

Tender specifications
Attached to the Invitation to tender

Invitation to tender N° EMSA/OP/19/2015 for
ICT services related to the design and development of the EMSA SafeSeaNet Ecosystem
Common Graphical User Interface, and corresponding helpdesk, corrective and adaptive
maintenance services.

Summary

Contracting authority	The European Maritime Safety Agency
Purpose	<p>The objective is to establish a Framework Contract with regard to the provision of ICT services related to the design, implementation, corrective maintenance, enhancements and new developments related to the SafeSeaNet Ecosystem common Graphical User Interface.</p> <p>Following the signature of the framework contract, EMSA is planning to issue a series of specific contracts implementing the Modules defined below.</p>
Type of tasks	<p>Module 1 Design and implementation of SSN Ecosystem Graphical User Interface;</p> <p>Module 2 Corrective maintenance including helpdesk for application incident management (only after completion of Module 1);</p> <p>Module 3 Upgrading and further design and development of the SafeSeaNet Ecosystem Graphical User Interface and new GUI developments to be identified during the course of this Framework Contract (this shall result in one or more specific contracts).</p>
Budget	The maximum budget for the framework contract over 4 years is EURO 800,000, divided as follows: Module 1: up to EURO 350,000, Module 2: up to EURO 200,000, and Module 3: up to EURO 250,000.
Type of Contract	The Framework contract is expected to be signed during 4 th quarter of 2015.
Duration of framework contract	Four years, with possible renewal up to two times, each time for a period of 12 months.
Places of delivery	The place of performance of the activities shall be the contractor's premises. In exceptional cases and when stipulated in the relevant Specific Contract, the necessity to deliver services in other locations, such as EMSA premises at Praça Europa, nº 4 in Lisbon may occur for a limited period of time.
Particulars of delivery	Services will be carried out by the contractor during normal working days/hours.
Variants	Not permitted
Joint offers	Permitted

Subcontracting	Subcontracting is permitted for those subcontractors proposed in the offer of the tenderer. Apart from that, subcontracting will only be permitted with the prior specific written authorisation of EMSA.
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Abbreviations

The following table includes a list of abbreviations commonly used in connection with SafeSeaNet.

Abbreviation	Definition
AFTN	Aeronautical Fixed Telecommunication Network
AIS	Automatic Identification System
AIS	Automatic Identification System
ALRS	Admiralty List of Radio Signals
ATA	Actual Time of Arrival
ATD	Actual Time of Departure
BAR	Base Authority Registry
BCF	Business Continuity Facility (belonging to EMSA, currently hosted in Porto)
COSS	Committee on Safe Seas
COTS	Commercial Off The Shelf
CSN	CleanSeaNet
CST	Coastal Station
DW	Data Warehouse
EC	European Commission
ECDIS	Electronic Chart Data Display and Information System
EEZ	Exclusive Economic Zone
EIS	European Index Server
EMSA	European Maritime Safety Agency
ENC	Electronic Nautical Chart
EO DC	Earth Observation Data Centre
ETA	Expected Time of Arrival
ETD	Expected Time of Departure
EU	European Union
EU LRIT DC	European LRIT Data Centre
FDT	Fixed Deliverables and Time
FWC	Framework Contract
GIS	Geographic Information System

Abbreviation	Definition
GPS	Global Positioning System
GUI	Graphic User Interface
HLSG	High Level Steering Group
HMI	Human Machine Interface
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
IALA	International Association of Marine Aids to Navigation and Lighthouse Authorities
ICM	Installation and Configuration Manual
ICT	Information and Communications Technology
IdM	Identity Manager (an Oracle application)
IEC	International Electrotechnical Commission
IMDatE	Integrated Maritime Data Environment
IMO	International Maritime Organisation
IT	Information Technology
JSRs	Java Specification Requests
LDAP	Lightweight Directory Access Protocol
LRIT	Long Range Identification and Tracking.
LRIT DB	LRIT Database
LRIT IDE	LRIT International Data Exchange
LRIT SD	LRIT Ship Database
MAP	Maritime Application Portal
MARSURV	Maritime Surveillance
MMSI	Maritime Mobile Service Identity
MRCC	Maritime Rescue Coordination Centre
MRS	Mandatory Reporting System
MS	Member State
MSS	Maritime Support Services (of EMSA)
MSs	Member State(s)
NCA	National Competent Authority
OASIS	Organisation for the Advancement of Structured Information Standards (OASIS)

Abbreviation	Definition
OVR	Operational Vessel Registry
OWASP	Open Web Application Security Project
POR	Port Authority
PSC	Port State Control
PSSA	Particularly Sensitive Sea Area
RVR	Reference Vessel Repository
SAR	Search and Rescue
SAR	Synthetic Aperture Radar
SDS	Software Design Specifications
SHT	Single Hull Tanker
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SOLAS	International Convention for the Safety of Life At Sea
SRS	Software Requirements Specifications
SSL	Secure Sockets Layer
SSN	SafeSeaNet
SSN AccIIS	SSN Accident/Incident Information System
SEG (SSN Ecosystem GUI)	The Graphical user interface that will provide in the future the services currently provided by the a number of EMSA applications.
SSN GI	Central SSN Graphical Interface
SSN SI	SSN Streaming Interface
STAR	SSN Integrated Ship Tracking, Awareness and Reporting Services
SSN TI	Central SSN Textual Interface
STCW	International Convention on Standards of Training, Certification and Watchkeeping for Seafarers
STIRES	SSN Tracking Information Relay and Exchange System
STMID	Shore-based Traffic Monitoring Information Database
STP	Software Test Plan
TSS	Traffic Separation Scheme
UTC	Coordinated Universal Time
VAS	Value-Added Service
VDS	Vessel Detection System

Abbreviation	Definition
VTMIS	Vessel Traffic Management and Information System
VTS	Vessel Traffic Services
WFS	Web Feature Service
WWW	World Wide Web
XML	Extensible Markup Language
XML RG	XML Reference Guide

Glossary

The following table includes a glossary of the relevant terms commonly used in connection with SafeSeaNet.

