

Ref. Frontex/NP/15/2020

**Business analysis and IT-project support
services for IRMA 2.0**

**Annex II
Terms of Reference**

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1. Terms and Definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its appendices, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning:

Term	Abbreviation	Meaning
Business Requirements Specifications document	BRS	A requirements package that describes business requirements and stakeholder requirements
Contractor		The successful bidder of this Contract.
Contracting Authority		Frontex - The European Border and Coast Guard Agency.
Extended Working Hours	EWB	Any working hours other than <i>Normal Working Hours</i> .
Frontex Application for Return	FAR	FAR is currently a system in which MS manage their involvement in Frontex return operations. The system contains a module for return of irregular migrants via scheduled flights and another module for return via charter flights.
Frontex	FX or EBCG	The European Border and Coast Guard Agency.
Frontex Headquarters	FX HQ	Frontex premises located at Plac Europejski 6, 00-844 Warsaw, Poland.
Frontex Application for Return	FAR	Platform for managing return operations within Frontex.
Integrated Return Management Application	IRMA	Central system for information exchange in the area of returning irregular migrants within Frontex
IRMA 2.0	IRMA 2.0	The next version of IRMA, under which the existing FAR application will be merged with IRMA and new functionalities will be included in accordance with the Agency's new mandate.
Member State	MS	The European Union member state.
Normal Working Day	NWD	From Mondays to Fridays inclusive, excluding Frontex holidays. Frontex holidays usually cover Easter Break, 1-3 May, 9 May, Corpus Christi in June, Assumption Day in August 1 and 11 of November, last week of December and 1 day of January. Detailed list will be provided to the Contractor at the end of each calendar year.
Normal Working Hours	NWH	Working hours from 08:00 to 20:00 on Normal Working Day.

Term	Abbreviation	Meaning
Personal Data		Shall have the same meaning as set out in the Regulation (EC) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.
Terms of Reference	ToR	Annex II - Terms of Reference
Software Requirements Specifications document	SRS	Detailed and structured requirements documentation that contains the functional requirements

2. General Information

2.1. General Terms

The tasks and requirements shall meet the quality criteria and levels, and all the terms and conditions specified below, as well as goals and approaches are to be followed and respected in this Contract. The tasks requested in this Contract shall be performed in a professional manner in accordance with technical norms, standards and procedures based on best professional practice and in the way and at the quality and performance levels not lower than offered by the Contractor in his Technical Proposal.

The General Terms and Conditions for Information Technology Contracts (GTCITC) shall apply (Annex VIII).

The General Terms and Conditions for Information Technology Contracts shall apply to this Service Contract, according to the order of precedence defined in the Annex III Draft Contract. Any definition of a term used in this document, if not included in chapter 1, shall be identified in the GTCITC.

2.2. Contract Type

This contract for provision of business analysis and IT-project support services in support of the IRMA 2.0 project is a “Time and Means” Service Contract.

2.3. Working environment and conditions

For the purpose of execution of this Contract and for its duration Frontex will provide the following resources:

- Office space at Frontex Headquarters for the Contractor’s staff performing tasks under the Contract.
- Upon approved request by the Business Project Manager the analyst can work from a different location.
- When necessary, taking part in meetings at the premises of the company responsible for the implementation.
- Access to all necessary premises and elements of infrastructure to conduct the tasks.
- Access to all necessary documentation and information in Frontex possession that are necessary to conduct the tasks.
- Computers, software licenses and other ICT tools for the duration of the Contract; Frontex may require exclusive use of it.

All software necessary for the accomplishment of the tasks under this Contract will be installed on Frontex hardware and will remain at Frontex without deletion, change, or deletion of configuration at the end of the Contract.

3. Subject and Background

3.1. Subject

The new mandate of Frontex under Regulation (EU) 2019/1896¹ establishes an integrated return management platform for information exchange concerning the return of irregular migrants.

This service contract is concluded to provide services in the area of business analysis and IT-project support for the establishment of such a system.

3.2. Objectives

The main goal of this Contract is to provide Frontex with services of continuous support in the analysis of the IRMA 2.0 solution and project support.

The main objectives of this contract are as follows:

- 1) Preparation and maintenance of the Business Requirements Specifications document (BRS) and Software Requirement Specifications document (SRS) in the context of the IRMA 2.0-project;
- 2) The optimisation and redesign of the processes currently managed in the Frontex Application for Return (FAR), for their seamless inclusion in the IRMA 2.0-platform;
- 3) Provide for change management process in ensuring the adaptability of all processes designed and all requirements delivered (in-built adaptability to change) to developed solution;
- 4) Splitting the requirements up in work packages, inclusion in the backlog and adjustment per given iterations;
- 5) Update and maintenance of the backlog;
- 6) Verification of the implementation of the BRS and SRS;
- 7) Support the preparation and maintenance of project documentation;
- 8) Support the preparation and maintenance of other documentation, e.g. documentation required for data protection reasons;
- 9) Support the project management;
- 10) Prepare backlog for development per iteration.
- 11) Support the user acceptance test process.

The Contractor shall observe the above-described objectives through-out the execution of the Contract, support Frontex in achieving them and report any threats to them.

The goals are to be achieved under direction of the Frontex Business Project Manager of the IRMA 2.0 project as well as in close and regular cooperation with the Frontex IT Project Manager of IRMA 2.0., and with other consultants (contractors performing other assignments) and Frontex stakeholders (mainly Business and System Analyst, Business Users, Frontex ICT Unit and Development Team).

