involved in the bid, each of them, in principle, must have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

### Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

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<sup>9</sup> See annex 4.3.4

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EASO on its technical capacities and, if necessary, on its research facilities and quality control measures.

Evidence of the technical and professional capacity of the providers involved in the tender must be furnished on the basis of the following documents:

Evidence for selection criterion 2.1:

Brief description of the tenderer's business activities relating to the relevant services.

At least 1 CV for each profile with the required qualifications and experience listed in the technical specifications,

Indication of the average number (at least 2) of staff employed for each profile, in the last 3 years, listed in the technical specifications,

Description of the technical competencies, experience and training of all the staff involved (included subcontractors) in the provision of all services.

Description of the capability to replace if necessary or requested (because of unsatisfactory conduct, unsatisfactory abilities) of a tenderer's employee with one or more candidates with at least the same qualifications and experience.

Evidence for selection criterion 2.2:

At least two project references for which services were provided similar in volume and scope to those described in the Technical Specifications (please use annex 4.3.3).

Evidence for selection criterion 2.3:

Documented Quality Management Procedures, e.g. ISO 9001 or similar.

Description of internal Quality Assurance department or procedures.

At least one example of experience in working with Service Level Agreement (SLA) in the same field of services described in the Technical Specifications.

### **3.1.1.2.2. Section Two: Technical proposal**

#### **Qualitative award criteria documentation**

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tender of the successful tenderer shall become integral parts of the contract and will constitute annexes to the contract.

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria.

#### Assessment basis for award criterion AW1:

Description of how the tenderer intends to proceed with the installation in the contractor's premises of the latest stable version of the COI Portal from the production and test environments and how the tenderer intends to proceed with acquisition, setting up and maintenance, at the contractor's premises of any necessary IT infrastructure (software, hardware) to run the project and provide the services listed under all tasks.

#### Assessment basis for award criterion AW2:

Description of how the tenderer intends to assure a successful take-over of the project know-how (source code, configuration, operation, installation and provision of a detailed and precise timetable to perform take-over.

Assessment basis for award criterion AW3:

Description of how the tenderer intends to proceed with correction of any software defect (issue) detected by EASO, the Commission (DG-DIGIT), the stakeholders or the Contractor. In particular, description of the issue tracking tool used to perform this task, description of the technical persons (detailed CVs) that will be proposed to perform this task and description of quality assurance procedures.

Assessment basis for award criterion AW4:

Description of how the tenderer intends to achieve a successful installation, configuration, technical administration and operation of the system on the infrastructures of EASO and/or on the infrastructure of stakeholders connected to the Test, Production and Acceptance environments of the COI Portal (via Third Party/Stakeholders' IT Team responsible for it). In particular, description of the technical persons that will be proposed to perform this task and description of quality assurance procedures.

Assessment basis for award criterion AW5:

~~Description of how the tenderer intends to proceed with remote technical support—with any appropriate human and technical means—to achieve a successful installation and/or configuration and/or technical administration and/or operation of the system on the infrastructure of EASO and/or in on the infrastructure of the European Commission and/or on the infrastructure of the stakeholders (via Third Party/Stakeholders' IT Team responsible for it). In particular, description of the technical persons that will be proposed to perform this task and description of quality assurance procedures.~~

Description of how the tenderer intends to proceed to hand-over successfully the project know-how (source code, configuration, operation, installation).

Assessment basis for award criterion AW6:

~~Description of how the tenderer intends to proceed to hand-over successfully the project know-how (source code, configuration, operation, installation).~~

Description of how the tenderer intends to deal with requests for development and related technical support. In particular, description of the workflow, work plans, timetable, description of the technical persons that will be proposed to perform development and related technical support and description of the quality procedures.