Term	Definition
AIS	AIS is intended to enhance safety of life at sea, the safety and efficiency of navigation, and the protection of the marine environment. In addition, it may contribute to maritime security. SOLAS Regulation V/19 requires that AIS should exchange data from ship-to-ship and with shore based facilities. Therefore, the purpose of AIS is to help identify vessels; assist in target tracking; simplify information exchange (i.e. reduce ship reporting using radiotelephony); and provide additional information to assist situational awareness. (IALA VTS Manual edition 2008).
CSN	CSN is a satellite based monitoring system for marine oil spill detection and surveillance in European waters. The service is operated by EMSA and provides a range of detailed information including oil spill alerts to Member States, rapid delivery of available satellite images and oil slick positions. More information at: https://csndc.emsa.europa.eu/homepublic
EMSA	EMSA provides technical assistance and support to the European Commission and Member States in the development and implementation of EU legislation on maritime safety, pollution by ships and maritime security. To do this, one of EMSA's most important supporting tasks is to improve cooperation with, and between, MSs in all key areas. In addition, the Agency has also been given operational tasks in the field of oil pollution response, vessel monitoring and in long range identification and tracking of vessels. As a body of the EU, the Agency sits at the heart of the EU maritime safety network and collaborates with many industry stakeholders and public bodies, in close cooperation with the EC. More info at: www.emsa.europa.eu
ENC	ENC means the database, standardized as to content, structure and format, issued for use with ECDIS on the authority of government authorized hydrographic offices. The ENC contains all the chart information necessary for safe navigation and may contain supplementary information in addition to that contained in the paper chart (e.g. sailing directions) which may be considered necessary for safe navigation (IMO resolution A.817 (19)).

Term	Definition
LRIT	A satellite-based transmission system providing the ship's identity, location and date and time of the position. The EU LRIT DC is operated by EMSA. More information at: http://emsa.europa.eu/lrit-ide.html
MMSI	MMSI is a series of nine digits which are sent in digital form over a radio frequency channel in order to uniquely identify ship stations, ship earth stations, coast stations, coast earth stations, and group calls (Recommendation ITU-R M.585-6).
OWASP	OWASP is a not-for-profit worldwide charitable organization focused on improving the security of application software. Refer to http://www.owasp.org/index.php/Main_Page
Portlet	Pluggable user interface software components that are managed and displayed in a web portal. Portlets produce fragments of markup code that are aggregated into a portal. Typically, following the desktop metaphor, a portal page is displayed as a collection of non-overlapping portlet windows, where each portlet window displays a portlet. Hence a portlet (or collection of portlets) resembles a web-based application that is hosted in a portal. Portlets are defined in JSR-000168 and JSR-000268 standards.
Real-Time and Near-real-time	In the context of its use in SSN, "real-time" pertains to the delay introduced, by automated data processing or network transmission, between the occurrence of an event and the use of the processed data, e.g., for display or feedback and control purposes. In the context of its use in SSN, the term "near-real-time" refers to data that during the data processing are down-sampled (positions displayed with 6 minutes update rate)
SAR	(As Synthetic Aperture Radar). SAR is a form of radar in which multiple radar images are processed to yield higher-resolution images than would be possible by conventional means. Either a single antenna mounted on a moving platform (such as an airplane or spacecraft or satellite) is used to illuminate a target scene or many low-directivity small stationary antennas are scattered over an area near the target area. The many echo waveforms received at the different antenna positions are post-processed to resolve the target. SAR can only be implemented by moving one or more antennas over relatively immobile targets, by placing multiple stationary antennas over a relatively large area, or combinations thereof. SAR has been extensively used in remote sensing and mapping. SAR images are used in VDS.

Term	Definition
SOAP	SOAP is a lightweight protocol intended for exchanging structured information in a decentralized, distributed environment. It uses XML technologies to define an extensible messaging framework providing a message construct that can be exchanged over a variety of underlying protocols. The framework has been designed to be independent of any particular programming model and other implementation specific semantics (See also www.w3c.org).
SSN	SSN is the European network with the main objective of providing a European Platform for Maritime Data Exchange between maritime administrations of the Member States. The implementation of the system is based on Directive 2002/59/EC as amended. More information at: http://emsa.europa.eu/operations/safeseanet.html
STIRES	STIRES is the module of SSN collecting, processing and relaying AIS and other real time data.
User interface	Everything designed into an IT system which includes one or more applications which a human being may interact with. This includes, but is not restricted to: display screen, keyboard, mouse, light pen, desktop appearance, illuminated characters, help messages, and how an application program or a Web site invites interaction and responds to it.
VTS	A marine traffic monitoring system implement by a competent authority, designed to improve the safety and efficiency of navigation, safety of life at sea and the protection of the marine environment. The service should have the capability to interact with the traffic and respond to traffic situations developing in the VTS area (VTS manual ed. 2008). VTS is governed by SOLAS Chapter V Regulation 12 and by other international Conventions. (IALA VTS Manual edition 2008).
XML	A set of rules for encoding documents in machine-readable form. XML is extensively used for messaging exchange in SSN (See also www.w3c.org).

Terms specific to this FWC

Term	Definition
Helpdesk	Remote support to EMSA for the analysis and diagnosis of identified problems in the software application or hotfixes that are delivered under Modules 1 and 3.
Incident management and corrective maintenance	<p>Within the scope of activities to be covered by a specific contract on IT helpdesk activities are the functional, non –functional and security related issues affecting the SEG to be identified in the contract. Issues can be detected either by EMSA staff or an EMSA contractor and/ or MS users. A functional issue may relate to:</p> <ul style="list-style-type: none">a. A “bug” (deviation of the system from the agreed specifications; and/ orb. Changes of minor scale in the system behaviour

1. Introduction

The European Maritime Safety Agency (hereafter called EMSA or the Agency) was established under Regulation 1406/2002/EC, as amended, for the purpose of ensuring a high, uniform and effective level of maritime safety. One of the Agency's main objectives is to provide technical and scientific assistance to the European Commission and Member States in the proper development and implementation of EU legislation on maritime safety, pollution by ships and security on board ships. To accomplish this, one of EMSA's most important supporting tasks is to improve cooperation with, and between, Member States through the development of EU maritime information systems.

Through the last 10 years EMSA has developed four main maritime information systems (applications), namely: the SafeSeaNet (SSN), the CleanSeaNet (CSN), the EU Long Range Identification and Tracking of ships Data Centre (EU LRIT DC) and the Integrated Maritime Data Environment (IMDatE). A brief description of each system is provided in the following paragraphs whilst relevant details are included in Appendix A.