3.3. Background information and current situation

Due to a current lack of sufficient digitalisation within the European Centre for Returns (ECRet), the centre is unable to fully cover the Member states' needs in the area of return. The existing systems should also be improved in order to enhance user satisfaction. Furthermore, the existing systems are insufficiently integrated.

ECRet also needs to get ready for the implementation of Frontex' new mandate and article 49 (1) c and d, as well as article 50 in particular. The latter entails the establishment of a central system and a

¹ Regulation (EU) 2019/1896 of the European Parliament and of the Council of 13 November 2019 on the European border and Coast Guard and repealing Regulations (EU) No 1052/2013 and (EU) 2016/1624 (OJ L 295, 14.11.2019, p. 1-131).

communication infrastructure to allow Member States to connect their national Return Case Management Systems (RECAMAS) to the central system.

The outcome of this project should be the development of a (central) system (IRMA 2.0) that is coherent from a user perspective and that fully supports ECRet’s operational activities.

3.4. Stakeholders

The main stakeholders of the IRMA 2.0 project are:

- [Frontex European Centre for Returns](#);
- [Frontex Information and Communication Technology Unit](#);
- [Information Fusion Centre](#).

Frontex may bring other consultants sourced through other contracts. Upon Frontex request the Contractor shall collaborate with the Frontex-appointed consultants and contractors.

3.5. Target situation

3.5.1. As a final result, it is expected that Frontex will establish an IRMA 2.0 solution which will cover all IRMA 2.0 target Situation

The illustration below provides a conceptual overview of the target situation of IRMA 2.0. It also allows to place the FAR component in the overall context of the envisaged system. The FAR component should namely provide the possibility to manage the processes related to Return Operations, but the access management and role management should be taken care of in the common access management module of the platform. The look&feel should be the same for all IRMA 2.0 components and it should be possible to have seamless access from the content sharing platform to the business process applications, including FAR.

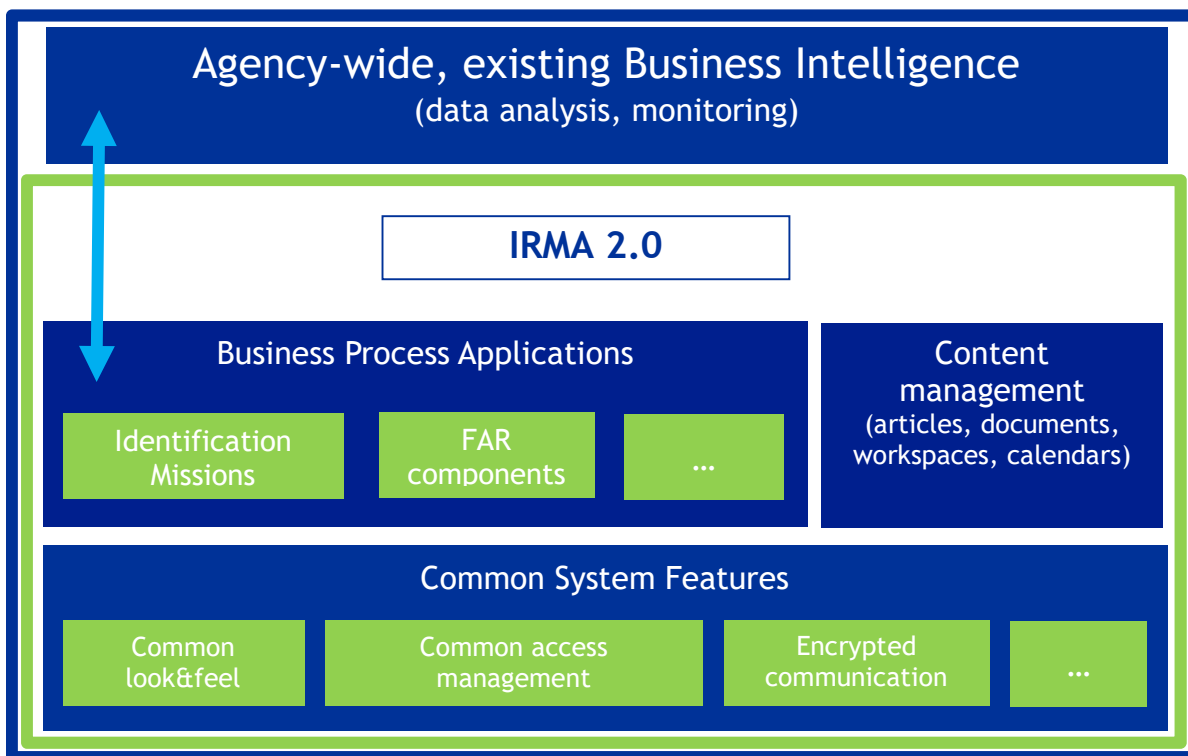


Figure 1: conceptual overview of the target context of the IM component of IRMA 2.0

3.5.2. FAR component target situation

The target situation in that implements the objectives described in section 3.2 and should be described in the Business Requirements Specifications Document (BRSD) and other relevant deliverables in section 4.4.

In sum a solution should be designed that allows Frontex and its stakeholders to manage the return operations process, consisting of 2 sub processes (returns via charter flights and return via scheduled flights) in a more interlinked and efficient way.

The processes should become simpler, more efficient, more interlinked and allow for better reporting possibilities (BI).

