

Tender specifications

Attached to the Invitation to tender

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Invitation to tender No. EMSA/OP/04/2017 for ICT services related to corrective and evolutive maintenance of the STAR Tracking system

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council¹ for the purpose of ensuring a high, uniform and effective level of maritime safety, as amended. Among its tasks, 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 of 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, namely: the SafeSeaNet (SSN), the EO Data Centre (formerly CleanSeaNet- CSN), the EU Long Range Identification and Tracking of ships Data Centre (EU LRIT DC) and the IMDatE (Integrated Maritime Data Environment).

The STAR system receives, stores, fuses, correlates and disseminates various types of ship data, but particularly ship tracking information. STAR is composed of several applications including:

- STAR Gate – a reception and archive application for high rate ship tracking data.
- STAR Tracking – based on the IMDatE application, this processes, fuses, correlates different data sets to provide end user services, that are displayed in a web application.
- STAR ABM (Automated Behaviour Monitoring) – also from the IMDatE development contract, this is an application that detects ship behaviour and associated events and provides alerts to end users.

This procurement procedure is only related to the **STAR Tracking application**.

2. Objective, scope and description of the contract

The objective of this procurement procedure is to establish a Framework Service Contract for ICT services related to corrective maintenance and evolutive maintenance of the STAR Tracking application. The Framework Service Contract shall be concluded for a maximum duration of four years.

The framework contract comprises two modules: Module 1 for corrective maintenance and operational support (helpdesk), and Module 2 for evolutive maintenance (enhancements). Both Module 1 and Module 2 will be implemented through specific contracts.

For Module 1 each specific contract shall last for a period of one year and shall have a fixed price.

For Module 2 each specific contract will be implemented based on a request for services from EMSA, which defines the scope and schedule requirements. The duration and price of the specific contracts may vary.

¹ Regulation (EC) No 1406/2002 of the European Parliament and of the Council of 27 June 2002 establishing a European Maritime Safety Agency (OJ L 208, 5.8.2002, p.1.).

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

1. The operational support (helpdesk) and corrective maintenance services for the software implemented within the context of the STAR Tracking application and its further enhancements.
2. The evolutive maintenance services in line with requested enhancements to the STAR Tracking application. EMSA shall indicate the functional and technical requirements of such enhancements.

The Framework Contract is structured in the following types of modules:

- | | |
|-----------------|--|
| Module 1 | Corrective maintenance services including helpdesk for application incident management. Module 1 services shall be requested by EMSA to the contractor based on specific contracts of the duration of one year renewable, for the duration of the framework contract. The requirements for provision of services for the specific contracts under this module are in the Appendix 8. Module 1 shall have a fixed yearly price . |
| Module 2 | Potential enhancements of the STAR Tracking application identified during the course of the Framework Contract shall be requested by EMSA to the contractor based on specific contracts. Module 2 will be implemented by means of specific contracts with fixed scope and effort. Module 2 shall have a fixed price derived from the fixed person-day rates (see section 10). |

In order to have a full picture of the technologies adopted in EMSA, the tenderer shall also take into account the EMSA System and Application Technical Landscape (provided in Appendix 1 to Annex II – “General Conditions for ICT” of the IT Framework Contract.). This document indicates which middleware and software technologies may be used for an application implementation. The use and adoption of any other technologies needs the express permission of EMSA.

Moreover the tenderer shall consider in their offer the mandatory requirements defined in the Appendix 1 and Appendix 2 with respect to the quality of the software delivery, the documentation and the technology used at EMSA for compiling, building, and deploying an application.

The architecture of the STAR Tracking application and its interfaces are described in the Appendices 6 and 7 of these tender specifications.

As a summary, the STAR Tracking application processes and stores up to 1700 ship positions reports per second on 24/7 basis with a 95% availability. These ship positions, from different ship reporting systems, are merged to form ship tracks, are correlated with other data sets, for example the Earth Observation products, and are exposed to a graphical interface that is used by Member States and EU bodies. The STAR Tracking application also distributes, via system-to-system interfaces, the

unprocessed and merged ship position data to external systems. The STAR Tracking applies a series of complex access rights that ensure only authorised users can view specific data sets.