The SafeSeaNet system is a central platform linking together national systems of the European Union Member States (EU MSs), Norway, and Iceland for exchanging information related to maritime safety, port and maritime security, marine environment protection and the efficiency of maritime transport. The main information exchanged relates to Automatic Identification System (AIS) based position reports, and notification messages sent by designated authorities in participating countries (Pre-arrival, arrival, departure, Hazmat, Incident/accident, security and waste). The legal framework for setting-up the system is the EU Directive 2002/59/EC of 27 June 2002 as amended by Directive 2009/17/EC and 2009/18 EC establishing a Community vessel traffic monitoring and information system.

The CleanSeaNet is a satellite based monitoring system for marine oil spill monitoring and vessel detection in European waters. The service provides rapid delivery of oil spill alert information and associated Satellite Aperture Radar images. The satellite data give an indication of a pollution incident and therefore where surveillance flights can be directed for further investigation. The legal framework for setting-up the service is provided by the EU Directive 2005/35/EC of 7 September 2005, as amended by Directive 2009/123/EC of 21 October 2009 on ship-source pollution.

Following the European Council Resolutions of 2 October 2007 and 9 December 2008, EU Member States decided to establish a European Union LRIT Cooperative Data Centre (EU LRIT CDC). The objective of the EU LRIT CDC is the identification and tracking of EU flagged ships worldwide, as well as the identification and tracking of any LRIT compliant ship, irrespective of the flag, within a maximum distance of 1000 nm from EU coastline. The EU LRIT CDC has been operational since June 2009 in accordance with all IMO performance standards and requirements.

Each of the above mentioned systems have been developed as a stand-alone system addressing specific requirements, functionalities and user communities. In 2010, EMSA initiated the implementation of an Integrated Maritime Data Environment (IMDatE) aiming to create the technical ICT capability to combine, fuse and correlate data and services from SSN, CSN, LRIT, as well as new external sources,

to be combined together and tailored to the needs of different user communities relying on maritime services.

EMSA provides maritime information services to over 3000 users from various authorities in all EU MSs which have an interest in the maritime awareness domain. EMSA activities are evolving towards providing an integrated maritime awareness picture.

EMSA integration strategy aims to streamline the efforts of systems development, operation and maintenance, by setting-up a common ICT service oriented architecture, standardised interfaces, re-use of existing modules for different services, and by harmonising the monitoring and operational procedures.

The scope of the integration approach is to set-up a flexible ICT platform easily scalable and configurable for facing the future increased diversity of the maritime information services requested by the EU Institutions and EU MSs.

Furthermore, the integration shall allow for the better correlation and fusing of available data and the development of value added information by the implementation of automatic data analyses and alerting algorithms.

EMSA aims to build a single Graphical User Interface (GUI) platform to support the integration of the different EMSA maritime information services who constitute and contribute to the SSN Ecosystem.

2. Objective, scope and description of the contract

2.1. Objective

The objective is to establish a Framework Contract with a contractor to design, implement, maintain and upgrade a web based single front-end platform (i.e. a single Graphical User Interface, hereafter GUI) supporting all configurations required to cover existing legal and operational requirements for SafeSeaNet (SSN), CleanSeaNet (CSN), Long Range Identification and Tracking (LRIT) and Integrated Maritime Services (IMS) as currently provided via IMDatE.

2.2. Scope

The following types of services could be contracted under the FWC:

1. Design and implementation of SSN Ecosystem Graphical User Interface as defined in the requirements provided in Appendices B, C, D and G.
2. In addition to the graphical elements of the interface, the contractor shall also develop and implement the relevant and necessary calls to the underlying business services of each application, as defined in Appendix E. It should be noted that the technical and operational documentation of these underlying business services may be subject to minor modifications. The updated set of documents shall be made available to the winning tenderer.

3. The helpdesk and corrective maintenance services for the software deliverables, covered within Module 1 (and Module 3), that are deployed in the EMSA Production environment, as defined in Appendix H.
4. Enhancements and new developments to be contracted could relate to new requirements and functionalities not currently foreseen in Appendix B. These may include requirements for the design and implementation of other Graphical User Interfaces.

2.3. Modules

The Framework Contract covers the following types of tasks:

Module 1	Design, development and implementation of the SSN Ecosystem Graphical User Interface;
Module 2	Corrective maintenance including helpdesk for application incident management. Module 2 services will be requested by EMSA to contractor based on specific contracts of the duration of one year renewable, for the duration of the framework contract and only after completion of Module 1.
Module 3	Enhancements and new GUI developments to be identified during the course of this Framework Contract (this shall result in one or more specific contracts).

For the purpose of this procurement procedure refer to the definitions of Helpdesk, Incident management and corrective maintenance, upgrading and development of a system in the glossary at the beginning of this document.

Basic information on the SafeSeaNet Ecosystem architecture is provided in Appendix A. The bidders should note that the EMSA System and Application Technical Landscape, which documents the technical solutions used by EMSA at System level and to provide directions on options and preferable technologies to be considered at Application Level, is provided in Appendix 1 of Annex II (General Conditions).

2.4. Requirements specific to each type of services

The requirements hereunder apply, per type of task, to any request for services under the framework contract. More specific requirements will be introduced within the context of each specific order.

2.4.1. Requirements for Module 1 services (design and implementation)

Appendices B and C provide the relevant SafeSeaNet Ecosystem Common Graphical User Interface user requirements. Appendices D, E and F provide the technical requirements for the implementation.

The contractor will, *inter-alia*, carry out the following tasks:

- a. Analyse user requirements;
- b. Review the EMSA GUI wireframes;

- c. Familiarise themselves with the existing EMSA GUI's for the existing applications which are currently in use;
- d. Review the business service interfaces;
- e. Propose an interface with the integration layer;
- f. Prototyping of new features;
- g. Development/Coding;
- h. Factory acceptance tests (FAT);
- i. Packaging and software delivery;
- j. Support to site acceptance tests (SAT);
- k. Deliver automated test scripts and code;
- l. Correction and bug fixing of delivered software releases;
- m. Full system documentation, including, *inter-alia*, design documentation, installation instructions, system security guidelines, internal interface definitions, test plans and user manual.

2.4.2. Requirements for Module 2 services (helpdesk and corrective maintenance)

Appendix H of the tender specifications provides the relevant SafeSeaNet Ecosystem Common Graphical User Interface helpdesk and corrective maintenance working procedures.