The need for interlinking the processes is for efficiency purposes: currently Member States choose the process (charter flights or scheduled flights) without taking into account the cost effectiveness for Frontex.

4. Scope of Services

The subject of this contract is delivery of business analysis and project support services in support in the context of the IRMA 2.0-project. The aforementioned services shall be delivered in tasks:

- 1) Task 1: Provision of business analysis services to the IRMA 2.0 project
- 2) Task 2: Business analysis of the FAR Scheduled flights and charter flights components
- 3) Task 3: Provision of project support services to the IRMA 2.0 project

The target product of provided services shall be compliant with the highest norms, standards and procedures based on best professional practice for business analysis.

4.1. Task 1: Provision of business analysis services to the IRMA 2.0 project

The aim of this task is to deliver and maintain the business requirements documentation for the overall IRMA 2.0 Solution. The task includes the following activities (non-exhaustively listed):

- 1) Study the existing analysis prepared in order to clarify, improve and implement changes in the documentation if necessary;
- 2) Discuss the needs with business-side, and root cause of the need/change
- 3) Dependency analysis
- 4) Consult with ICT team to prepare solution proposals that will satisfy the business-side
- 5) Propose alternatives and present the consequences of particular solutions to the business
- 6) Prepare/maintain Business Requirement Specification (BRS) documentation
- 7) Ensure that the BRSD has sufficiently incorporated the possibility for change requests during or after the delivery of the solution
- 8) Provide all necessary clarifications to the developers during development process
- 9) Guide business if necessary in user acceptance tests and support the testing process in general.
- 10) Update the maintenance documentation from a user perspective
- 11) Plan and report on tasks

Task 1 will follow the following indicative schedule:

No.	Activity	August				September				October				November				Comments
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
1	Update existing documentation																	This excludes charter flights and scheduled flights, see task 2.
	Confirm existing requirements with business stakeholders																	
	Identify items in the documentation that need to be updated																	
	Establish list of areas requiring an update																	
2.	Update analysis “content Management”-component																	
	Update business analysis documentation for content management and ensure adaptability																	Documentation to be presented and accepted by stakeholders.
	Create backlog for development																	
3.	Update analysis “Access Management”-component																	
	Update business analysis documentation for content management and ensure adaptability																	Documentation to be presented and accepted by stakeholders.
	Create backlog for development																	

4.2. Task 2: Business analysis of the scheduled flights and charter flights components

The aim of this task is to deliver and maintain the business requirements documentation for the charter flights and scheduled flights components of the IRMA 2.0 Solution. The main purpose of this task is to optimise the processes in the existing FAR application, including by discovering opportunities for interfaces between both processes.

The task includes the following activities (non-exhaustively listed):

- 1) Mapping the as-is state of the FAR charter flights, FAR scheduled flights and FAR readmission modules
- 2) Drafting the to-be processes of the charter flights module and scheduled flights modules in IRMA 2.0 including interfaces between the processes in consultation with Frontex ICT unit and the dedicated project manager for the scheduled flights and charter flights modules
- 3) Ensure that the BRSD has sufficiently incorporated the possibility for change requests during or after the delivery of the solution
- 4) Reviewing the to-be process in order to ensure adaptability (change requests during the delivery phase or after completion of the project).
- 5) Split the requirements up in work packages per iteration
- 6) All of the elements covered by Task 1 also concern the scope of Task 2, especially regarding testing.
- 7) Plan and report on tasks and progress.

Task 2 will follow the following indicative schedule:

No.	Activity	March				April				May				June				Comments
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
1	Orientation & prepare outline BRSD																	
	Orientation: Stakeholder analysis and Identification of objectives																	
	Orientation: Study existing BA and project documentation																	Understand the interdependencies and links with other components of the project.
	Identification of approach, to be reflected in outline BRSD																	
2	Initial Business Analysis (as-is state)																	This documentation should mainly serve as input for point 3. The level of granularity should not go beyond what is necessary to define the to-be process in-line with the identified objectives.
	Mapping as-is state of FAR Charter Flights																	
	Mapping as-is state FAR Scheduled Flights																	
3.	Design the to-be process for Scheduled and Charter flights																	
	Develop a high-level to-be business process that includes the required interlinkages between charter flights and scheduled flights																	Documentation to be presented and accepted by stakeholders.
	Develop a detailed to-be business process that includes the required interlinkages between charter flights and scheduled flights and ensures adaptability																	Documentation to be presented and accepted by stakeholders.
4.	Prepare consolidated documentation for CH and SF components																	
	Prepare requirements package for first iteration																	
	Prepare consolidated BRSD for CF and SF																	Documentation to be presented and accepted by stakeholders.

4.3. Task 3: Provision of project support services to the IRMA 2.0 project

The aim of this task is to support the project manager in his tasks:

- 1) Support the preparation and maintenance of project documentation
- 2) Support the preparation and maintenance of other documentation, such as those required for data protection reasons
- 3) Support change management
- 4) Report on tasks

4.4. Deliverables

The deliverables expected corresponding to the tasks and reflected in the indicative work plans above are listed below. The below list is, however, not exhaustive, as ad hoc deliverables can be requested based on the business needs.

