**Terms of Reference**

Regarding

**Local eCase Maintenance and Support Service Provider for the National Anti-Corruption Bureau of Ukraine**

## Abbreviations

|  |  |
| --- | --- |
| eCase | eCase Management System |
| EU | European Union |
| EUACI | European Union Anti-Corruption Initiative in Ukraine |
| Facility | NABU’s premises where equipment related to eCase MS maintenance and technical support is installed |
| HACC | High Anti-Corruption Court of Ukraine |
| IS | Information System |
| IT | Information Technology |
| Maintenance Window | The period of time agreed with NABU to perform maintenance |
| MFA | Ministry of Foreign Affairs of Denmark |
| NABU | National Anti-Corruption Bureau of Ukraine |
| OS | Operating System |
| Response Time | The time interval from the registration of incident to notification of the commencement of problem resolution activities |
| SW | Software |
| System Developer | Synergy company, the developer of eCase management system |
| Synergy IDM  Platform | Low-code platform for creating enterprise applications with minimal hand-coding for government agencies and nonprofits |
| TOR | Terms of Reference |
| URPI | Unified Register of Pre-trial Investigations |

## Background and context

The European Union Anti-Corruption Initiative in Ukraine (EUACI) Phase II is the biggest European Union (EU) support programme in the area of anti-corruption in Ukraine, co-funded and implemented by the Ministry of Foreign Affairs of Denmark on behalf of the EU.

The overall objective of EUACI Phase II is reduction of corruption in Ukraine at the national and local levels. One of its beneficiaries is the National Anti-Corruption Bureau of Ukraine (NABU). The NABU is a state law enforcement agency of Ukraine with the key objective of preventing, exposing, stopping, investigating and solving corruption-related offences committed by high officials. The EUACI provides its long-term support in the increasing NABU’s capacity building.

Within the framework of this assignment, further development of an electronic system enabling the full-fledged paperless exchange of data at the stage of pre-trial investigation (eCase management system) is envisaged.

The contracting authority is the Ministry of Foreign Affairs of Denmark, EUACI, hereinafter referred as the Customer. The Beneficiary is the National Anti-corruption Bureau of Ukraine.

The EUACI supported the development of eCase management system, provided maintenance and support of the system, as well the development of additional modules on eCase integration with other state information systems.

In August 2023 EUACI extended the contract with the eCase system developer to provide a limited scope of remote maintenance and support services until June 2024. The challenge is that some maintenance and support services require physical presence at Beneficiary’s facilities and therefore cannot be delivered remotely by the eCase system developer due to security reasons.

Since the Beneficiary unable to take full responsibility for the maintenance and support of the eCase at this stage, the EUACI is looking for a local supplier to provide maintenance and support services which cannot be delivered remotely by the eCase system developer.

## Objective

The overall objective of this assignment is to procure maintenance and support services of the of eCase management system from a local service provider.

## Scope of Work

The Contractor shall provide eCase maintenance and technical support services in line with the requirements set out under the "Scope of work" and “Deliverables” sections of this TOR for the following:

1. **Support of eCase MS system components** (operating systems, databases, monitoring subsystems, virtualization subsystems (VMware), orchestration subsystems (Tanzu/Kubernetes), Rabbit MQ messaging platform, backup subsystem):

* Management of DEV and TEST environments of the eCase MS system
* Installing updates to the virtualization platform (VMware vSphere), operating systems, databases and system components of the eCase MS system when the relevant updates are released by the eCase system developer;
* Monitoring the status of software components of the solution;
* Control of the backup process;
* Control of the relevance of backup recovery procedures;

1. **Infrastructure support** (servers, data storage systems, network equipment):

* Interaction with the hardware vendor in support of technical support cases;
* Updating the firmware of hardware components of the equipment upon the release of relevant updates;
* Interaction with the vendor of the virtualization platform in support of technical support cases;
* Monitoring the status of hardware components of the solution;
* Keeping technical documentation up to date.
* Control of the relevance of backup recovery procedures;
* Support of application systems maintenance processes: support of Tanzu/Kubernetes clusters, installation of updates, migration of payloads (containerized components of the e-Case IS) between clusters in case of Kubernetes version update (dev, stage, production environment);
* Analysis of monitoring logs, configuration and performance optimization of the eCase components;
* Monitoring and updating certificates and licenses of the eCase environment;
* Keeping DEV, TEST, PROD environment configurations in a synchronized state.

