

EBA/2015/05/OVSREG/SER/OP

25 November 2015

Supply of Interim Staff – Business Analysts

Terms of reference



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Abbreviations and Glossary

EBA	European Banking Authority
Supplier	The successful tenderer(s) awarded the Framework Contract
Interim Business Analyst	The person contracted by the supplier and provided to the EBA under a Specific Contract
Service Manager	Appointed by the supplier to execute and manage the service described in Annex II Terms of Reference
Contract Manager	Person(s) nominated by the EBA for the management of the Framework Contract and counterpart to the Service Manager
Framework Contract	The contract which lays down the terms and conditions governing the relations between the EBA and the supplier and regulates the execution of the services
Specific Contract	The Framework Contract(s) is implemented through Specific Contracts following the procedure described in Annex II

1. Purpose of this Document

The purpose of this document is to define the Terms of Reference for the service to provide interim business analysts to the EBA.

2. Objective of the Service

The EBA is a multi-cultural multi-lingual European Union agency with more than 100 staff members. Staff members are subject to the Staff Regulations and the Conditions of Employment of Other Servants of the European Communities (Council Regulation Nr. 259/68 of 29 February 1968, last amended by Council Regulation (CE, EURATOM EC) No 1558/2007 of 17 December 2007). The EBA may require interim business analysts as a complement to the abovementioned regular staff for the following reasons:

- ▶ to cope with peak periods which require an additional workforce for a fixed period of time, for instance the EU-wide stress test and other EU-wide initiatives
- ▶ to carry out on a temporary basis highly technical tasks to the ordinary ones resulting from specific projects
- ▶ to provide temporary specialised human resources due to specific needs as well as staff shortages
- ▶ to carry out on a temporary basis tasks requiring specific competencies not available within the EBA and
- ▶ to advise the EBA staff on technical issues and support the setting up of specific projects.

The objective of the envisaged Framework Contract(s) is to support the oversight and policy functions of the EBA by providing a fast and flexible way of satisfying the EBA with interim business analysts for the abovementioned reasons.

3. Scope of the Service

The scope of the service covers the supply of interim business analysts to EBA. The supplier will screen the market, identify candidates, shortlist CVs, and supply interim business analysts. The main business analysis profiles required are as follows: Risk Analyst, Impact Assessment Analyst/Economist, Business Analyst (Recovery and Resolution). Further information regarding these profiles which fall within the scope of the contract is provided in the annex to these Terms of Reference. The abovementioned profiles are examples of the type of profile required. The activities and duties for which EBA may request business analysts in the context of this Framework Contract are described in each profile. The list of activities and duties is not exhaustive. It is indicative of the type of assignments likely to arise. The interims hired under Specific Contracts will carry out activities that might normally be carried out by regular staff. Therefore it is expected that interims work in close cooperation with EBA staff members and contractors from other suppliers and other external contractors of the EBA in the premises of the EBA.

4. General Provisions

4.1 Description of the Service to be Provided

- A. Identifying suitable consultants or freelancers as interim staff according to the profiles and service request procedures defined in these Terms of Reference.
- B. Pre-screening of CVs and interviews with potential candidates prior to forwarding the CVs to the EBA.
- C. Arrange interviews between EBA staff and the potential interims.
- D. Negotiation of hourly rates to achieve the agreed price range which is specified in the Framework Contract and reviewed on an annual basis.
- E. Signing of Specific Contracts to define the interim's identity, the hourly rate, the maximum number of days and the duration of the assignment.
- F. Processing of monthly time sheets and monthly invoicing according to conditions laid down in the Framework Contract and Specific Contract. Monitoring tasks for example actual days vs. maximum days defined in the Specific Contract.
- G. Finding adequate replacement in case of (i) prolonged absence of the interim (ii) termination of the Specific Contract by the supplier (iii) termination of the Specific Contract by the EBA.
- H. Retain know how about EBA in order to improve the selection and screening of CVs prior to submission to the respective staff member.
- I. Organisation and follow-up of service review meetings with the appointed Contract Manager of EBA.