	Deliverable	Description
Task 1	List of areas in the existing business analysis documentation requiring an update	<ul style="list-style-type: none"> • This excludes charter flights and scheduled flights, see task 2.
	Updated business analysis documentation for “content management”.	
	Backlog for development for “content management”.	
	Updated business analysis documentation for “access management”.	
	Backlog for development for “access management”.	
Task 2	Outline BRSD RSF and CF	<ul style="list-style-type: none"> • Approach • Stakeholder analysis • Interdependencies with other IRMA 2.0 components • Structure of the document • Type of artefacts needed
	As-is description	<ul style="list-style-type: none"> • As-is process FAR Charter flights • As-is process FAR Scheduled flights • Identification of possible areas where the processes can be streamline and improved
	High-level to-be business process	<ul style="list-style-type: none"> • Process includes the required interlinkages between charter flights and scheduled flights
	Detailed to-be business	<ul style="list-style-type: none"> • Process includes the required interlinkages between charter flights and scheduled flights • Process reflects adaptability and recommendations for change management

	Prepare requirements package for first iteration	<ul style="list-style-type: none"> • Backlog that should be developed in the first iteration of the development process
	Prepare consolidated BRSD for CF and SF	<ul style="list-style-type: none"> • Final document that can be updated when requirements change: <ul style="list-style-type: none"> ○ File in Enterprise Architect solution ○ MS Word document with contextual information
Task 3	Project documentation	The deliverables will be provided on ad hoc basis
	Administrative documentation	The deliverables will be provided on ad hoc basis

Note: the deliverables under Task 2 and 3 are due in case stage B of the contract is activated.

4.5. Common Acceptance Criteria for all Tasks

Frontex shall monitor the quality of the service provided by the Contractor. Elements that will be monitored include:

- 1) The speed and agility of responding to orders.
- 2) The ability to plan and organise the work.
- 3) The adherence to deadlines.
- 4) Overall quality of the consultants' work results.
- 5) Fulfilment of the requirements set for the Consultant(s) profiles.
- 6) Adherence to Frontex policies, ICT baseline and work standards relevant to this contract.
- 7) Communicativeness, ability and willingness to cooperate with team members and stakeholders.
- 8) Completeness of the requirements repository and documentation.
- 9) Ability to document their work.
- 10) Adherence to methodologies, methods, best practices and standards.
- 11) Comprehensiveness of analysis of the solution, its suitability for Frontex needs and consistency with business objectives. List and description of formal & non-formal requirements for the solution shall assure that:
 - a) Requirements are gathered and validated with the stakeholders.
 - b) Requirements fit for purpose of the specific project, meet SMART criteria and are referenced to other project artefacts for traceability.
- 12) Comprehensiveness of the analysis of the solution, its suitability for Frontex needs and consistency with business process and requirements.
- 13) The analytical, and project management products are documented for retention and knowledge transferred to Frontex team members.
- 14) The analytical deliverables such as the processes designed by the analyst or the BRSD should be designed in such a way that they facilitate change. Concretely, it must be easy to adapt the processes/requirements delivered with a minimal impact on the rest of the process and overall the system.

Frontex Business Project Manager will be responsible for accepting the work performed under the atomic task.

In case the Consultant(s) underperform in one or more of the common quality criteria the fact of underperformance will be escalated to the Contractor. In case the underperformance repeats Frontex may require immediate exchange of the Consultant and the Contractor will bear the cost of the replacement and the handover of tasks between the Consultants.

5. General Requirements

5.1. Duration and schedule

This contract is a “Time and Means” Service Contract for the initial duration of 6 months (i.e. Stage A) with one optional extension for 4 months (i.e. Stages B), the total duration of the contract including the optional extension shall not exceed 10 months from the date of entry contract into force. A decision on the renewal must be communicated to the Contractor in writing (i.e. at least via email) at least two-weeks in advance.

The Service Contract shall enter into force on the date of its signature by the last contracting party.

The performance of tasks under this Contract shall be effectively initiated within two weeks after the contract’s entry into force.

This contract execution shall end upon the consumption of the contracted man/days but the contract tasks shall be completed not later than within 10 months from entry contract into force.

Services shall be delivered on a daily basis in accordance with the schedule planned by Frontex Project Manager.

5.2. Venue

As a default, the Contract tasks, due to their nature, shall be performed at Frontex premises (Plac Europejski 6, Warsaw, Poland). Obtaining access to certain types of documents will be possible only at Frontex premises.

In exceptional cases, the Frontex Project Manager can authorize and request specific activities to be carried off site. Remote access to any resources may be granted upon approval by the relevant persons within Frontex.

All the project management meetings, project team working meetings, product presentations, training sessions shall take place at FX HQ. Upon request, meetings may take place at the premises of e.g. the vendor delivering the solution.

5.3. Security

The Contractor shall respect the Frontex Security Rules and the related policies and procedures. Frontex Security Rules and the relevant policies and procedures will be made available at the beginning of the Contract to the involved employees of the Contractor and updates, changes in these documents or publication of new documents will be communicated during the execution of the contracts.

If the Contractor or his personnel and, where applicable, subcontractors fail to comply with the Frontex security rules. Frontex may, without prejudice to any indemnity due by the contractor to Frontex, terminate the contract with immediate effect by giving notice in writing to the contractor. In these circumstances, no costs or compensation relating to such termination shall be due by Frontex to the contractor.

Frontex will require from the Contractor to demonstrate the valid excerpt of the criminal record of the Contractor staff members planned to participate in the execution of this Contract. Frontex will refuse participation to any person that has been: convicted of an offence concerning their professional conduct by a judgment, which has the force of *res judicata*; guilty of grave professional misconduct, the subject of a judgment, which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests.

