

Annex II.4. Service Requirements (SR)

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1. INTRODUCTION AND PURPOSE OF THE DOCUMENT

This document is part of the PE/ITEC-ITS17 Tender Specifications and contains a detailed description of the procedures for the execution of the services foreseen in the Framework Contract.

The current document complements the following documents also part of the PE/ITEC-ITS17 Tender Specifications:

- **Annex II.1: Specification of services.** Describing the characteristics, nature of tasks, profiles, roles and technical areas.
- **Annex II.2: Profiles.** Defining the generic profiles and roles which constitute the whole range of competences and responsibilities required for ITS17.
- **Annex II.3: Case studies.** Presenting the case studies that will be used to assess the tenderer's technical offer.
- **Annex II.5: Service Level Agreement.** Defining the mechanisms used for contract management, laying down the minimum quality performance levels for service management and setting up the penalties linked to them.

Other documents also part of the Tender Specifications, setting up the context for contract execution are the following:

- **Annex II.6: European Parliament's ICT Environment**
- **Annex II.7: EMAS Environmental Policy**
- **Annex II.8: European Parliament's Work Calendar**

2. NA

3. ORDERING PROCESSES

Services shall be provided on the basis of three different kinds of orders (Specific Contracts):

- Time & Means Specific Contracts, which correspond to the order of a number of hours performed at the Parliament's premises
- Fixed Price Specific Contracts, which correspond to the order of a number of deliverables, corresponding to the work to be delivered within a specified deadline
- Quoted Time & Means Specific Contracts which correspond to the order of a number of hours for defined subtasks

The ordering process is initiated by the European Parliament via a Request for offer Form sent to the contractor describing the required services. The contractor must, within the a time period indicated in the framework contract after dispatch of the request, either decline the request or make a proposal to the European Parliament for the execution of the request. The process completes with the signature of a Specific Contract (i.e. an order), or with the withdrawal of the Request for offer.

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

3.1. Time and Means orders (TM)

Time & Means orders are executed on the European Parliament's premises i.e. on site

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

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

- The contractor must submit proposals meeting the requirements as specified in the request for offer forms and associated documents. The contractor's proposed staff must match the requested profile description and the specific needs indicated in the request for offer form;
- the contractor must be able to propose per requested profile at least two (and maximum four) qualified persons to choose from;
- pre-defined CV forms must be used. All information indicated in the CV has to be correct, validated and up-to-date;
- persons proposed must be available for interviews;
- persons proposed must be available at the start date indicated in the Specific Contract;
- in some cases, on European Parliament's request travels outside the normal location can be required, without additional chargeable costs for travel to and accommodation in the three usual places of work;
- on the European Parliament's demand, the contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no cost to the European Parliament;
- the contractor shall give at least one month's notice to the European Parliament of any personnel changes in the team. The prior agreement of the European Parliament must be obtained to perform the change;
- in case of *force majeure*, if the original person is no longer able to carry out the work, the contractor is obliged to inform the European Parliament, immediately provide a competent replacement person and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the European Parliament. Any such replacement will be effected at no additional cost to the European Parliament;

- in case of replacement, the handover period must be at least 20 working days, free of charge for the European Parliament. If no handover is possible, at least 10 additional working days (free of charge for the European Parliament) must be performed by the replacement person;
- in case of replacement, the contractor must propose a minimum of two (and a maximum of four) CVs per person to be replaced with the required qualifications and experience for each profile. If the contractor does not propose suitable replacement staff, the European Parliament may immediately terminate the contract;
- on the European Parliament's demand, during holidays or other periods of planned absence by the person employed, the contractor will be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the European Parliament. All such training and handover work will be carried out at the contractor's expense;
- when a person is no longer available before the start of a new contract, the contractor is obliged to inform the European Parliament immediately. The European Parliament can cancel the contract, ask for a replacement as specified before, or activate the cascade mechanism;
- every day during which services are provided, the Contractor or its staff shall record the time worked. The records shall be set up in the manner defined by the European Parliament's technical representative named in the Specific Contract. At the end of each month, the Contractor or its staff shall complete and sign the form provided in **Annex I.8 Time Sheet Form** and forward it to the European Parliament's technical representative who shall be in charge of checking the consistency between the daily records and the monthly attendance sheet;
- the invoicing is based on the number of hours performed according to the quality indicators defined in point 4.2 of **Annex II.5 Service Level Agreement**;

The monthly activity report defined in point 4.3 of **Annex II.5 Service Level Agreement**, together with the form provided in **Annex I.8 Time Sheet Form** duly completed and signed will be attached to the invoice for the relevant period. Payment of the invoice will be made only upon approval of both items by the European Parliament.

Remark: The request form can combine different profiles, with the requested quantity for each profile and the individual workload.

3.2. Fixed Price orders (FP)

Fixed Price orders are executed on the European Parliament's premises (on site) or outside the premises of the European Parliament (near site or off site).

