

Open Tender Procedure Clarifications No. 5
European Banking Authority Procurement Procedure: Website Services
EBA/2016/02/COMM/SER/OP
Date: 2nd June 2016

No.	QUESTION	EBA ANSWER
1	<p>Annex I Terms of Reference, Section 4, page 15: "2. Capacity/performance: The website shall be hosted on a dedicated server, which must have an adequate bandwidth to handle the average visits to the EBA website and with a load time of no more than 5 seconds per page."</p> <p>Question A reference is made to "average visits". According to our understanding, the response time of up to 5 seconds per page refers to the normal operation of the website, namely when the site has the average volume of visits, and not in case of extreme peaks. Please confirm or clarify.</p>	<p><i>Yes, we can confirm that the minimum requirement refers to "average visits", not to extreme peaks. Tenderers can offer higher capacity/performance, provided they can guarantee the services required.</i></p>

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2	<p>Annex I Terms of Reference, Section 4, page 15: "3. Incident handling:</p> <p>a) Failure condition:</p> <ul style="list-style-type: none"> • More than 1 major failure per month (major to be defined in the SLA) • More than 5 minor failures per month (minor to be defined in the SLA) <p>b) The service credit payable will be applied on a monthly basis and is 5% of the total monthly hosting and maintenance service fee, which will be applied on the following month.</p> <p>c) Incidents' resolution /response time: critical incident shall be acknowledged within 1 hour." and Annex II Technical Proposal Form, Section 2. Service Level Agreement, p. 2: "Tenderers should define availability, incidents management with a definition of major/minor/critical issues and prioritisation, resolution timing."</p> <p>Questions:</p> <p>a) In Annex I, you refer to major and minor failures. In Annex II, you refer to minor/major/critical issues. We assume that the terms 'failure', 'issue' and 'incident' are considered synonymous. Please confirm or explain the difference between these terms.</p> <p>b) What is the difference between major and critical issue (or failure or incident)?</p> <p>c) In the third point you say incidents' resolution / response time. However, you provide only the response / acknowledgement time. What is the incident resolution time?</p>	<p><i>a) Yes, they may be considered as synonyms. In order to avoid any doubt, please refer to the ITIL definition of "incident" as an unplanned interruption or reduction in quality of an IT service (a Service Interruption).</i></p> <p><i>b) This needs to be defined by the tenderers. In Annex II "Technical Proposal Form, Section 2. Service Level Agreement", tenderers are requested to explain in their proposal how they intend to manage incidents. Please refer to "04. Annex II Technical Proposal Form" for full detail (page 2, point: "2. Service Level Agreement").</i></p> <p><i>c) The requirement is that "critical incidents shall be acknowledged within 1 hour". Resolution times have to be defined by tenderers in their proposals.</i></p>

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3	<p>Annex I Terms of Reference, Section 4, page 15: "4. Defect rates of enhancements and new releases: a) 99.8% in major deliverables/releases should be bug free. b) 1 major and 5 minor production failures per month."</p> <p>Question: According to our understanding, the "1 major and 5 minor production failures per month" refers to the released system in the production environment. Is this in excess of the failures described in "3. Incident Handling" (see clarification 2 above) applying only for the enhancement / new release, or is it included in the failures described in point 3? If it is the latter, is there a reason you repeat this?</p>	<p><i>This is included in the failure conditions described in point 3 and is restated here for clarity.</i></p>
4	<p>Annex I Terms of Reference, Section 4, page 15: "5. Time-to-implement: • A request must be implemented during 24 hours plus the time which is needed for the resolution of a fix or development of an enhancement." and Website clarifications No 2, EBA response to question 5: "The 24 hours implementation delay is applicable to anything that is not covered within a specific contract or a specific purchase order (such as the enhancement activities described above) and is hence to be considered under section 4.b.5 (Service Level Agreement and Performance of the Services)."</p> <p>Questions: a) According to our understanding, the term "request" in point 5 refers only to; a) incidents (e.g. production failure); and/or b) service requests (e.g. reset a password). Enhancements are excluded according to question 5. Please confirm or clarify. b) When you say "for the resolution of a fix" do you mean that the Tenderer has 24 hours to fix an incident, despite of its criticality, plus any more time he needs?</p>	<p><i>a) This is correct, enhancements are excluded. b) No, the 24 hours' time is the maximum time (excluding resolution or development time) which is allowed for the implementation into production of a fix or an enhancement.</i></p>

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5	<p>Annex I Terms of Reference, Section 4, page 15: "6. Time-to-acknowledgement: a) Critical incidents must be acknowledged by the provider in less than 1 hour. b) The response time to a production problem of a programmer must be less than 1 hour during business hours."</p> <p>Questions: a) According to our understanding, the response time in point b refers to the time that a programmer starts working on the problem. Please confirm or clarify. b) If you confirm the previous question, does the response time in point b start counting from notification by EBA or from the acknowledgement by the contractor?</p>	<p><i>a) Yes, your understanding is correct.</i></p> <p><i>b) Tenderers should be able to guarantee that during business hours the response time to acknowledge critical incidents is less than one hour. Please note that in case a fix is needed, the response of the programmer should also happen within this one hour window.</i></p>
6	Further clarification from the EBA	<p><i>In clarifications' set number 4, the answers to questions 8, 9 and 10 complement the answers to questions 33, 34 and 35 in clarifications' set number 2.</i></p>