The technologies used in STAR Tracking application are the summarised below:



It should be noted that use of the the STAR Tracking application was implemented as to include an automated behaviour monitoring (ABM) component that is not included in the scope of this contract. EMSA plans to contract the maintenance and enhancement of ABM in a separate procurement procedure which shall also cover decoupling ABM from STAR Tracking. STAR Tracking enhancements enabling ABM decoupling can be requested under Module 2 of this FWC.

The following ABM related functions are currently implemented within the STAR Tracking system and covered under the scope of this contract (Module 1 and potentially Module 2) :

- Graphical User Interface (Web Application) configuration panel to create, edit and activate Surveillances
- Alert CAP message processing
- Dispatch of Alerts (by e-mail and through the getAlerts web service)
- Authorisation of the ABM services and ship positions passed to the ABM component

Tenderers should note that the OES Security Module (SM) and all OES configurations required for STAR tracking are integral part of the system including including OES security policies (roles and resources). They should therefore be maintained under this contract. EMSA may be able modify the OES policies to support access rights enforcement on services to end users.

The WUP (Web User Portal) component is used to provide GUI functionality for the end users. This component will be decommissioned during the course of 2018, since it will be replaced by a new interface currently under development by EMSA.

2.1 Module 1

Appendix 8 of these tender specifications provides the relevant STAR Tracking corrective maintenance and operational support requirements. 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 production environment.
- g. Providing remote and onsite support for during deployment and configuration of the software in the Test and Pre-Production Environments.

These tasks will be performed respecting at least the minimal procedures and minimum service levels prescribed in Appendices 1, 4 and 9.

Module 1 shall include in the yearly price a total of **10 days per year of on-site support** at EMSA for installation, configuration, testing and commissioning purposes. EMSA will request the service at least 2 weeks in advance, with a minimum of 3 consecutive days of on-site support for each intervention.

2.2 Module 2

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

As regards implementation of the contract, EMSA will issue a request for services, after which the contractor shall provide an offer with key information for evaluation purposes, including at least a technical solution, project management and schedule details. After acceptance of the offer, EMSA shall

send the contractor a specific contract for signature and only after the contract is signed by EMSA the contractor will start the implementation.

As regards to the FAT milestone the bidder's attention is drawn to Article 5 (Payment Arrangements) of the draft Framework contract and Article III.3 (Price) of the draft specific contract. This is a key milestone to assess whether the contractor is in a condition to deliver all requirements identified in a specific contract.

For each specific contract EMSA shall set minimum thresholds for each delivery, and if during the FAT the delivery is not at the quality levels set in the specific contract EMSA may de-scope that deliverable, or part of it. No payments shall be made in connection to the de-scoped deliverable or part of it.

2.3 Team structure

The tenderer shall propose a team consisting as a minimum of the following members:

- Project manager
- Software architect
- Senior application developer
- Junior application developer
- Test engineer

2.4 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 attached to the procurement documents 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 are listed in the Appendices to these tender specifications. The personnel providing the services shall use only the standard software 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 services 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. Occasionally EMSA can request to do the tasks described within this Framework Contract in the EMSA premises (see Appendix 8). VPN access could

be provided to the EMSA infrastructure for the STAR Tracking test environments, on the basis of the signature of conditions of use regarding security.

For Module 1 the contractor shall participate at bi-annual meetings , one meeting every six months after the signature of the contract. Bi-annual meetings shall take place at EMSA premises. If requested by the contractor, and accepted by EMSA, the meeting can be held by phone or video conference.

Meetings and On-site Support

Shortly after the signature of the contract a Kick-off Meeting will take place at EMSA premises. The scope of this meeting is to clarify main objectives, timetable, and expected results of the contract.

In addition to the kick-off meeting, for Module 1 the contractor shall participate at bi-annual meetings, i.e. one meeting every six months since the signature of the contract. Bi-annual meetings shall take place at EMSA premises. If requested by the contractor, and accepted by EMSA, the meeting can be held by phone, video conference, or at contractor premises.

The contractor shall assist remotely and/or on-site EMSA during the build, deployment, configuration and testing of the software delivery as well as during the commissioning period.

If on-site support is required in the course of the FWC, EMSA will inform the Contractor by e-mail **no later than 15 days** before the envisaged date for start of the provision of services at EMSA premises.