4.2 The Supplier and Service Manager

Overall responsibility for the Framework Contract and the Specific Contracts with the EBA lies with the supplier. Operational responsibility for the Framework Contract and the Specific Contracts lies with the Service Manager of the supplier. The supplier shall nominate the proposed Service Manager and a deputy Service Manager, who will be the point of contact for all issues related to the provision of the services under the Framework Contract. The Service Manager will not be provided any office infrastructure (office space, hardware/software, telephone network etc.) at the EBA's premises. However, he/she must be reachable and if required available for meetings during the normal working hours of the EBA.

4.3 The Contract Manager

The EBA will appoint a Contract Manager and a deputy Contract Manager who will be responsible for the Framework Contract within the EBA. The Contract Manager will be the primary contact person for the Service Manager.

4.4 The Interim

Each interim proposed to the EBA must be highly skilled and experienced for the required tasks as indicated in the profile. During his/her assignment each interim must demonstrate a high level of diplomacy and service orientation in the course of their work and contacts with internal customers and colleagues.

4.5 Provision of Infrastructure

The EBA shall make available the infrastructure needed for the execution of the on-site work (office space, hardware/software, telephone network etc.) to the interim. The entire required infrastructure for the execution of the off-site services for the Service Manager shall be the responsibility of the supplier. In no event shall the supplier or the interim be able to plead the infrastructure as a reason for not meeting any of its obligations, in particular with regard to deadlines and quality.

4.6 Security and Confidentiality Requirements

The interims shall comply with the EBA's security rules. The interims will be required to sign a confidentiality agreement as a condition of the assignment. For sensitive tasks, the EBA may exceptionally request the interim to provide a certificate of good conduct or equivalent (e.g. criminal records). In such case, it will specify this requirement in the job description for the assignment.

4.7 Working Days and Hours

Standard working days are from Monday to Friday except on EBA Holidays. EBA Holidays are available for consultation and published on the EBA website. Standard working hours are from 9am to 5.30pm including 30 minutes break on standard working days. In general interims will be working on standard working days and on the basis of 8 hours during a working day plus the time for a break. The interim shall be responsible for ensuring that the above time-limits are respected. On request and after written confirmation from the interim followed by written approval from the EBA, the work of the interim can be outside standard working days and standard working hours. The interim shall be responsible for ensuring that approved hours outside the standard working days and standard working hours are assigned correctly in the timesheet and the approval is attached to the timesheet of the interim.

4.8 Reimbursement for Missions of Interims

Missions which are approved by EBA for on-site interims will be reimbursed directly to the interim. The EBA will reimburse the expenses that are directly connected with the execution of the tasks on production of original supporting documents, including receipts or tickets or failing that on copies or scanned originals of signed copies, or on the basis of flat rates. A standard working day and hours are assumed during travel.

4.9 Languages

The working language (written and spoken) is English. Interims should have an excellent command of English. A working knowledge of at least one other EU official language would be an asset.

4.10 Service Recording and Invoicing

Every day the interim shall record his/her worked time. At the end of each month, the interim shall complete and sign the attendance sheet (timesheet) and forward it to his/her management representative or coordinator at the EBA and as named in the Specific Contract. The EBA staff member shall be in charge of checking the consistency between the daily records and the monthly timesheet. The interim shall subsequently forward the final time sheet to the Service Manager or supplier representative for preparing the invoicing. The final timesheet with monthly final invoice, approved by the supplier, should be sent to the EBA. No further changes or invoicing for a month is possible after submission and a quality assurance process should be in place by the supplier.

4.11 Service Performance Review

The Service Manager must provide monthly reports to the responsible Contract Manager at the EBA. The report shall include relevant information related to the execution of the service as well as past and active assignments of interims. The report with complete and accurate information for the previous month must be delivered by the end of the second calendar week of the current month.

Service review meetings shall be held twice per year at the EBA's premises. The supplier will be represented by the Service Manager and the EBA by the Contract Manager. Additional participants can be invited by the Service Manager and Contract Manager. The purpose of the Service Review meeting is to review the past performance of the service, identify any necessary measure(s) to improve the quality of the service as well as foreseen changes with impact on the provision of the services.