In a Fixed Price order the European Parliament specifies the deliverables corresponding to the work to be delivered within expected deadlines.

The following conditions apply to Fixed Price (FP) orders:

- the contractor must submit proposals meeting the requirements specified in the Request for offer forms and associated annexes (specifications, work packages, deliverables, deadlines etc.);
- the offer must include a project plan. It has to indicate the proposed activities, the team structure, profiles (), roles, responsibilities and workload (person-hours) of the different

team members. Based on this, the financial offer must be based on the estimation of the number of hours for each profile;

- the contracting party has to supply a single CV per person proposed in adequacy with the required profile ;
- when the tasks are performed near site or off site, the contractor shall provide all necessary infrastructure on his premises for the successful execution of the work. The location of the Parliament premises to which near site or off site services refer will be specifically defined in each case;
- project meetings are typically held in the Institutions' sites. Deliverables have to be formally remitted at these locations. Travel to and accommodation costs at the places of delivery are not reimbursed. If appropriate and technically feasible, video-conference could be organised on the European Parliament's demand;
- deliverables must be timely delivered, and conform to the specifications as described in the Specific Contract;
- invoicing is based on the acceptance of the deliverables by the European Parliament, independently of the actual workload (person-hours consecrated to the completion of deliverables). No extra charge will be paid for works executed outside normal working days or normal working hours;
- meetings with a member of the team at the location of delivery including acceptance process can be required without any additional cost by the European Parliament. Typically, they will not exceed one per week on average;
- the warranty specified in **Article I.10** of the Framework Contract applies to the deliverables accepted by the European Parliament.

3.3. Quoted Time and Means orders (QTM)

Quoted Time & Means orders are executed on the European Parliament's premises (on site) or outside the premises of the European Parliament (near site or off site).

In a Quoted Time & Means order the European Parliament specifies the different tasks and subtasks to be executed.

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

- the European Parliament specifies the different tasks and sub-tasks to be executed . The European Parliament may define also the required profiles;
- the contractor must submit proposals meeting the requirements as specified in the Request for offer forms and associated documents (e.g. technical annex with description of sub-tasks, etc.);
- the offer must include a technical proposal based on the requirements, the profiles () and workload (person-hours). The financial proposal has to be based on the profiles and their workload;
- the contracting party has to supply a single CV per person proposed in adequacy with the required profile;

- contractor's staff must match the requested profile description;
- when the tasks are performed near site or off site, the contractor shall provide all necessary infrastructure on his premises for the successful execution of the work. The location of the Parliament premises to which near site or off site services refer will be specifically defined in each case;
- project meetings are typically held in the Institutions sites. Deliverables have to be formally remitted at these locations. Travel to and accommodation costs at the places of delivery are not reimbursed. If appropriate and technically feasible, video-conference could be organised on the European Parliament's demand;
- the work is divided into various sub-tasks performed during the execution of the Specific Contract. The European Parliament will provide the contractor with a detailed description of each sub-task during the execution of the Specific Contract. The contractor will send the European Parliament a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of person hours with the requested profile(s). When agreement with the European Parliament has been reached, a form is signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the European Parliament;
- if required, meetings and the physical delivery of a sub-task - including acceptance process, have to take place at the European Parliament's premises. Typically these activities will not exceed one day per week on average;
- the warranty specified in **Article I.10** of the Framework Contract applies to the deliverables accepted by the European Parliament.

4. DELIVERY FOR ALL TYPES OF ORDERS

4.1. Languages

The required services must be at least provided in the following language(s) in each location of delivery:

| Location of delivery | Language |
|--|-----------------------|
| Brussels + Luxembourg + Strasbourg (exceptionally in the European Parliament's delegations/representations abroad), optionally Cologne and Lisbon | French and/or English |

When necessary, additional language requirements may be included in the request for offer forms.

4.2. Place of work

For all purposes related to this contract, the expressions "normal locations of delivery/European Parliament premises" are to be considered as all the European Parliament premises located in Brussels, Luxembourg and Strasbourg. Data Centres located in the proximity of the cities of

Brussels and Luxembourg are to be considered as part of the European Parliament premises to which they are linked, thus integral part of them.¹.

Depending on the request for offer, work can be executed on the European Parliament's premises (so-called on site work) or on the contractor's premises (so-called both near site and off site work). On call/ stand by services may also be requested.

The European Parliament indicates on the Request for Offer Form (RFO) where the work has to be delivered, as well as, if necessary, the times of presence required at each place of delivery. Both elements, however, could eventually be adapted to the needs of the service during contract execution. No fee will be applied for the traveling time between the three normal locations of delivery (Brussels, Luxembourg, Strasbourg). Travel, accommodation and subsistence expenses incurred within and between the normal locations of delivery shall not be reimbursed.

In the case of **on site** work, the execution of the contract must be performed at European Parliament premises as required in Brussels (Belgium), Luxembourg (Luxembourg) and Strasbourg (France). The infrastructure will be provided by the European Parliament.