Assessment basis for award criterion AW7:

~~Description of how the tenderer intends to deal with requests for development and related technical support. In particular, description of the workflow, work plans, timetable, description of the technical persons that will be proposed to perform development and related technical support and description of the quality procedures.~~  
Description of how the tenderer intends to proceed with remote technical support - with any appropriate human and technical means - to achieve a successful installation and/or configuration and/or technical administration and/or operation of the system on the infrastructure of EASO and/or in on the infrastructure of the European Commission and/or on the infrastructure of the stakeholders (via Third Party/Stakeholders' IT Team responsible for it). In particular, description of the technical persons that will be proposed to perform this task and description of quality assurance procedures.

### **3.1.1.2.3. Section Three: Financial proposal**

#### **Financial award criteria documentation**

Tenderers must use the financial proposal form<sup>10</sup> to formulate their financial proposal.

For task 1 (Take-over) and task 3 (Hand-over): the tenderer shall offer a forfeit price all inclusive;

For task 2 (Support for corrective maintenance): the tender shall offer a monthly rate all inclusive;

For task 4 (Ad-hoc corrective maintenance and development): the tender shall offer a price per day, per each profile listed below in the technical specifications.

The tender shall fill in Annex 4.3.6 – Financial Proposal Form.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to EASO by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;
- Prices shall not be conditional and be directly applicable by following the technical specifications.

Prices shall be fixed and not subject to revision for the first period of 12 months laid down in the contract. After the first 12 months, 80% of each price may be revised yearly upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract was signed.

The revision shall be determined by the trend in the harmonised consumer price index published by the Publications Office. This index is published in the monthly bulletin of the Statistical Office of the European Communities (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the Euro: Statistics).

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times \left( 0.2 + 0.8 \frac{Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the request to revise prices.

The reference price for the award of the contract shall consist of one amount:

the amount in payment of the tasks executed, as stated in Article I.3.1 of the contract.

In any case, this amount constitutes the maximum amount payable for the services performed.

~~For each category of staff to be involved in the project, the tenderer must specify the total labour costs.~~

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<sup>10</sup> See annex 4.3.6

~~Bids involving more than one legal entity must specify the amount for each legal entity.~~

~~Bids involving more than one service provider must specify the amounts for each provider.~~

All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, EASO may disqualify the bid. EASO reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

EASO may request, for instance for the purpose of the evaluation, that the tenderer specifies:

- The total labour cost for each category of staff to be involved in the project,
- The amount for each legal entity involved in case of bids involving more than one legal entity,
- The amounts for each provider in case of bids involving more than one service provider.

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The contractor shall work at its premises, using its software and hardware. The contractor shall be responsible for the acquisition of all software licenses, support contracts and equipment needed for the successful completion of the project's objectives.

### 3.1.1.3 Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Contracts Sector and marked "*Invitation to tender No EASO/2013/101*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies).

### Submission of the tender

#### 3.1.2.1 General terms and conditions for submission

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.

The tenderer's bid, in conjunction with the technical specifications, shall be an integral part of the contract and will constitute annexes to the contract.

Once EASO has accepted the tender, it shall become the property of EASO and EASO shall treat it confidentially.

EASO shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

The offer must remain valid for a period of 9 months following the final date for submitting tenders (see below). During this period, tenderers must maintain all the conditions of their bids.

The tendering procedure shall not involve EASO in any obligation to award the contract.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when EASO decides not to award the contract.

#### 3.1.2.2 Requirements for submission

Tenders may be:

either sent by registered mail, posted no later than ~~1504~~/07/2013, (date as postmark); to the following address:

*European Asylum Support Office (EASO)  
Invitation to tender No: EASO/2013/101  
General Affairs and Administration Unit  
Contracts Sector  
MTC Block A, Winemakers Wharf,  
Grand Harbour Valletta, MRS 1917, Malta*

or sent by courier services, no later than ~~1504~~/07/2013 (date of deposit slip), to the following address:

*European Asylum Support Office (EASO)  
Invitation to tender No: EASO/2013/101  
General Affairs and Administration Unit  
Contracts Sector MTC Block A, Winemakers Wharf,  
Grand Harbour Valletta, MRS 1917, Malta*

or delivered by hand, in person or by an authorised representative no later than 16:00 hours Malta time on ~~1504~~/07/2013, (date of acknowledgement of receipt by the Office) to the address mentioned above.