Performance of this Contract may require access to EU classified information. Any classified information shall be handled and protected by the Contractor as described in the Security Aspect Letter (Appendix 8 Report on Tasks Performed Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendixes

Appendix 9 - Security Aspect Letter). Performance of this Contract does not require access to any documentation marked as EU classified.

In addition, Frontex reserves the right to require the Contractor to initiate security screening for his personnel directly involved in the execution of this Contract to obtain the security clearance at CONFIDENTIEL UE/EU CONFIDENTIAL or SECRET UE/EU SECRET level in order to provide specific services planned for the course of this Contract.

5.4. Working time and its evidence

Frontex requires that the services are provided within Normal Working Hours (e.g. 08:00 - 16:30 or 10:00 - 18:30 including a half an hour of unpaid lunch break).

Working time shall be registered in the following way:

- Each individual performing services under the Contract is obliged to register the time of work on every entry and leave of the place of work by registering its exact time in Attendance Sheet Form (
- Appendix 6 - Attendance Sheet Form).
- Attendance Sheets shall be continuously available to Frontex for verification.
- The Contractor is required to submit to Frontex Project Manager a monthly attendance sheets duly completed and signed by the performing person for acceptance by Frontex. Each attendance sheet must be approved and sign by the Frontex Project Manager. Frontex may also introduce an electronic system of working time registration that may support or replace the one based on paper forms.

All the time shall be dedicated to the tasks contracted.

The Contractor will be paid only for the evidenced working time.

5.5. Reporting and escalation

The Contractor is required to report regularly, not less frequently than once a month, on the status of all tasks laid on him/her in the reporting period and tasks assigned earlier but not yet reported as completed and related issue log. It shall present at the minimum for each single task: a short description, time planned, actual time spent, and indication of completion. The report shall be produced in accordance with the template provided in Appendix 8 Report on Tasks Performed Form and accompanied by a progress report of at least ½ page that describes the work done in a narrative way and provides an indicative proposed planning for the next month.

The Reports on Tasks Performed must be presented to the Frontex Project Manager in the indicated deadlines. Each report must get approval of the Frontex Project Manager expressed by his signature on the report.

The issue log shall present an explanation of the issues linked to the tasks, proposals for dealing with the issues, tracks of the history of each issue.

Escalation procedure:

- Frontex requires that any irregularities, vulnerabilities or risks observed by the personnel performing the Contract are immediately reported to the Frontex project Manager Frontex in writing by means of the issue log.
- Frontex requires that, in relation to the activities performed in direct relation to this Contract, the Contractor implements in their own organisation an effective internal

escalation mechanism in order to control and manage risks related to the Contract and the underperformance of its personnel.

- In case of non -acceptance and rejection of the report on tasks the Contractor shall initiate his internal escalation procedure.
- In case of two rejections of the report on tasks for a person, Frontex may demand the exchange of the person or terminate the Contract.

5.6. Task acceptance

The tasks of this Contract will be considered successfully provided and accepted once all the acceptance criteria set out in this Contract are met and recognised officially by Frontex.

The acceptance of a services shall be confirmed by handing over of an acceptance form signed by a Frontex representative. The model form is available Appendix 7 - Model of Task / Deliverable Acceptance Form.

5.7. Replacement of personnel

When a person, proposed by the Contractor is no longer available before the start of the contract, the Contractor is obliged to inform Frontex immediately.

In case of replacement in the course of the contract, the Contractor shall give one month notice to Frontex. The prior agreement of Frontex must be obtained in writing about the principle of the replacement and the replacing staff member.

In case of replacement, the Contractor will provide Frontex with the CVs of proposed substitutes. The Contractor must propose a minimum of one substitute with the required qualifications and experience for the profile and they must have at least the same level of qualifications/education and experience as the person proposed in the original offer.

In the case where Frontex accepts the replacement, the substitute can assume the work at identical financial conditions, if the Contractor ensures the transition of service between the initial consultant and the substitute. The handover period for service transition must be at least 5 working days, free of charge to Frontex. If no handover is possible, and additional training is needed for the substitute, at least 10 working days (free of charge to Frontex) must be performed by the substitute.

5.8. Underperformance

At Frontex' demand, the Contractor must replace personnel who prove to be incapable of carrying out the specified tasks to the required standards.

The replacement person will be given sufficient training during an adequate handover period, so that he/she becomes immediately operational when the original expert is withdrawn. Any such replacement and training, if required, will be carried out by the Contractor at no additional cost to Frontex.

5.9. Planned and unplanned absence

Any planned absences of the Contractor personnel shall be managed by Frontex Project Manager. The request for planned absence shall be submitted to Frontex Project Manager at least two weeks in advance and shall receive his/her approval.

At Frontex' demand, during holidays or other periods of absence of the person involved, 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 Frontex.

All such training and handover work will be carried out at no additional cost to Frontex.

Any planned absence shall be agreed by Frontex at least two weeks prior the absence. Frontex shall be informed about any unplanned absence (e.g. sickness) immediately.

5.10. Methodologies, best practices and standards

The Contractor shall comply with the following methodologies, methods, best practices and standards by default where applicable: TOGAF², UML³, BPMN⁴, BABOK⁵, PRINCE2⁶, ITIL⁷, ISTQB, SCRUM, ISTQB.

5.11. Language

All the communication and documentation, both in paper and electronic form and any other deliverables, including software, source codes with its naming conventions and comments, shall be in English (U.K.) at least at C1 level in the Common European Framework of Reference (CEFR). Contractor's staff allocated to this Contract shall speak and write in English at C1 level of Common European Framework of Reference (CEFR).