1. **Support of the eCase MS and its software components[[1]](#footnote-2):**

* Installation of patches and new versions of eCase MS software components (in DEV and TEST environments) upon their provision by the eCase system developer;
* Ensuring the process of transferring changes and updates between environments, installing updates in the PROD environment shall be carried out by the Contractor's specialists exclusively on-site at the Beneficiary’s facilities and under the supervision of responsible Beneficiary’s employees;
* Maintaining a knowledge base on the configuration of the eCase, a list of typical problems and solutions, documenting the changes made (change management);
* Troubleshooting, collection, analysis and escalation of problems/incidents that cannot be resolved by the Contractor to the technical support of the eCase system developer, communication with the eCase system developer in the process of resolving problems/incidents.

1. **Development of Templates to procedural documents.**

The general requirements of quality of service delivered are described in [Annex A](#_Annex_A_(output)) of this TOR.

Deliverables

The deliverables under the assignment covers the implementation of all activities required for the achievement of its objective and should include the following actions on eCase management system:

1. Scheduled maintenance;
2. Resolution of incidents;
3. Execution of operational tasks;
4. Information and technical support;
5. Operational risk management;
6. Reporting on the provision of Services;
7. Templates to procedural documents.

The detailed description of maintenance and support service is provided in [Annex B](#_Annex_B._General) of this TOR.

## Timing

The intended commencement date of the eCase maintenance and support by the local Service Provider is from 1 December 2023 until 30 June 2024 in Kyiv.

## Methodology

It is envisaged that the assignment will be implemented by a team of experts familiar with the context and experienced with similar assignments.

By putting forward a team of experts, the Contractor shall ensure that the task will be developed with as much straightforwardness as possible, the proposed approach and the methodology shall be fine-tuned and a detailed work plan shall be elaborated. The bidders are requested to indicate their suggested division between the experts.

## Team Composition and Qualifications

The Contractor’s team is expected to comprise the following profiles:

* Project Manager/Team Leader
* Operator of the 1st line
* Infrastructure engineer
* Engineer of implementation application software (DevOps)
* Business Analyst (BA)
* Developer

The contractor can propose a composition of an experts’ team, which, in his opinion, is most appropriate for the assignment.

All members of the project team and the contractor company should execute non-disclosure agreements.

The project team should be delegated for the entire duration of the project. The composition of the project team may only be modified as a matter of exception, subject to agreement of the parties; the contractor should provide a qualified replacement in a short time.

## **Qualifications and Competence of Key Staff**

**Key qualifications of the Project Manager/Team Leader include:**

General qualifications:

* At least a bachelor's degree in Computer Science, Computer Programming, or any other relevant field;
* Minimum of 5 years of professional experience working with planning, management and implementation of IT-related projects.

Adequacy for the assignment:

* At least 3 years of team management in web-based software development;
* Successful implementation of IT projects of a similar nature;
* Managerial experience in a foreign donor-funded project related to the development/management/assessment of ICT solutions for a government agency would be an advantage.

Experience with the region and languages:

* Relevant working experience from the region;
* Fluency in Ukrainian and/or Russian;
* Good knowledge of English.

**Key qualifications of the Operator of the 1st line include:**

General qualifications:

* At least a bachelor's degree in Computer Science, Computer Programming, or any other relevant field;

Adequacy for the assignment:

* At least one year of experience in IT projects.