The contractor will, *inter-alia*, carry out the following tasks:

- a. Control the processing of incidents, reported by EMSA support team and Maritime Support Services, and keep EMSA informed on the status of issues;
- b. Analyse incidents causing unforeseen service interruption and provide feedback to help the required interventions for repair or maintenance by EMSA or its contractors;
- c. Perform changes to the application code to correct errors;
- d. Support the back-up and recovery in case of failure;
- e. Analyse performance bottle-necks;
- f. Support the definition of specific probes for monitoring the GUI in the production environment.

These tasks will be performed respecting at least the minimal procedures and minimum service levels prescribed in Appendix H.

2.4.3. Requirements for Module 3 (upgrading and development)

The contractor will, *inter-alia*, carry out the following tasks for enhancements and new developments:

- a. Analysis of user requirements;
- b. Review business service interfaces;
- c. Propose interface with integration layer;
- d. Prototyping;
- e. Development/Coding;
- f. Factory acceptance tests (FAT);
- g. Packaging and software delivery;
- h. Support to Site acceptance tests (SAT);
- i. Deliver automated test scripts and code;
- j. Correction and bug fixing of delivered software releases;

- k. Full system documentation, including, inter-alia, design documentation, installation instructions, system security guidelines, internal interface definitions, test plans and user manual.

2.5. Licensing Policy

EMSA agrees with the possibility of using open source. The Contractor shall be responsible for maintenance within the services provided during warranty and maintenance.

All open source products/components to be used, versions and its objectives shall be listed in the bid. All commercial products, versions and licences to be used in the project must be clearly identified, listed and quoted for all required environments. The proposed products and solutions have to be covered by the available budget for the project, except for middleware described in the EMSA technical landscape which will be supplied by EMSA. Nevertheless, the Contractor must indicate, if it is the case, the needed number of such licences for all required environments.

Maintenance and Support services for products where EMSA owns licences will be contracted by EMSA and fall outside the scope of the present procedure.

In case the Contractor is not providing the source code of the system to EMSA, he shall guarantee that the source code and the full documentation of the code will be accessible and usable without any limitation in case the Contractor is not able anymore to fulfil its tasks within the service contract.

For software developed in the scope of this contract and for which the Intellectual Property Rights (IPR) will remain with the Contractor, the Contractor shall provide EMSA with unlimited right to use the software (including source code) in accordance with the Framework Contract provisions, in particular Article 10.1.

The Contractor shall provide a clear specification of all intellectual property rights (IPR) or licence issues affecting the SEG.

2.6. Security

As a general rule any connection sent/received to/from Internet must be secure. A 2-way Secure Sockets Layer (SSL) shall be used when system-to-system Internet connection (Https) is established. The manufacturer security best-practices shall be followed for each specific operating system. Any security measures supported and suggested by the manufacturer of the operating system, such as Anti buffer overflows protections or network services isolation, shall be applied.

Security patches and updates must be applied periodically within the maintenance to all software delivered within the service contract.

2.7. Service Levels

The SEG shall be available on a 24/7 basis.

The Contractor shall assure availability of system as:

- 97.5% of the time over any 24-hour period;
- 99.5% over any 1 month; and
- 99.9% over a year.

The operational procedures for the SEG shall ensure this availability level is achievable with a minimal number of staff.

The maximum number of users logged in the system at once is currently envisaged as 500. However, not all users will perform actions at the same time.

The SEG shall have a configurable session time-out.

2.8. Quality Assurance

Quality Assurance shall be performed by the Contractor according to industrial best practices. A Quality Management plan shall be provided and discussed during the Kick-off meeting. Any Quality Management standard (including product assurance) followed by the Contractor shall be specified in their bid and any specific tailoring required by this project should be identified and pointed out.

2.9. General Conditions for the Provision of Services

Language

The working language of EMSA is English. The English language shall be used throughout the duration of any activities associated with this Framework Contract for all communication, reports and other documentation.

Since the contractor will need to work exclusively in English, as stated above in these tender specifications, the technical documents part of this tender dossier are provided in English language only. Should the tenderers wish to read the outline of this tender in other languages, they may consult the Contract Notice available under: <http://ted.europa.eu/TED/misc/chooseLanguage.do>

Used products and infrastructure

The technologies and tools to be used for the provision of services and products are listed in Appendix 1 of Annex II – General Terms and Conditions to the ICT Contracts. The personnel providing the service will use only the standard software packages as utilised at the Agency, and no other software may be installed or used without the prior written authorisation of EMSA.

Third party licences for products used in the software implementation

The offers for service and associated specific contracts should, unless explicitly agreed otherwise, cover the costs of any licence or product required to perform the service.

Place of work and access to EMSA environments

The place of work for the tasks shall be the contractor's premises. VPN access could be provided to the EMSA infrastructure and test environments, on the basis of the signature of conditions of use regarding security.

Working time

Except for the helpdesk task and corrective maintenance, the work shall be carried out within the normal working hours/days of EMSA (a calendar will be provided to the contractor when available, usually three months before the end of the previous year). Office hours are from 9 a.m. to 6 p.m. on normal working days.

Under exceptional circumstances and with the previous agreement of both EMSA and the contractor, work might be performed outside of normal working hours/days.

Tests and audits

As a European body, EMSA itself or its external contractors might perform any kind of test or audit on the services provided by the contractor awarded the framework contract following this tender procedure. Checks and audits could in particular be performed in accordance with article I.15 of the General Conditions to the ICT draft Framework contract.

Project team

EMSA reserves the right to evaluate any change or new nomination of members to the contractor's project team. CVs and appropriate documentation of each person foreseen to take up duties shall be presented to EMSA for approval with respect to Specific Requests for Services but in any case at least 15 days before the schedule start date of a specific contract.

2.10. The nature of the contracts

2.10.1 Framework contract

The contract deriving from this procurement procedure is an ICT framework service contract following the template published with these tender specifications. It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between EMSA and the Contractor during their period of validity. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. The Framework Contract does not preclude EMSA from assigning similar tasks in the areas set out above to other Contractors selected following the EU procurement procedures or from having these tasks carried out by EMSA staff.