5.12. Documentation

Frontex requires that all the documents created in the course of the contract execution maintain a high quality. The Contractor shall adopt the following criteria when producing the necessary documentation:

- A clear and appropriate document structure, i.e. the document must be organised into chapters, sections, subsections etc. in a clear and logical way.
- Compliance with a writing style that supports a consistent structure, form and style of documents.
- Completeness of documents, i.e. the complete presentation of the entire scope of the described issue without any omission.
- Consistency and coherence of documents, i.e. ensuring mutual accordance of all types of information and lack of logical contradictions of information between the submitted documents or between parts of the same document.
- Proper identification of its title, scope, authors, reviewers, related dates, status, versions, history log, audience, quality or acceptance criteria (if the document is subject to acceptance).
- Adoption of the right format and writing style considering the content to convey and the audience. The documentation shall be delivered in editable electronic format. Editable source files for all pictures shall be supplied.

The Contractor shall apply UML and automated tools for document generation, whenever applicable. All applicable tools and standards shall be mutually agreed between Frontex and the Contractor.

5.13. Exclusivity

The conclusion of the Contract does not confer on the Contractor any exclusive rights in relation to the provision of services or supply of goods specified therein.

5.14. Confidentiality

The staff involved in the execution of the Contract shall sign a Declaration of Confidentiality (Appendix 5 - Declaration of Confidentiality Form) before the commencement of work.

² TOGAF 9.1- <https://www.opengroup.org/togaf>

³ UML 2.5 - <http://www.omg.org/spec/UML>

⁴ BPMN 2.0 - <http://www.omg.org/spec/BPMN>

⁵ BABOK 3.0 - <http://www.iiba.org/babok-guide.aspx>

⁶ PRINCE 2 ed.2017- <http://www.prince-officialsite.com>

⁷ ITIL v3 ed. 2011- <http://www.itil-officialsite.com>

5.15. Payment

At the end of each calendar quarter, the Contractor shall submit to Frontex a formal request for payment accompanied by the following documents:

- all Attendance Sheets (
- Appendix 6 - Attendance Sheet Form) issued and signed by the Frontex;
- the relevant invoices indicating the reference number of the Contract to which they refer.

Detailed payment schedule, periods and procedures are indicated in Draft of the Contract (Annex III).

Invoices and the documents accompanying them must be scanned and sent in pdf format (attached to an email) to the following address: invoices@frontex.europa.eu. The invoices shall indicate the Frontex' Service Contract number.

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Frontex shall make the payment within 30 days from receipt of the invoice. The Contractor shall have 30 days in which to submit additional information or corrections.

5.16. Other costs

The prices proposed by Tenderer shall be all inclusive. No additional costs under the Service Contract are eligible. This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, travel and subsistence expenses, tooling and equipment used by the Contractor staff.

5.17. Ownership and Copyrights

Any results or rights thereon, including copyright and other intellectual or industrial property rights, compiled or obtained by the Contractor in performance of the Contract, shall be the absolute property of the Frontex, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

5.18. Transparency and handover

Frontex requires transparency from the Contractor in the provision of services under the Contract, specifically regarding the organisation and staff engaged, processes and standards used, information and documentation produced in these processes, and in the methods and tools used in delivering Services. Frontex reserves the right to use third party professional companies in support of the verification and validation of Services delivered by the Contractor under this Contract.

At the request of Frontex the Contractor must hand their tasks over to Frontex staff or other indicated third party Contractor by the defined date. The handover shall be planned and the plan shall be submitted to Frontex for acceptance. The handover shall enable the taking-over party to continue the tasks of the Contractor at the levels defined. The Contractor is required to: train the taking-over party, present his recommendation for how to continue his tasks, submit all pending reports, return all tools and documents used in the performance of works, archive and handover all information, credentials and documents that are not in the possession of Frontex and might be needed for continuation of the tasks performed by the Contractor.

Such a handover takes place by default (without a request from Frontex) at the completion of the Contract.

5.19. Contract management and communication

The Contractor must nominate a Contract/Project Manager who will be ultimately representing the Contractor as a single contact point vis a vis Frontex for the supervision of contract execution, overall

performance of the Contractor, change management, information requests and solving issues related to tasks performed for Frontex. All the contractual correspondence and related coordination will be addressed to the Contract/Project Manager.

Frontex will nominate a Project Manager who will be ultimately point of contact for Contractor for all issues related to execution of the Service Contract. All the contractual correspondence and related coordination shall be addressed to the Frontex Project Manager.

After entering the Contract into force, a kick-off meeting between Frontex and The Contractor's representatives will be held at the Frontex premises or by means of audio-video remote Skype for Business sessions.

5.20. Closure of the Contract and Handover

By the end of the Contract, the Contractor is required to: submit all pending reports, return all tools and documents, handover all on-going tasks to Frontex staff, archive and hand over to Frontex all information, credentials and documents that are not in possession of Frontex staff and might be needed for the continuation of the tasks performed by the Contractor.

The Contractor must not retain copies of such documents and data and shall not use them for purposes other than related to the contract without the prior written consent of the Frontex.

Frontex may task the Contractor, within the scope and duration of the Contract, to hand over his duties and transfer all knowledge acquired in performing the task to Frontex personnel or another third party contractor.

The Contractor shall not publish articles related to the services or refer to them when carrying out any services for others, or divulge information obtained from the Frontex, without the prior written consent of the Frontex.