Experience with the region and languages:

* Relevant working experience from the region;
* Fluency in Ukrainian;
* Knowledge of English.

**Key qualifications of the Infrastructure Engineer include:**

General qualifications:

* At least a bachelor's degree in Computer Science, Computer Programming, or any other relevant technical field;

Adequacy for the assignment:

* At least three years of experience in Linux like OS (RHEL, CentOS, Debian/Ubuntu).
* At least three years of experience in Windows OS (AD, Group Policy, WSUS, PKI, NPS, etc.).
* Experience in data protection software and backup/restore procedure strategies: D2D, D2D2T, backup consistency, backup validation, and disaster recovery.
* Network Knowledge at CCNA or equivalent practical level (Base Network Troubleshooting, DNS, VLANs, Trunk/Access, Dynamic Routing).
* At least three years of experience supporting and maintaining Industry Standard servers (x86\_64) and disk storage equipment: firmware updates, monitoring, troubleshooting, etc.
* Experience with Zabbix or equivalent open-source infrastructure monitoring tools: monitoring, alerting, notification integration with messengers/email/etc.
* Experience with case processing and interaction with vendor’s support.

Experience with the region and languages:

* Relevant working experience from the region;
* Fluency in Ukrainian;
* Good knowledge of English.

**Key qualifications of an engineer of implementation application software (DevOps) include:**

General qualifications:

* At least a bachelor's degree in Computer Science, Engineering, or any other related technical field;
* Minimum of five years of professional experience in IT projects.

 Adequacy for the assignment:

* Must be able to support developers, enforce optimal methodologies, and guarantee seamless deployment of code to production servers, maintenance and assistance;
* At least three years of experience in Linux like OS (RHEL, CentOS, Debian/Ubuntu).
* Familiar with automation tools like Ansible, Tower, GitLab CI/CD, OCI Images/Containers, Bash Scripting);
* At least one year of experience in container orchestration like Kubernetes/OpenShift;
* Network knowledge on CCNA or equivalent practical level (network troubleshooting, DNS, VLANs, Trunk/Access ports, Routing);
* At least three years of experience in VMWare vSphere.

 Experience with the region and languages:

* Relevant working experience from the region;
* Fluency in Ukrainian;
* Good knowledge of English.

**Key qualifications of the Business Analyst include:**

General qualifications:

* At least a bachelor's degree in Computer Science, Computer Programming, or any other relevant technical field;
* Minimum of three years of professional experience as a Business Analyst in IT projects of a similar nature.

Adequacy for the assignment:

* At least three years of experience
* At least one year of experience in IT projects related to the Criminal Procedure Code of Ukraine;
* At least one year of experience in projects related to electronic document flow systems;
* Experience with Business Process Models and Notation.

Experience with the region and languages:

* Relevant working experience from the region;
* Fluency in Ukrainian;
* Good knowledge of English.

**Key qualifications of the Developer include:**

General qualifications:

* At least a bachelor's degree in Computer Science, Computer Programming, or any other relevant technical field;
* Minimum of three years of professional experience in IT projects.

Adequacy for the assignment:

* Experience with Business Process Models and Notation;
* Experience with tools such as Consul and Migration Designer;
* Domain knowledge in the Criminal Procedure Code of Ukraine;
* Domain knowledge in the electronic document flow systems.

Experience with the region and languages:

* Relevant working experience from the region;
* Fluency in Ukrainian;
* Good knowledge of English.

## Estimated budget and Payment

The maximum budget for this assignment all included may not exceed **EUR 33,000** (approximately DKK 246,300[[2]](#footnote-3)). The Tenderer’s financial proposal shall include all costs for a fee and project-related reimbursable expenses.

All the payments under the Contract shall be made in UAH according to the official NBU exchange rate published on the business day of the invoice issuance by the Supplier.

The Supplier may request 30% of the payment on signing the contract and the remaining 70% will be paid when the entire assignment will be completed. The EUACI has a VAT exemption as an international technical assistance program.