2.10.2. Specific contracts

Actual orders will be placed after the Framework Contract is signed and in force, through "Order Forms" or "Specific Contracts" concluded in performance of the Framework Contract. All services will be provided on the basis of two different kinds of Specific Contracts:

- a. **Fixed Deliverable & Timing (FDT)** specific contracts which correspond to the order of a defined project with a number of specified deliverables.
- b. **Time & Means (TM)** specific contracts which correspond to the order of a number of person days to be performed per profile;

Activities in scope of Modules 1 and 2 shall be performed based on Fixed Deliverable and Timing specific contracts. For Module 3 both kinds could be used.

3. Contract management responsible body.

The European Maritime Safety Agency – Unit C.3, Information Services Technical Management, will be responsible for managing the contract.

4. Project Planning and Delivery

The project lifecycle and deliverables are described in Appendix G: Project Delivery (these are relevant for Module 1 and 3).

Minimum deliverables associated with Module 2 are:

- a. Provision of the services required respecting the requirements, procedures and service levels.
- b. Including results of analysis of each incident in TeamForge (the tool used by the Agency for Application Lifecycle Management – EMSA will provide the contractor with one account to access the EMSA TeamForge repository).
- c. Quarterly reports for the services provided.
- d. Quarterly, if requested by EMSA, one day technical coordination meeting at EMSA premises, or Teleconference followed by a meeting report.

5. Timetable

The indicative date for signature of the Framework Contract is October 2015. Module 1 will be implemented through a single Specific Contract. This Specific Contract is expected to start shortly after the signature of the Framework Contract and the main milestones for this module are shown below.

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
T0 (October 2015)	Framework Contract (FWC)	Signature of FWC	
Module 1 – Design and Development			
T0 +0 week	First specific contract (SC)	Implementation plan and timetable discussed SC presented and signed during Kick-off meeting	Kick-off meeting at EMSA SC signed
T0 +0 week	Maritime Application familiarisation	Relevant staff located at EMSA to familiarise with current EMSA applications and to review main SEG requirements.	EMSA
t0 + 4 weeks	Initial Project Plan, Risk Management Plan,	Initial presentation by the contractor of the Project Plan:	1 st technical implementation

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
	Creation of Risk Registry and other project documents	to include at least project charter, project management approach/ methodology, scope, Work Breakdown Structure (WBS), project team, Gantt chart, deliverables milestones, working locations, meetings planning and reports, completion percentage to date, detailed planning for the next reporting period, reporting on decisions taken and pending. The project plan is to be maintained during the whole duration of the contract.	meeting at EMSA
t0 + 4 weeks	Draft Software Development Plan	Must define overall processes, tools and practices to be used during software development, such as Software development approach, description of the strategy of the software development life cycle (waterfall, incremental, evolutionary life cycle, etc.), Software engineering environment, Software configuration management plan, Design standards, Coding standards, Testing standards and practices.	
t0 + 4 weeks	Draft SEG ICD	Review of business services and proposal of ICD to interface SEG with integration layer.	
t0 + 6 weeks	Final Software Development Plan, change management, release and deployment and software verification procedures	Technical approval of the GUI EMSA to receive the final technical Implementation Report Description of the change	

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
		management, release and deployment and software verification procedures. These should be aligned to the procedures followed by EMSA	
t0 + 6 weeks	FAT of Release 0.1 Intermediante Report	EMSA validates the first release of the SEG.	2 nd technical implementation meeting at contractor premises
t0 + 6 weeks	Draft of System Design Specification	EMSA reviews draft.	
t0 + 7 weeks	System Test Plan for validation	Validation of Test Plan for GUI, interfaces, etc.	
t0 + 8 weeks	SAT Report Installation & Configuration Manual Code and Scripts User Manual		3 rd technical implementation meeting at EMSA
t0 + 18 weeks	Test Plan and FAT Report for Release 0.2	EMSA approves and certifies final test report EMSA validate the final GUI	4 th technical implementation meeting at contractor
t0 + 20 weeks	SAT Report Intermediate Report	EMSA approves and certifies final test report Intermediate Invoice payment of Module 1	
t0 + 30 weeks	Test Plan and FAT Report for Release 0.3	EMSA approves and certifies final test report EMSA validate the final GUI	
t0 + 32 weeks	SAT Report Intermediate Report and Invoice payment of Module 1	EMSA approves and certifies final test report	5 th technical implementation meeting at EMSA
t0 + 42 weeks	Test Plan and FAT	EMSA approves and certifies	

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
weeks	Report for Release 0.4	final test report EMSA validate the final GUI	
t0 + 44 weeks	SAT Report	EMSA approves and certifies final test report Decision to go-live.	6 th technical implementation meeting at EMSA
t0 + 46 weeks	Final documentation delivered.	Final Report and Invoice payment of Module 1	
Quarterly	Project status Report reports	Status of project, including, if required proposals on updating project plan and risk registry.	
Monthly	Monthly reports for the services provided.	The status of on-going tasks, resource usage, progress status and issues foreseen	
Module 2 – Help Desk and Corrective Maintenance			
T2	Specific Contract: move into production	Start when first release moved to production.	Signature of Specific Contract Annual meeting at EMSA
	Monthly reports for the services provided. Tthe status of on-going tasks, resource usage, progress status and issues foreseen.	Evaluation of the quality of the service	Monthly conference calls
Yearly - End of SC	Final Report Accompanied by Invoice for Payment of SC XX for Module 2	Summarising the tasks performed, the software deliveries made, dates and references of the deliverables mentioned above and any recommendations not covered by these.	
Module 3 – Enhancements and GUI developments			
	Specific contract (SC)	As and when needed for specific developments Implementation plan and	

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
		timetable discussed SC presented and signed during Kick-off meeting	Kick-off meeting at EMSA SC signed
End of SC	Final Report Accompanied by Invoice for Payment of SC	Summarising the tasks performed, the software deliveries made, dates and references of the deliverables mentioned above and any recommendations not covered by these.	

6. Value of the Contract

The maximum budget available for this contract is of 800,000 Euro excluding VAT, divided as follows: Module 1: up to EURO 350,000, Module 2: up to EURO 200,000, and Module 3: up to EURO 250,000.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft service framework contract**² available on the Procurement Section under the call to tender EMSA/OP/19/2015 on the EMSA website at the following address: <http://emsa.europa.eu/work/procurement.html>

8. Terms of contract

In drawing up a bid, the tenderer should bear in mind the terms of the draft service contract. EMSA may, before the contract is signed, either abandon the procurement or cancel the award procedure without the tenderers being entitled to claim any compensation.