6. Specific Requirements

The following requirements have to be respected in the contract and shall be reflected in the Tenderer proposal. All the requirements shall be taken into account when preparing the Financial Proposal. No alterations, reservations, alternatives, exclusions in any means including assumptions or constraints are acceptable.

6.1. Personnel and Contracted Resources

The Contractor is required to provide under this Contract the following resources:

- A business analyst for up to 110 MD (Stage A) corresponding to initial duration of 6 months
- Optionally the contract may be extended for an additional 70 MD, based on Frontex' decision (Stage B), corresponding to an additional 4 calendar months

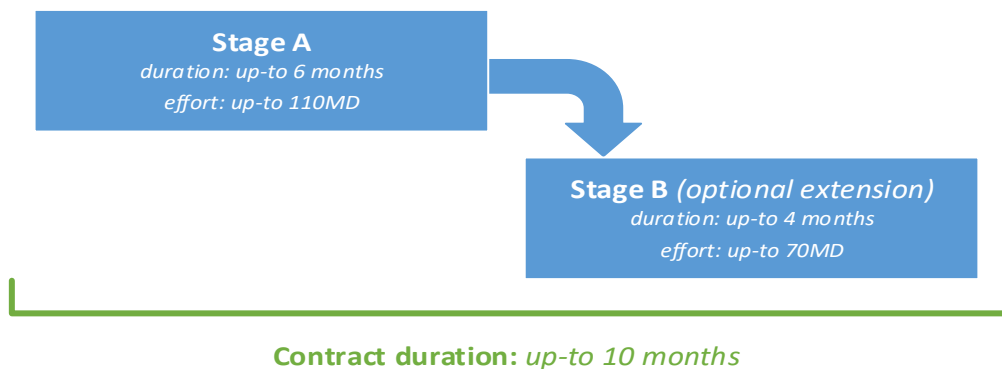


Figure 2. Contract duration and cumulated effort (with optional renewal)

The maximum number of resources contracted under this Service Contract including the optional extension is 180 man-days.

6.2. Personnel - Profile of the Business Analyst performing the tasks

The Contractor shall ensure that Business Analyst meets or exceeds the following criteria:

ID	Requirement
Phase 1: Eligibility check	
SC.01	Must hold higher education in computer science or related field
SC.02	Has at least 5 years of hands on experience in business analysis
SC.03	Has performed role of business analyst in at least 1 project with a value of over EUR 400 000
SC.04	Has performed role of business analyst in at least 1 project with a duration of over 1 year
SC.05	Presents excellent command of English language, both oral and written, and the ability to communicate with individuals on all levels. Minimum level C1 in the European language levels scale CEFR.
Phase 2: Suitability check	
AW.01	OMG certified expert in BPM - Fundamental or equivalent
AW.02	Is proficient in BPMN

ID	Requirement
AW.03	Is proficient in UML
AW.04	Holds a Prince2 foundation certificate or equivalent
AW.05	Excellent communication and interpersonal skills to work with people with a different background and IT skills, to motivate others and change people's attitudes when necessary.
AW.06	Strong analytical and problem-solving skills as well as capability to work with complex and ambiguous context and facilitate strategic decisions
AW.07	Ability to work under pressure and on multiple tasks.
AW.08	Excellent cooperation and teamwork skills
AW.09	Accuracy and attention to detail
AW.10	Experience with change management

Detailed requirements for the profile have been defined in

Appendix 1 - Personnel Evaluation Grid.

6.3. Personnel - Required documentation

The Tenderer's proposal shall contain all personnel's information and documents indicated in chapter *II.2. Form and content of the tender* of the Annex I Tender Specification.

7. Appendices

Appendix 1 - Personnel Evaluation Grid

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 2 - CV template

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 3 - Statement of Intent Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 4 - Statement of Compliancy Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 5 - Declaration of Confidentiality Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 6 - Attendance Sheet Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 7 - Model of Task / Deliverable Acceptance Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 8 Report on Tasks Performed Form

Refer to separate file named Annex II - NP15 - ToR BA for IRMA 2.0 Appendices

Appendix 9 - Security Aspect Letter

Minimum requirements for protection of EU classified information (EUCI) in electronic form at the level RESTREINT UE/EU RESTRICTED handled in contractor's CIS (Communication and Information Systems)

- The contractor will nominate qualified IT or other staff responsible for the implementation of the security requirements described in this document.
- The use of privately-owned equipment of contractor's personnel (hardware and software) for processing RESTREINT UE/EU RESTRICTED information is not permitted.
- Areas in which CIS are used to display, store, process or transmit RESTREINT UE/EU RESTRICTED information or areas housing servers, network management system, network controllers and communications controllers for such CIS should be established as administrative areas with an appropriate access control system. Access to these CIS areas should be limited to specifically authorised persons with a need-to-know.
- Portable computing devices such as laptops, notebooks, tablet PCs or smart phones not using approved encryption may only be used or stored in an appropriately secured location. Portable computing devices and all removable media containing RESTREINT UE/EU RESTRICTED information that do not use approved encryption should not be taken outside the contractor's premises.
- Approved encryption for a portable computing devices must be EU Member State approved or an EU approved full disk encryption product.