## Reporting and management

The performance of the Contractor will be judged upon reaching the purpose of this contract as well as obtaining its results, as indicated in the section “Objective” and “Deliverables” herein respectively. Moreover, the performance of the Contractor will be judged upon the successful implementation of all the specific activities indicated in the section “Scope of work” of this TOR.

By signing the contract, the Contractor agrees to hold in trust and confidence any information or documents, disclosed to the Contractor or discovered by the Contractor or prepared by the Contractor in the course of or as a result of the implementation of the contract, and agrees that it shall be used only for the contract implementation and shall not be disclosed to any third party.

In the period until acceptance, the EUACI, Contractor, and Beneficiary will hold regular project group meetings to exchange information and seek to clarify any questions of whatsoever nature.

## How to Apply

The deadline for submitting the proposals is **20 November 2023, 17:00 Kyiv time.**

All interested companies or experts should submit:

* Commercial offer (short description of the company, technical approach and service description, CV of key staff, Financial Offer)

The proposal shall include the aforementioned information and should be submitted within the above deadline to [andhni@um.dk](mailto:andhni@um.dk), CC: [serkon@um.dk](mailto:serkon@um.dk) indicating the subject line: **NABU eCase Local MS**.

Bidding language: English.

Any clarification questions regarding the bid request should be addressed to [andhni@um.dk](mailto:andhni@um.dk), CC: [serkon@um.dk](mailto:serkon@um.dk) not later than 10 November 2023, 17:00 Kyiv time.

## Evaluation

Bids will be evaluated in accordance with the criteria provided below:

|  |  |  |
| --- | --- | --- |
| **#** | **Criteria** | **Weight** |
| 1 | Core team members - relevant experience, skills and competencies | 30% |
| 2 | Technical approach and methodology | 30% |
| 3 | Financial Offer | 40% |

## Annex A. General Requirements of Service Quality

The eCase maintenance and technical support services must result in:

* enhanced controllability of eCase IS through the centralization of monitoring, key change management, and incident management functions at the Contractor’s level;
* improved reliability of eCase IS through:
* prompt resolution of incidents and issues by the Contractor;
* service maintenance by the Contractor’s highly qualified and certified personnel;
* regular analysis of the current state of services with recommendations for further service development.

The Contractor shall provide eCase maintenance and technical support services (Services) in a 9x5 mode (business hours).

The Contractor shall provide the ability to record NABU’s inquiries online using a request tracking and control system (ServiceDesk system). This system should also enable control of the Contractor's compliance with the generally accepted service provision rules. Based on the data recorded in the system, the Contractor shall prepare monthly reports.

During the provision of Services, the Contractor shall interact with designated NABU personnel, who will be task setters and consumers of the results of the Services.

## Annex B. Maintenance and Technical Support Services Description

**SCHEDULED MAINTENANCE**

The Contractor shall ensure that the following works are carried out in relation to the Service Objects:

|  |  |
| --- | --- |
| Monitoring the status of services | The Contractor must conduct regular monitoring of the main indicators of the functioning of the infrastructure and software components that are part of the eCase and belong to Contractor’s area of responsibility |
| Installation of updates | The Contractor must ensure installing updates of operating systems, software of supporting services and technologies (patches, minor versions), namely:  The Contractor must ensure that testing is carried out in a test environment  Installing patches for eCase provided by the eCase system developer to fix bugs. Patches for the PROD environment must be physically installed at Beneficiary's facilities and under Beneficiary’s supervision.  Work on the installation of updates must be performed in the maintenance window allocated to the Contractor, previously agreed with NABU.  The installation of critical updates is separately coordinated with NABU.  Management of DEV and TEST environments and ensuring synchronized state of DEV, TEST, PROD environments. |
| Creating backup copies | The Contractor must ensure regular work on creating and monitoring the success of creating backup copies of supported services, as well as testing recovery from backup copies at the request of NABU. |
| Consulting | The Contractor must ensure the provision of consulting and practical assistance services to the NABU's specialists regarding the use of NABU-supported services. |

Works should be performed according to pre-agreed schedules or within designated maintenance windows.