The Service Manager shall send the agenda for each meeting at least 10 working days before the meeting takes place to the nominated Contract Manager at the EBA. The Contract Manager may request to add additional items to the agenda. After every Service Review meeting the Service Manager drafts the meeting minutes and makes them available to the Contract Manager within 5 working days after the meeting was held.

The Contract Manager may decide to schedule ad-hoc meetings with the Service Manager if required. After every ad-hoc meeting the Service Manager drafts the meeting minutes, which will be made available to the Contract Manager within 5 working days after the meeting was held.

4.12 Duration and Type of Contract

The Framework Contract(s) resulting from the present open invitation to tender will have a fixed duration of 1 year as from the date of signature with the possibility of three extensions of 1 year each (1+1+1+1). The maximum contract duration can be up to 4 years. The Framework Contract will be executed through Specific Contracts.

Signature of the Framework Contract imposes no obligation on the EBA to order services. Only the implementation of the Framework Contract through Specific Contracts is binding for the EBA. Each Specific Contract will contain details of the interim staff profile, costs and timelines.

4.13 Prices for Interim Staff

Rates for interim staff shall include all costs and expenses related to the interim staff and the Specific Contract as well as all costs and expenses related to the provision of the interim staff services defined under these Terms of Reference and in the Framework Contract (e.g. searching for suitable candidates, screening of CVs, timesheet and invoicing etc.). No expenses incurred in the performance of the Framework Contract or Specific Contract will be reimbursed separately by the EBA to the supplier. Prices must be inserted in Annex I Costing Sheet. Prices must be submitted in euro.

4.14 Service Level Agreement

The EBA shall set up a Service Level Agreement with the supplier at the beginning of the Framework Contract to monitor its execution and measure the performance of key service activities associated with the service ordering procedure, contract management and invoicing (KPIs).

4.15 Price Revision

Prices shall be fixed and not subject to revision during the first year of duration of the Framework Contract. At the beginning of the second and every following year of the Framework Contract, each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within 15 days of reception of the request. The new prices shall be communicated as soon as the final index is available. The EBA shall purchase on the basis of the prices in force on the date on which Specific Contracts are signed by both parties. Such prices shall not be subject to revision. This revision shall be determined by the trend in the European Index of Consumer Prices (EICP) published by the Statistical Office of the European Union in its monthly bulletin under the theme of Economy and Finance: Harmonized Indices of Consumer Prices (<http://epp.eurostat.ec.europa.eu>). Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times \left(\frac{I_r}{I_o} \right)$$

where

- Pr = revised price;
- Po = price in the original tender (or price used in previous revision);
- Io = index for the month in which the validity of the tender expires (or index used in previous revision);
- Ir = index for the month corresponding to the date of receipt of the request to revise prices.

4.16 Replacement of Interims

The supplier must ensure a high degree of stability of the services. It is the responsibility of the supplier to arrange the replacement of interims in case of (i) underperformance (ii) prolonged absence or early termination of the Specific Contract by the supplier.

5. Service Ordering and Invoicing Procedure

The ordering procedure will follow a call-off in cascade procedure. It will be initiated by sending the "Service Request Form" to the first supplier in cascade. The "Service Request Form" will describe the profile requirements. The Service Manager shall, within a specified time frame respond with 3 CVs that match best the requested profile. Should the first supplier in cascade not be in a position to answer the request or no suitable candidate is provided the EBA will automatically send the Service Request Form to the second supplier in cascade. The EBA will assess the CVs and conduct interviews. Interviews shall be conducted at the premises of the EBA. If no candidate meets the requirements of the EBA the cascade will be re-activated as described above. The proposal selected shall be followed by a formal offer from the supplier which will be the basis for establishing a Specific Contract with the supplier. This procedure shall be applied for all service requests. Supply of interim staff shall be provided when the parties agree in the Specific Contract that a specified total amount is to be paid for a given number of days in return for the services of the interim. Each profile listed in the annex of these Terms of Reference will follow the definitions as described in the table below.