- Any token, touch memory device or password(s) associated with the encryption product must be kept separate from portable computing devices whenever it is not in use, left unattended or in transit.
- Removable computer storage media containing RESTREINT UE/EU RESTRICTED information in an unencrypted form are required to be labelled with that classification marking.
- Measures must be in place to prevent unauthorised access to RESTREINT UE/EU RESTRICTED removable computer storage media in order to maintain the need-to-know principle.
- Passwords, which are part of most identification and authentication security measures must be a minimum of 9 characters long and must include numeric and “special” characters (if permitted by the system) as well as alphabetic characters.
- Passwords must be changed at least every 180 days. Passwords must be changed as soon as possible if they have or are suspected to have been compromised or disclosed to an unauthorised person.
- All systems must have internal access controls to prevent unauthorised users from accessing or modifying data. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal. The CIS must be automatically locked after 3 incorrect login attempts.
- The following events must always be recorded:
 - All log on attempts whether successful or failed;
 - Log off (including time out where applicable);
 - Creation, deletion or alteration of access rights and privileges;
 - Creation, deletion or alteration of passwords.
- For each of the events listed above, the following information is to be recorded:
 - Type of event,
 - User ID,
 - Date & Time,
 - Device ID.
- The accounting records must have a capability to provide the contractor’s security responsible or IT manager with a hard copy of all or selected activity. All security records should be regularly checked to identify potential security incidents. The accounting records must be protected from unauthorised deletion or modification.
- Software must be implemented allowing detection of malware. Such software must be frequently updated, preferably should be certified by competent national information security authorities or must be of an acceptable industrial standard.
- Only nationally or EU approved encryption system may be used to protect RESTREINT UE/EU RESTRICTED information transmitted or accessed electronically. Wireless technology may not be used unless EU Member State approved or an EU approved encryption system is used.
- Where a CIS processing or storing RESTREINT UE/EU RESTRICTED is connected to the Internet or other public CIS (e.g. using web browsers, e-mail exchange services or other messenger or information exchange services) specific boundary protection services must be implemented so as to reduce the risk of cyber-attacks via the Internet.
- Boundary protection components for desktop PCs, laptops or other mobile devices must comprise the following hard- and software components:

- Anti-virus software;
- Firewall;
- Intrusion detection and prevention tools;
- Approved encryption system for electronic transmission;
- Hard disk encryption for mobile devices.
- Local networks connected to the Internet in addition must have the following boundary protection components:
 - Proxy servers,
 - DNS server;
 - Demilitarised Zone (DMZ).
- Boundary protection components must meet national or international baseline information protection standards.
- For CIS or data storage media that has at any time held RESTREINT UE/EU RESTRICTED information the following sanitisation must be performed to the entire system or storage media prior to its disposal:
 - Random data in flash memory (e.g. USB sticks, SD cards, solid state drives, hybrid hard drives) must be overwritten at least three times or using approved deletion software;
 - Magnetic media (e.g. hard disks) must be overwritten or degaussed;
 - Optical media (e.g. CDs and DVDs) must be shredded or disintegrated.
- RESTREINT UE / EU RESTRICTED information unencrypted on fixed data storage media must be deleted by overwriting using approved software tools prior to delivering IT equipment or components for maintenance or repair work outside access controlled areas or to Sub-Contractors. If deletion is not possible the data media must be removed and retained.
- External facilities involved in the maintenance/repair work must be obliged, on a contractual basis, to comply with the applicable provisions for handling of RESTREINT UE/EU RESTRICTED information as set out in this Document.
- The risks to the CIS resulting from general normally foreseeable accidents/mishaps and known recurrent problems such as loss of power or power supply variations must be identified and the CIS must provide for general protection against such.
- A Business Continuity Plan must be developed for each CIS.
- There must be a means to assess and verify the proper functioning of the CIS over the life-cycle in order to ensure that it continues to be consistent with the requirements of this document.
- The compromise (loss of confidentiality) or suspected compromise of RESTREINT UE / EU RESTRICTED information using CIS must be reported to the Contracting Authority. The report must contain a description of the information involved and a description of the circumstances of the (suspected) compromise.
- All users of the CIS must be made aware of how to report any actual or suspected security incidents to the local IT Manager or contractor's security responsible.
- If, in exceptional circumstances, one or more of the minimum security requirements described are not met then a security risk assessment must be performed to prove that mitigating measures have been put in place eligible to reduce the risk of not implementing the minimum security requirements to an acceptable level.

In such a case, the security risk assessment must be included in the statement of compliance to the Contracting Authority.

Access to the Agency Premises

- a. The contractor or sub-contractor and its personnel shall comply with the Agency's internal security and safety rules and regulations and shall follow any instructions given by the Agency's security personnel.
- b. Any failure to comply with the Agency's security or safety instructions may result in access to the premises being denied or the personnel being expelled from Frontex premises.
- c. Unless otherwise agreed with the Agency, contractor or sub-contractor personnel performing work on the Agency's premises or in Member States Authorities' premises, except attendance of meetings with Frontex representatives, shall hold the nationality of an EU Member State.
- d. Any information or material provided to the contractor's or sub-contractor's personnel shall be treated as if supplied officially by the Agency.
- e. The contractor shall notify the Agency's designated department at least 5 working days in advance with the names, date of birth, nationality, and where appropriate the details of vehicles, of all contractor or sub-contractor personnel temporary performing work on the Agency's premises.
- f. The Agency shall be entitled to refuse access to its premises to any contractor or sub-contractor personnel without giving justification, as deemed necessary for security reasons.

Security - related communication

Any security-related notices or communication to the Agency shall be addressed to:

Security Officer

Email: security@frontex.europa.eu