9. Financial guarantees

A financial guarantee following the model and conditions in annex to the draft Framework Service Contract published within this tender will be applied for any specific contract involving an advance payment exceeding EUR 150,000. In such a case, the amount of the guarantee will be equivalent to the amount of any advanced payment

10. Sub-contracting

If the tenderer intends to either sub contract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. (NB: overall responsibility for the work remains with the tenderer).

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and when applicable on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria¹. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

11. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. The working language of the Agency is English. Bids must include an English version of the documents requested under point 14.5 & 15.1 of the present tender specifications.

The tenderer shall complete Tenderer's checklist.

If the tenderer intends to either sub contract part of the work or realise the work in co-operation with other partners (Joint Offers) he shall indicate in his offer by completion of the form – Information regarding joint offers and subcontracting.

The tender must be presented as follows and must include:

Signed cover letter indicating the name and position of the person authorised to sign the contract and the bank account on which payments are to be made.

Financial Form completed, signed and stamped; available on the Procurement Section (Financial Form) on the EMSA Website at the following address: <http://emsa.europa.eu/work/procurement.html>

Legal Entity Form completed, signed and stamped and requested accompanying documentation, available on the Procurement Section (Legal Entity Form) on the EMSA Website at the following address: <http://emsa.europa.eu/work/procurement.html>

Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already been completed and sent either to EMSA or any EU Institution previously. In this case

¹ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

the tenderer should simply indicate on the cover letter the bank account number to be used for any payment in case of award.

Part A: all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the points **13, 14.2-14.3** of these specifications (part of the Exclusion criteria)

Part B: all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the Selection criteria) set out under point **14.4** of these specifications;

Part C: all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under point **14.5** of these specifications.

Part D: all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under point **15.1** of these specifications;

Part E: setting out **prices** in accordance with **point 12** of these specifications.

12. Price

The Price for the provision of ICT services delivered according to the conditions of the framework contract shall include:

1. A fixed price for Module 1 for the design, development and implementation of the GUI according to the business and technical requirements. Estimated travel and daily subsistence allowance expenses (assuming two persons per meeting for the milestones indicated in the table in Section 5) must be included in this price.
2. A fixed price per year of corrective maintenance (Module 2 - Helpdesk and corrections). Estimated travel and daily subsistence allowance expenses (assuming one person attending one meeting of one day duration at Lisbon) must be included in this price.
3. For Module 3 a fixed price per person day for each of the following profiles of the contract:
 - i. Project Manager (PM)
 - ii. Senior Analyst (PSA)
 - iii. Web Designer Ergonomist (PERGO)
 - iv. Senior Programmer (PSP)
 - v. Programmer (PP)
 - vi. Quality Assurance Officer (PQA)

A price for travel and accommodation should be quoted for one person for a one day meeting in Lisbon. Moreover, in the event of an extra day of meeting, the tenderer should provide the price for daily subsistence. However, the tenderer should bare in mind that the prices for travel, accommodation and daily

subsistence may not be higher than those mentioned in Annex VIII to the draft Framework Contract.

Prices must be quoted in Euro.

Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.

Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

13. Joint Offer

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid.

Each member of the consortium must provide the required evidence for the exclusion and selection criteria. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

If awarded, the contract will be signed by the person authorised by all members of the consortium. Tenders from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

14. Information concerning the personal situation of the service provider and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required

14.1. Legal position – means of proof required

When submitting their bid, tenderers are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available on the Procurement Section (Legal Entity Form) on the EMSA Website at the following address: <http://emsa.europa.eu/work/procurement.html>

14.2. Grounds for exclusion - Exclusion criteria

To be eligible for participating in this contract award procedure, tenderers must not be in any of the following exclusion grounds:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union financial interests;
- f) they have been the subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

14.3 Evidence to be provided by the tenderers

For this purpose the Declaration on Honour available on the Procurement Section on the EMSA Website (<http://emsa.europa.eu/work/procurement.html>) shall be completed and signed.

Please note that the tenderer to whom the contract is to be awarded shall provide additional proof evidencing eligibility.

For situations described in 14.2 (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point 14.2.(d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations 14.2.(a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

When the tenderer to be awarded the contract has already submitted relevant evidence to EMSA, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the Contractor is required to submit a statement of confirmation that their situation has not changed.⁴

14.4. Economic and financial capacity – Selection criteria

Requirements:

- The tenderer must be in stable financial position and the economic and financial capacity to perform the contract.

Evidence:

- Financial statements for the last three years for which accounts have been closed.
- Statement of overall turnover and turnover relating to the relevant services for the last three financial years.
- Tenderers are exempt from submitting the documentary evidence if such evidence has already been completed and sent to EMSA for the purpose of another procurement procedure and still complies with the requirements. In this case the tenderer should simply indicate on the cover letter the procurement procedure where the evidence has been provided.
- If, for some exceptional reason which EMSA considers justified, a tenderer is unable to provide one or other of the above documents, he may prove his economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

14.5. Technical and professional capacity – Selection criteria

The tenderer's technical capacity will be evaluated on the basis of the following criteria that will be applied to the legal entity submitting the offer and not to any mother company or company of the same group. To prove their technical and professional capacity the contractor shall provide proof of the following mandatory criteria with their application:

- a) The suitability of the tenderer's organisational structure to supply the services covered by the Framework contract. This description should include:
 - i. An overview of the company departments mentioning the currently allocated number of staff and levels;
 - ii. Description of the relationship of this company and those of the group if relevant;
 - iii. Description of the quality assurance procedures;
 - iv. The contractor ability to offer all services under the present contract in the English language;
- b) The tenderer's experience in Graphical User Interface design and implementation. The tenderer shall provide the description of at least three relevant GIS based GUI design and implementation projects within the last 5 years and, when possible, the links to be able to visualise them:

- Description of projects;
- Budget of projects (indicating company budget);
- Customers and testimonials (if available);
- Role of the company in the project;
- Details of technical capabilities required for the project;
- “Lessons learnt”.

- c) The suitability of the tenderer’s key technical and management persons who will be delivering the service under the proposed contract. The description should include detailed curriculum vitae, where the professional experience of the proposed team for execution of the framework contract.