To perform tasks related to the installation of updates, backup creation, and optimization of supported services functioning, the Contractor shall in advance agree upon the frequency and duration of maintenance windows with the NABU.

Maintenance windows should be scheduled for after hours.

The Contractor shall inform NABU in advance about works planned for the nearest maintenance window, their duration, and potential risks. The work should be carried out upon the NABU's approval.

**RESOLUTION OF INCIDENTS**

In the event of an incident, the Contractor must ensure the restoration of service functionality to a level before the incident.

The Contractor or NABU's representative shall register incidents in the ServiceDesk system.

The Contractor analyzes all incidents/tickets and classifies them as either an error/change request/consultation request, and then informs the Beneficiary of the necessary actions and resolution timeline. During the incident resolution process, the Contractor, by agreement with NABU, will have the opportunity to change the criticality level based on the situation at hand.

In exceptional critical cases, the issue may be escalated by email or phone (using the contacts set out in this SLA). Under these conditions, the ticket to the Contractor's first line support may be raised retrospectively, and the response time is calculated from the moment a call or email is received.

Response and resolution time is calculated from the moment the incident is registered in the Contractor's ServiceDesk system. If the incident is not resolved within the designated timeline, the Contractor is obligated to continue working until the incident is fully resolved.

**Levels of criticality**

Classification of incident criticality levels:

|  |  |  |  |
| --- | --- | --- | --- |
| Level of criticality | Definition | Target response time | Target resolution time |
| Critical level  (type A) | An incident that makes it impossible for the supported service to function and there are no temporary workarounds to restore performance. | The Contractor's specialist shall be onsite at Beneficiary’s facilities **within 2 working hours** to review and begin the correction of the problem. | 4 working hours after response time |
| High level  (type B) | An incident that makes the operation of the supported service impossible, but there is a temporary workaround;  or an incident that renders an important part of the supported service inoperable. | The Contractor's specialist shall be onsite at Beneficiary’s facilities **within 4 working hours** to review and begin the correction; | 8 working hours after response time |
| High level  (type C) | An incident that reduces the performance of a critical/important supported parts or leads to the inoperability of functionality, which may influence the performance of the service appointment. | The Contractor's specialist shall be onsite at Beneficiary’s facilities **within 8 working hours** to review and begin the correction; | 16 working hours after response time |
| Medium level  (type D) | An incident that reduces the performance of a critical/important supported parts or leads to the failure of secondary functionality, which does not significantly affect the service's performance of its purpose. | The Contractor's specialist shall be onsite at Beneficiary’s facilities no later **than the next working day** to review and begin the correction. | - |
| Low level  (type E) | An incident that slightly affects the functioning of the supported service. | The Contractor's specialist shall be onsite at Beneficiary’s facilities no later **than the next 2 working days** to review and begin the correction; | - |

**EXECUTION OF OPERATIONAL TASKS**

The Contractor must ensure the performance of the necessary operational tasks, administration of services, based on applications received by NABU, namely:

* making changes to configurations;
* disk space optimization;
* making changes to rules and policies;
* script automation.

**AUDIT OF EXISTING INFORMATION SYSTEMS**

The Contractor must provide for the audit of the NABU’s existing IS to determine the current state and configurations of eCase software and hardware. Following the audit, the Contractor shall furnish the NABU’s respective staff with a report on the current state of eCase that reflects the following details:

1. Hardware platform status (servers, network hardware, data storage systems):

* hardware inventory;
* system component status (existence of faults);
* firmware updates status;
* lifecycle status.

1. Software platform status (operating systems, application software):

* software inventory;
* version relevance;
* availability of critical updates.

1. List of services for NABU ranked by criticality.
2. List of risks for each service (both existing and potential).
3. Identified risk mitigation plan.