Profile Name	
Tasks and Responsibilities	These are extensive examples of the tasks that will be expected to be performed by the required profile. This list is neither exhaustive nor restrictive and is to be regarded as indicative.
Education and Professional Qualifications	A description of the educational or professional qualifications that is required for the profile. This description is neither exhaustive nor restrictive and is to be regarded as indicative.
Knowledge and Skills	These are extensive examples of the knowledge and skills that a person with the required profile is expected to possess depending on the level of the profile and required tasks. The list is neither exhaustive nor restrictive and is to be regarded as indicative.
Level based on Professional Experience	Minimum 5 years of relevant experience

5.1 Service Ordering Procedure

The following table defines the service ordering procedure which will be followed for the majority of Specific Contracts. The deadline indicated is the “maximum duration” during which the Service Manager shall respond when executing the service request. As a matter of principle the Service Manager should respond as soon as possible to the service requests put forward by the EBA.

Step	Description	Actor	Deadline ¹
1	Submission of the “Service Request Form” to the Service Manager of the first supplier in cascade (i.e. via email).	EBA	+0
2	The Service Manager confirms the receipt of the Service Request Form via email and indicates whether or not he/she is intending to submit an offer. Confirmations shall be sent via email to the EBA contact person defined on the “Service Request Form”. If the Service Manager does not intend to submit an offer, the EBA will automatically cascade the “Service Request Form” to the next supplier in the list.	Service Manager	+1
3	The Service Manager submits 3 CVs in EUROPASS format. CVs should include the following information: name, date of birth, highest relevant educational qualification, professional certification(s) relevant for the posting, professional experience relevant for the posting, history of employments, technical experience (IT tools) and a short summary of the pre-screening done by the Service Manager	Service Manager	+5
4	The EBA will evaluate the offer which will include a face-to-face interview. The Service Manager shall facilitate the scheduling of interviews within a short timeframe. In case no suitable interim was identified after the evaluation, the EBA will automatically cascade the “Service Request Form” to the next supplier in cascade.	EBA	+8
5	The Service Manager will be informed and the Specific Contract will be prepared by the EBA. If the selected candidate rejects the offer, the EBA will automatically cascade the “Service Request Form” to the next supplier in cascade in the list or revert to the second interim proposed initially by the supplier.	EBA	+10
6	The EBA will submit the Specific Contract for countersigning by a representative of the supplier.	EBA	+14
7	Specific Contract signed by both parties and originals are exchanged between the parties.	Service Manager	+16

¹ Relative to the submission date of the “Service Request Form” in working days

5.2 Service Invoicing Procedure

The following table describes the service invoicing procedure.

Step	Description	Actor	Deadline ²
1	Preparation of timesheet every month for the previous month	Interim	+2
2	Validation and authorisation of time sheet by EBA supervisor	EBA	+3
3	Submission of time sheet to supplier/Service Manager	Interim	
3	Preparation of invoice and submission to EBA contact person	Service Manager	+6
4	Receipt of invoice and validation against time sheet	EBA	+10
5	Payment	EBA	+ ³

5.3 Use of the Cascade

For clarity and ease of reference this section repeats the cases and the mechanisms by which the cascade will be invoked. The EBA can decide to invoke the cascade in the following scenarios:

- After having submitted the “Service Request Form” to the Service Manager, should the first supplier in cascade not be in a position to answer the request (if the Service Manager does not answer within the timeline defined in Sections 5.1 or if the Service Manager does not intend to submit an answer), the EBA will automatically send the Service Request Form to the second supplier in cascade.
- When no suitable interim was identified after the CV evaluation, the EBA will automatically cascade the “Service Request Form” to the next supplier in cascade.
- When no suitable interim was identified after the interviews, the EBA will automatically cascade the “Service Request Form” to the next supplier in cascade.
- When the selected candidate rejects the offer or is no longer available, the EBA will automatically cascade the “Service Request Form” to the next supplier in cascade in the list or revert to the second interim proposed initially by the supplier.