CVs for the following profiles are required: project manager, senior analyst, web ergonomist expert, senior programmer and programmer. The minimum requirements per profile are:

Project Manager

Education

- University degree(s) in the IT or Engineering field.
- Excellent English verbal and writing skills.

Professional experience

- More than 5 years of experience as a project manager of ICT projects (proven experience, not attendance of seminars)
- Experience in projects involving different countries related to the production of systems and coordination with beneficiaries’ personnel.
- Experience in operational systems running on a 24/7 basis.

Senior Analyst

Education

- University degree(s) in the IT field.
- Excellent English verbal and writing skills.

Professional experience (mandatory)

- At least 5 years experience in projects involving GUI / presentation layer implementation for operational systems
- More than 3 years in system design (at least 5 years of experience in analysing user requirements and translating them into functional, technical, and testing specifications.
- Proven experience (not attendance of seminars) in business requirements and processes analysis.
- Experience in at least two GIS based web system projects related to the transportation sector (maritime, aviation, train, vehicle tracking).

Web Designer Ergonomist

Education

- Degree (minimum 2 years post-secondary), or equivalent background knowledge and experience in communication-related field;
- Good knowledge of English language;

Professional experience (mandatory)

- Proven experience in web design and development of ergonomic charters (the tender should include references to his/her previous assignments and images/screenshots of work delivered).
- Technical expertise in using design related tools, such as Photoshop, Illustrator, Dreamweaver, HTML, CSS, Javascript, Command of multi-platform problems: navigators/OS, XHTML/CSS;
- Minimum 2 years of experience in projects related to ergonomics of operational web-based interfaces demonstrated by the description of the performed projects;

Senior Programmer (minimum 2 CVs)

Education

- University degree(s) in the IT field or Engineering field.
- Excellent English verbal and writing skills.

Professional experience (mandatory)

- At least 5 years' experience in the implementation of GUI / presentation layers for operational systems
- At least 5 years experience in the following technologies: Javascript, Java, HTML.
- Experience in at least two GIS based web system projects related to the transportation sector (maritime, aviation, train, vehicle tracking).

Programmer (minimum 2 CVs)

Education

- University degree(s) in the IT field or Engineering field.
- Good knowledge of English language;

Professional experience (mandatory)

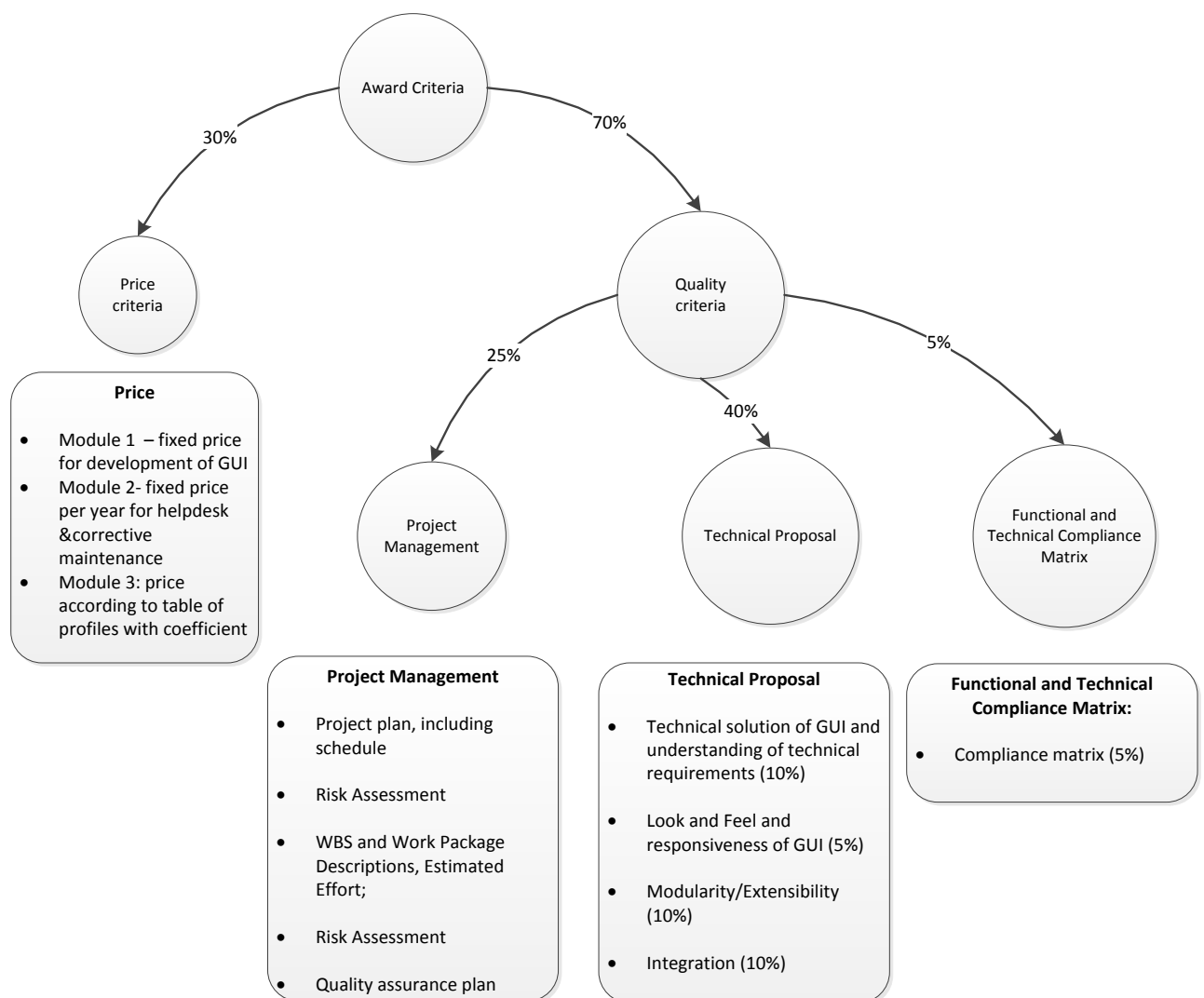
- At least 3 years' experience in projects involving GUI / presentation layer implementation for operational systems
- More than 2 years experience in the following technologies: Javascript, Java, HTML.

A Detailed curriculum vitae of the team members who will be delivering the service under the proposed contract should be provided by using the Template in Appendix J to the Tender Specifications and the CVs in EuroPass format (Appendix K).