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

In the case of **on call/standby**, the person on duty shall permanently remain reachable via any agreed telecommunication means and shall remain at an adequate distance so as to be able to be on site within a maximum of two hours. The two hours distance is to be understood as the maximum time allowed from the time of the request for on site presence by the European Parliament to the arrival time to the European Parliament premises. Once the person arrived to the European Parliament premises, the price will be the one applied to on site work at the day and time when the work will be executed.

In the case of **off site** work, the execution of the contract will be performed primarily at the contractor's premises. Project meetings are typically held in the locations of delivery mentioned above. Deliverables have to be formally remitted at these locations. Travel to and accommodation costs at the place of delivery are not reimbursed.

In the case of **near site** work, the execution will take place in the contractor's premises located out of the European Parliament premises but at an adequate distance so as to be able to be on site within a maximum of two hours. The two hours distance is to be understood as the maximum time allowed from the time of the request for on site presence by the European Parliament to the arrival time to the European Parliament premises.

In the latter two cases, the infrastructure will be provided by the contractor. Project meetings are typically held in the Institutions sites. Deliverables have to be formally remitted at these locations. Travel to and accommodation costs at the place of delivery are not reimbursed.

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

4.3. Travels outside normal locations of deliveries

¹ Equivalent consideration is to be applied to the other Institutions and Agencies participating in this call for tenders, as regards their main work premises and eventually the annexes attached to them.

As an exception, the European Parliament may request delivery of services outside of the normal locations of delivery, e.g. in the European Parliament's delegations or representations abroad.

Where travel is necessary for service delivery abroad, travel costs and subsistence expenses will be reimbursed following the terms set up in **Annex I.3** of the Framework Contract.

4.4. Working hours

For all purposes derived from the implementation of this Framework Contract and the related Specific Contracts:

- **normal working hours** are between 8.00 and 20.00. Specific normal working hours may be applicable;
- **a full normal working day** includes eight normal **working** hours;
- **normal working days** are defined as the European Parliament's effective working days (Monday till Friday), excluding Saturdays and Sundays as well as European Parliament's public holidays and European Parliament's office closing days;
- **one full year** corresponds normally to an effective workload of +/- 220 normal working days.

The European Parliament may request delivery of services outside the normal working times. Details regarding the prices attributed to different working times are to be found in the price table. (see **Annex III.1** of the Framework Contract).

The European Parliament indicates in the Request for Offer form, if necessary, the times of presence required at each place of delivery, which could, however, be adapted to the needs of the service during contract execution.

Should presence be required at two places of work in the same day, travelling times would be calculated as follows:

- Travelling time shall be considered as the time from the departure of whatever means of transport is used to its return to the normal place of work. Journeys shall be arranged so as to minimize the length of traveling, depending on the means of transport used and working hours and in the light of optimum cost effectiveness.
- The outward journey must be made using the last possible means of transport available prior to the commencement of work. The return journey must be made using the first possible means of transport available after the completion of work.
- Travelling time shall be automatically extended by:
 - 30 minutes before departure time and after arrival time for journeys by train;
 - two hours before take-off time and after landing time for journeys by air.

No additional time shall be added to the traveling time's length if a private car is used.

4.5. Acceptance of work

For orders, official acceptance of the work carried out will take place at milestones during and at the end of each order execution using a procedure agreed to at the beginning of the Specific

Contract. Invoices may be issued only for executed orders and tasks that have been completed and duly accepted. More detailed explanations are given in **Annex I.4 "Invoicing procedures"** and in **Annex II.5 "Service Level Agreement (SLA)"** of the Framework Contract.

4.6. Training

As a rule, the European Parliament will not take charge of the training of the contractor's staff.

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

In exceptional cases (e.g. if the training course is not provided externally) and on special request of the European Parliament, staff working for a Time and Means contract may follow an informatics training course organised by the European Parliament. However, the training days are not paid to the contractor by the European Parliament.

In principle, the contractor is asked to plan at least 5 days training per year for its staff working at the European Parliament's premises.

In the context of Time and Means contracts, if the European Parliament asks the contractor's staff to follow a non informatics training necessary for the work (e.g. Business procedures or application functionalities), it is considered as a normal working day paid by the European Parliament.

4.7. Security clearance

When required by the European Parliament's services for security reasons, the European Parliament may ask from contractors in a specific request that they agree to a security clearance of the staff involved for the provision of certain services. This will be considered as a specific requirement for a specific project or service, and not influence the other conditions.

4.8. Conflict of interests

In the event of a conflict of interest of an operational nature, for example in the case a contractor is awarded a contract for a development task and a contract for a studies or support task, the European Parliament may decide that a specific project or service in the first area and a specific project or service in the second cannot be carried out by the same contractor (or group member or subcontractor). In this case and other cases of conflict of interest, this contractor will not be asked to provide the services related to the studies or support project and will not be part of the cascade for this specific request.