² Relative to the first working day of a month in working days

³ In accordance with payment terms defined in the Framework Contract

Annex – Profile Descriptions

Risk Analyst

<p>Profile: Risk Analyst (Focus: Bank Sector/Credit Risk/Market Risk/Operational Risk/Liquidity Risk/Stress Testing /Covered Bonds/Securitisations)</p>	
<p>Tasks and Responsibilities:</p> <p>Supporting the EBA’s work regarding risk assessments with focus on:</p> <ul style="list-style-type: none"> • on bank sector risks and vulnerabilities; • credit risk and development or validation of internal models for credit risk • market risk and development or validation of internal models for market risk • operational risk and liquidity risk • stress testing • covered bonds and securitisations • ratings methodologies and quantitative and qualitative analysis of ratings-related data, such as default data. <p>The tasks can include:</p> <ul style="list-style-type: none"> • Carrying out risk assessment as well as thematic risk work including data analysis and compilation of corresponding reports • Carrying out analysis on regulatory frameworks • Contributing to strengthening the EBA’s capacity, manage and exploit supervisory data and other sources of information • Carrying out analysis on rating methodology frameworks • Advising and supporting the EBA staff on the areas described above 	
<p>Education and qualifications:</p> <ul style="list-style-type: none"> • University or college degree in economics, mathematics or a related discipline. 	
<p>Knowledge and skills:</p> <ul style="list-style-type: none"> • Experience in the area of bank sector risks and vulnerabilities/credit risk/market risk/liquidity risk/stress testing/securitisation and covered bonds/internal models/ratings • General experience in the analysis of banking data and risk assessment • Experience in drafting reports, papers, memos, and briefings on banking sector risks • Good knowledge of relevant regulation in CRR/CRD • Experience of dealing with a wide range of stakeholders • Good analytical skills and a problem-solving orientation • Good communication skills; and good team-player with strong inter-personal skills and ability to work efficiently under time pressure • Very good command of English with proven drafting ability • Advantageous: Quantitative/econometric expertise in risk assessment and modelling; knowledge of accounting rules and/or supervisory reporting; SAS programming skills 	

Impact Assessment Analyst/Economist

Profile: Impact Assessment Analyst/Economist	
<p>Tasks and Responsibilities:</p> <ul style="list-style-type: none"> • Assist the analysis and drafting of impact assessments to accompany EBA’s regulatory and policy proposals (including Technical Standards; Guidelines, Opinions and Recommendations) • Provide input to ad hoc work conducted by the EBA’s Impact Assessment team; • Assist the review of the application of the EBA’s regulatory and implementing Technical Standards, Guidelines and Recommendations; • Analyse publicly available information to support EBA’s work; • Liaise with competent authorities responsible for providing information to the EBA. 	
<p>Education and qualifications:</p> <ul style="list-style-type: none"> • University or college degree in economics, mathematics or a related discipline. 	
<p>Knowledge and skills:</p> <ul style="list-style-type: none"> • Proven knowledge of EU banking regulation; • Proven experience in drafting papers/memos/briefings on policy, regulation or economic issues; • Professional experience in micro economic analysis of financial regulatory and/or supervisory issues; • Experienced in deriving and processing data from public sources; • Excellent quantitative, organisational and drafting skills; • Experience of working in banking / banking supervision and/or banking consultancy; • Ability to present complex quantitative analysis into clear and simple policy proposals; • Be a good team player with strong inter-personal skills and the ability to work efficiently under time pressure 	

Business Analyst, Recovery and Resolution

<i>Profile:</i> Business Analyst, Recovery and Resolution	
Tasks and Responsibilities:	
<ul style="list-style-type: none"> • Assist in the design of requests for information on recovery and resolution to be submitted to the EBA, and the checking and management of information received. Liaison with national authorities responsible for information. • Assist in other analytical tasks to support implementation of the Banking Resolution and Recovery Directive. • Assist in the analysis of that information and preparation of reports for internal and external audiences. 	
Education and qualifications:	
<ul style="list-style-type: none"> • University or college degree in economics, law or a related discipline. 	
Knowledge and skills:	
<ul style="list-style-type: none"> • Experience of similar roles in a banking or consultancy environment. • Knowledge of bank organizational structures and the BRRD would be an advantage. • Excellent quantitative, organisational and drafting skills. • Ability to work autonomously as well as effective at working in a team. 	