Bids that do not comply with the selection criteria under 14.4 and 14.5 will not be taken into consideration for the award of the contract nor be evaluated for the award criteria.

15. Award criteria

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The contract will be awarded to the tenderer who submits the most economically advantageous bid (the one with highest score) based on the quality and price criteria and their associated weightings indicated in the diagram and text in this section.



The respective quality criteria are provided below and bidders are asked to provide their proposals based on the templates as given in Appendices J and K.

15.1. Quality criterion 1 ($W_1 = 25\%$): Project Management

The criterion will be assessed based on the following Documentation, including:

- Project plan for the implementation of the requirements in Appendix B, C, D, E and F;
- This should also include as a minimum a work breakdown structure, description of work packages as well as the estimated effort for each task and a relevant schedule/timeplan;
- Roles, tasks and responsibilities of each member of the proposed team;
- A risk assessment should also be described;
- Description of the quality assurance plan for the project;
- The Proposed team structure and the involvement and interaction of each team member within the project and available for execution of the activities requested by the Agency.

15.2. Quality criterion 2 ($W_2 = 40\%$): Technical proposal for Module 1

The criterion will be assessed based on the following technical proposal, responding to the functional and technical requirements as provided in Appendices B, C, D, E, F. The technical solution should show how the functional and technical requirements for the SEG will be met.

The proposal shall address, as a minimum the following:

- i. Technical solution of SEG and understanding of technical requirements (15%)
- ii. 'Look and feel' and responsiveness of the SEG (5%)
 - Bidder shall review the wireframes provided in the tender specifications and identify possible areas of improvement and indicate how certain behaviour of the GUI can be implemented.
 - Bidder shall indicate how it would address performance requirements of the presentation layer.
- iii. Modularity and Extensibility (10%) - Bidder shall indicate how:
 - a new display panel may be added and customised
 - a new geo object may be added and associated to the search capability
 - range of symbolizers and how they are updated
 - a new layer can be added
 - which tools will be provided to support this customisation of operational software.
- iv. Integration issues (10%)
 - Bidder shall indicate the expected approach to interface with the EMSA integration layers (OSB) and underlying business services.
 - How the proposed technical solution is compliant with the EMSA technical landscape.
 - Authentication and authorisation:
 - Bidder shall describe how it will implement authentication of the GUI
 - Bidder shall which indicate which SEG resources will be exposed for authorisation and how this will be exposed to an external authorisation service.

15.3. Quality criterion 3 ($W_3 = 5\%$): Functional and technical compliance matrix

The criterion will be assessed based on the following document proving understanding of the EMSA requirements in Appendices B, C and D. Please note that the compliance matrix should not only indicate "yes/no/partial compliance" for each requirement, but provide a justification and explanation.

15.4. Price of the bid ($W_{\text{Price}} = 30\%$)

The price of the bid shall be calculated as the sum of the following three prices:

- The fixed price for the design, development and implementation of the GUI business and technical requirements described in Appendices B, C, D, E, F and G ($P_{\text{Module 1}}$).
- The fixed price per year of helpdesk and corrective maintenance ($P_{\text{Module 2}}$) for based on the service level and conditions as in Appendix H.
- The Price of the following standard scenario for services (P_{Scenario}) that shall be calculated by multiplying the price per person day for each profile by a “coefficient” reflecting the relative use of each profile for the tasks foreseen in this framework contract (for Module 3).

	Price offered / Day / Profile in the bid A	Person days for the price evaluation B	Total A x B
Project Manager	P_M	50	
Senior Analyst	P_A	50	
Web Designer Ergonomist	P_{ERGO}	75	
Senior Programmer	P_{SP}	100	
Programmer	P_P	150	
Quality Assurance Officer	P_{QA}	10	
Total for scenario		435	$P_{\text{Scenario}} = \sum(A \times B)$

Travel and subsistence cost (P_{Travel})* - One person for a one day meeting in EMSA, at Lisbon	
The cost (P_{Add}) of an additional day of meeting per person in EMSA, at Lisbon	

*These price will not be taken into consideration for the evaluation of the bid, but will become part of the price of the relevant Specific Contracts.

The price of the bid constitutes the sum of the prices for points a, b and c as identified above.

Note:

Following the award of the FWC, EMSA will draw a specific contract based on the requirements included in the Appendices B, C, D, E and F and the price quoted for it (P_{Module1}).

15.5. Evaluation process

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion. The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion i is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is

$$SP = \sum_i \frac{\text{lowest Price}_i \text{ of all bids}}{\text{Price}_i} * 100 * W_{\text{Price}_i}$$

Only bids that have reached:

- a minimum of 50 % for Q_1 ,
- a minimum of 60 % for Q_2 ,
- a minimum of 50 % for Q_3 ,

will be taken into consideration when calculating the score for quality SQ , score for price SP and score.

16. Contracts will not be awarded to tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

17. False declarations

Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations concerning situations referred to in points 14 and 15 above or have been found to have seriously failed to meet their contractual obligations in an earlier procurement or grant shall be subject to administrative and financial penalties set out in Article 145 of Commission Delegated Regulation of 29.10.2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

18. Intellectual Property Right (IPR)

Please consult the contract for IPR related clauses.

If the results are not fully created for the purpose of the contract this should be clearly pointed out by the tenderer in the tender. Information should be provided about the scope of pre-existing rights, their source and when and how the rights to these rights have been or will be acquired.

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

19. Special negotiated procedure under Article 134(1)(f)

EMSA may at a later stage exercise the option to increase the estimated value of the contract via negotiated procedure with the successful tenderer in accordance with Article 134(1)(f) of the Rules of Application to the Financial Regulation

20. List of Appendices

Below is the list of all Appendices of relevance to this open tender procedure.

Appendix A: SSN Ecosystem Architecture

Appendix B: Functional requirements and scope of releases

Appendix C: SEG Wireframes

Appendix D: Technical requirements for implementation

Appendix E: ICDs of business services

Appendix F: Access and Identity Management Guide

Appendix G: Project Delivery

Appendix H: Service Procedures for Maintenance

Appendix I: Initial Quality Gate for Java Projects

Appendix J : Template for bidders

Appendix K: CV Template

Appendix L: Compliance Matrix

Appendix 1: ICT Architecture, System and Application Technical Landscape