**INFORMATION AND TECHICAL SUPPORT**

The Contractor shall provide information and technical support to NABU during the implementation of new integration services, namely:

* validation and adaptation of the proposed solution architecture to meet the existing information security requirements and disaster recovery or fault tolerance requirements;
* maintenance and support during the integration of new solutions into eCase existing IT landscape;
* provision and monitoring of access to related infrastructure information systems;
* configuration and implementation of CI/CD processes;
* development and approval of backup and recovery scenarios for new components of eCase.

**OPERATIONAL RISK MANAGEMENT**

The Contractor shall ensure the timely identification of operational risks related to supported services and inform the Customer about these risks, their potential consequences, and ways to mitigate them (in the form of an agreed-upon report).

The parties coordinate the Contractor’s involvement in operational risk mitigation activities in accordance with the Contractor’s obligations.

**REPORTING ON THE PROVISION OF SERVICES**

The Contractor must provide the Customer with reporting on the results of providing Support Services and technical support of NABU information systems.

The Contractor must coordinate with NABU in advance the form and period of submission of reports, as well as persons, responsible for accepting the results of the provision of Services.

The contractor must ensure the preparation and submission of a report to NABU, which indicates the volume of Services provided and compliance with the agreed time generally accepted rules for the provision of Services, the current status of the following activities:

* incidents and applications of NABU in work, with a description of statuses;
* resolved incidents and fulfilled requests, with a description of the statuses.

In addition, where applicable, the report should detail any identified operational risks, as well as their potential consequences and mitigation strategies.

NABU acknowledges the Contractor’s Service provision results by approving these reports.

**LIMITATIONS AND ASSUMPTIONS**

The parties establish the following limitations and assumptions within the scope of provision of NABU’s information systems maintenance and technical support services, namely:

* The parties agree on all forms of documents, maintenance windows, and interaction procedures necessary for the provision of Services before commencing the provision of Services.
* During the course of Service provision, NABU will approve a list of officers responsible for accepting the Service results, receiving reports within the scope of Services, coordinating changes, prioritizing requests and work, and resolving other issues of concern.
* If the Contractor’s continuous presence at the Facility is necessary, the Beneficiary will provide workstations for the Contractor’s employees and ensure access (in the company of NABU employee) and remote access to the Service Objects with an adequate level of access rights.
* NABU must have manufacturer technical support for the software and hardware components and services during the course of Service provision.
* The hardware and software are provided by NABU.

The Contractor grants the Beneficiary access to their ServiceDesk system to register and monitor requests within the scope of the provision of Services.

**DEVELOPMENT OF TEMPLATES TO PROCEDURAL DOCUMENTS**

The Contractor shall create 5 templates for a medium-complexity templates (up to 20 dynamic fields of various types including mandatory fields) and 2 templates for a high-complexity procedural document template (more than 20 dynamic fields of various types including mandatory fields).

This service is provided in the eCase TEST environment. The Contractor receives a specification for the development of an on-screen form of a specific procedural document template, prepared by the Customer's working group.

The Contractor creates the on-screen form to fill in dynamic fields of a specified procedural document template, which may include the following:

* Multi-line text from the on-screen form;
* Multi-line text from the materials of proceedings;
* Fields with conditional visualization;
* Fields whose values are validated according to the specified format;
* Fields where values are selected from a dropdown list;
* Fields where values are selected from the system's directories.

The Contractor shall document the process of modification of the on-screen form associated with the specified procedural document template to ensure a correct transfer of development from the TEST environment to the PROD environment.

1. Development of software components and updates for Synergy IDM Platform, eCase, Integration Services is carried out by the system developer, i.e. Synergy. [↑](#footnote-ref-2)
2. [Currency Converter | Foreign Exchange Rates | OANDA](https://www.oanda.com/currency-converter/en/?from=EUR&to=DKK&amount=33000) [↑](#footnote-ref-3)