Tenderers shall observe precisely the above indications in order that tenders reach their specified destination in due time.

Evidence of timely submission by post or courier service will be constituted by the date of the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

### **3.1 CONTACT BETWEEN THE TENDERER AND EASO**

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure:

However, in exceptional circumstances contact may be made on the tenderers' initiative before the final date for the receipt of bids, in order (and only for this reason) to clarify the nature of the contract.

Such requests for further information may be made only in writing with the subject indication « *EASO/2013/101* » to the following e-mail address:

*contracts@easo.europa.eu*

EASO is not bound to reply to requests for additional information made less than five working days before the deadline for submission of tenders.

Insofar as it has been requested in good time, the questions raised and the additional information provided by EASO will be published on the website at:



<http://easo.europa.eu/finance/procurement/>

All tenderers are advised to take note of the fact that no additional information will be sent (neither by post nor by e-mail) regarding new information that has become available. Therefore, all tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

Similarly, contact may in exceptional circumstances be made on EASO's initiative:

- before the final date for the receipt of bids, in order to inform interested parties of an error, a lack of precision, an omission or any other material shortcoming in the drawing up of the documents of the invitation to tender;
- or, after the opening of bids, where a bid requires clarification or in order to correct material errors made in drawing up a bid.

Please note that in any event such contact may not result in a modification of the terms of the bid. In case EASO deems it appropriate to provide additional information it will be published on the website mentioned above.

### 3.2 OPENING OF THE TENDERS

Tenders will be opened at ~~1015~~:00 on ~~2208~~/07/2013 at the following location:

*European Asylum Support Office (EASO)  
MTC Block A, Winemakers Wharf,  
Grand Harbour Valletta, MRS 1917, Malta*

A representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the above-mentioned e-mail address. This notification must be signed by an authorised representative of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

### 3.3 EVALUATION OF THE TENDERS

The evaluation will be based on each tenderer's bid. In addition, EASO reserves the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

### Stage 1 – application of exclusion criteria

In accordance with Articles 106 and 107 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form<sup>11</sup>.

Furthermore, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f).

### Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated.

<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
1.1 Sufficient turn-over in relation to the provision of services  Average annual consolidated turnover exceeding EUR 250.000, for the past three years (2010, 2011 and 2012 figures)
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
2.1 Sufficient ability to provide the human resources necessary for the provision of the IT services indicated in the technical specifications
2.2 Sufficient experience in the provision of services similar in volume and scope to those indicated in the technical specifications
2.3 Sufficient ability to apply quality assurance management for the provision of the IT services such as those indicated in the technical specifications

A consolidated assessment shall be made for joint offers (all members of the consortium together) and in case of subcontracting (tenderer plus subcontractor) to the extent that those entities put their resources at the disposal of the tenderer for the performance of the contract, as evidenced by a clear undertaking on the part of those entities.

### Stage 3 - application of award criteria

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

Qualitative award criteria

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<sup>11</sup> See annex 4.3.2

No	Qualitative award criteria	Weighting (maximum points)
1.	Quality of the proposal for the installation in the contractor's premises of the latest stable version of the COI Portal from the production and test environments, and for acquisition, setting up and maintenance, at the contractor's premises of any necessary IT infrastructure (software, hardware) to run the project and provide the services listed under all tasks.	9 (minimum required: 6)
2.	Quality of the proposal for a successful take-over of the project know-how (source code, configuration, operation, installation) and provision of a detailed and precise timetable to perform take-over.	10 (minimum required: 6)
3.	Quality of the proposal for correction of any software defect (issue) detected by EASO, the Commission (DG-DIGIT), the stakeholders or the Contractor. In particular quality of the proposal for the issue tracking tool used to perform this task, quality of the proposed technical persons (detailed CVs) to perform this task and quality of the proposed assurance procedure.	18 (minimum required: 11)
4.	Quality of the proposal to achieve a successful installation, configuration, technical administration and operation of the system on the infrastructures of EASO and/or on the infrastructure of stakeholders connected to the <u>Test, Production and Acceptance environments of the COI Portal (via Third Party/Stakeholders'IT Team responsible for it). In particular, description of the technical persons that will be proposed to perform this task and description of quality assurance procedures.</u>	9 (minimum required: 5)
5.	<del>Quality of the proposal to provide remote technical support with any appropriate human and technical means to achieve a successful installation and/or configuration and/or technical administration and/or operation of the system on the infrastructure of EASO and/or in on the infrastructure of the European Commission and/or on the infrastructure of the stakeholders (via Third Party/Stakeholders'IT Team responsible for it). In particular quality of the proposed technical persons to perform this task and quality of the proposed quality assurance procedures.</del> <u>Quality of the proposal to successfully hand-over the project know-how (source code, configuration, operation, installation).</u>	<del>17 (minimum required: 10)</del> <u>20 (minimum required: 12)</u>

6.	<del>Quality of the proposal to successfully hand over the project know-how (source code, configuration, operation, installation). Quality of the proposal to deal with requests for development and related technical support. In particular quality of the proposal of workflow, work plans, timetable, description of the technical persons that will be proposed to perform development and related technical support and quality of the proposed quality procedures.</del>	<del>20 (minimum required: 12) 17 (minimum required: 10)</del>
7.	<del>Quality of the proposal to deal with requests for development and related technical support. In particular quality of the proposal of workflow, work plans, timetable, description of the technical persons that will be proposed to perform development and related technical support and quality of the proposed quality procedures. Quality of the proposal to provide remote technical support - with any appropriate human and technical means - to achieve a successful installation and/or configuration and/or technical administration and/or operation of the system on the infrastructure of EASO and/or in on the infrastructure of the European Commission and/or on the infrastructure of the stakeholders (via Third Party/Stakeholders'IT Team responsible for it). In particular quality of the proposed technical persons to perform this task and quality of the proposed quality assurance procedures.</del>	17 (minimum required: 10)
	<b>Total technical score</b>	<b>100 (overall minimum:60/100)</b>

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the Office may decide to give a zero mark for the relevant qualitative award criteria.

Tenders scoring less than 60 % in the overall points total or less than the minimum required for a single criterion will be excluded from the rest of the assessment procedure.

#### Price Award Criterion

Tenders shall fill in Annex 4.3.6 – Financial Proposal Form.

<b>Price Award criterion</b>	
	<p>The price will be evaluated:</p> <ul style="list-style-type: none"> <li>= 70% of Price Task 1 (Take-over)</li> <li>+ 95% of Price Task 2 (Support for corrective maintenance)</li> <li>+ 70% of Price Task 3 (Hand-over)</li> <li>+ 100% of Price Task 4 (Ad-hoc maintenance and development)</li> </ul> <p>= <b>Price ONLY FOR AWARDING</b></p>

**Tenders presenting a total maximum amount (*NOT the price for awarding above*) for task 1, 2, 3, 4 superior to 700.000 € will be excluded from the rest of the assessment procedure.**

#### Final Evaluation

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

<b>Final Evaluation</b>	
Score for Tender X =	Lowest price for awarding/price for awarding Tender X * Total quality score (out of 100) for award criteria of Tender X/100

### 3.4 AWARD OF THE CONTRACT

EASO will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to cancel the procedure.

If a written request is received from any non-successful tenderer, EASO will inform the tenderer of the reasons for their lack of success and of the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

The procurement procedure may be concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to below shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Office shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, EASO reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration of honour:

- 1 EASO shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 EASO shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Office requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, EASO may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 EASO may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EASO in a previous procurement procedure and confirm that no changes in his

situation have occurred. He shall indicate in its tender all the references necessary to allow the Office services to check this evidence.