Working time

Except for the helpdesk and corrective maintenance related tasks, provision of the services under the FWC/SC shall be carried out within the normal working hours/days of EMSA (the EMSA calendar shall be provided to the contractor when available, usually three months before the end of the year). Office hours are from 9.30 a.m. to 5.30 p.m. on normal working days.

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

Project team

EMSA reserves the right to assess 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 start of duty of the new personnel. Proposed new personnel shall comply with all minimum requirements set in these Tender Specifications.

Technology

EMSA reserves the right to evaluate any significant change in the technological solution proposed by the Contractor, for instance the use of a different software programming language or new software libraries that may have a negative impact in the future maintainability of the STAR Tracking application. Appropriate technical documentation and justification of the choice of any new technology 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.

Minutes of the meetings

The contractor shall draw up the minutes of the meetings (for example in the bi-annual meetings). The minutes shall be delivered within seven working days after the date of the meeting for the EMSA approval. If the minutes are rejected by EMSA, the contractor shall have another seven working days to revise the minutes according to the comments provided.

3. Contract management responsible body

EMSA– Unit C4, in charge of Digitalisation and Application Development, will be responsible for managing the contract.

4. Project Planning

The deliverables under Module 1 are described in Appendix 8 to these tender specifications.
The deliverables of Module 2 shall be further specified and detailed within Module 2 Requests for services and Specific contracts implementing the Framework contract.

5. Timetable

The estimated date for signature of the contract is August 2017.

Within two weeks from the signature of the contract, a kick-off meeting between the EMSA Project Team and the contractor shall take place at the EMSA premises. The scope of this meeting is to clarify mainly the contract objectives objectives, the timetable, and the expected results of the contract.

The kick-off meeting is to be considered as an additional meeting, on top of the bi-annual meetings.

6. Estimated Value of the Contract

The maximum budget available for this contract is of EUR 840,000 excluding VAT for both Modules.
The maximum price of the services relating to each specific contract concluded under Module 1 shall not be more than EUR 70,000 excluding VAT per year.
The maximum budget allocated for Module 2 is EUR 560.000 excluding VAT.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft contract** available in the Procurement Section under the call to tender EMSA/OP/04/2017 on EMSA's website (www.emsa.europa.eu).

8. Terms of contract

When drawing up a bid, the tenderer should bear in mind the terms of the draft contract.

EMSA may, before the contract is signed cancel the award procedure without the tenderers being entitled to claim any compensation.

9. Subcontracting

If the tenderer intends to either subcontract 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. It should be noted that the 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 criteria². 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.

10. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 14.5 and 15 of the present tender specifications.

The tenderer must comply with the minimum requirements provided for in these tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.³

The tenderer shall complete the Tenderer's Checklist.

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

The tender must be presented as follows and must include:

- a) **A signed letter** indicating the name and position of the person authorised to sign the contract and the bank account to which payments are to be made.
- b) **The Financial Form** completed, signed and stamped. This document is available on the Procurement Section (Financial Form) of EMSA's website (www.emsa.europa.eu).
- c) **The legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu).

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

² To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

³ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

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 **9, 10, 12, 13, 14.2 and 14.6** 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** of these specifications.

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

11. Price

1. Prices for **Module 1** shall be fixed, all-inclusive and must be quoted for one year of STAR Tracking Maintenance services, based on the services described in Appendix 8.
 2. For **Module 2**, a fixed **price per day** for each of the following profiles shall be provided by filling the "Person-day Rates" table in Appendix 10. The fixed price per day shall be all-inclusive as required for the provision of the Module 2 services described in each Specific Contract. The fixed price for on-site support shall also include travels and daily allowances.
 - i. Project manager (pm);
 - ii. Software architect (sa);
 - iii. Senior application developer (sad)
 - iv. Senior application developer on-site (sdo) – expected to provide the services at EMSA premises for a minimum duration of **3 consecutive days** for each intervention as described in each Specific Contract;
 - v. Junior application developer (jad);
 - vi. Test engineer (te);
- b) Prices must be quoted in Euro.
- c) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
- d) 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 (EC) No 1406/2002. 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.

12. 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.

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

13.1 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 in the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu).

13.2 Grounds for exclusion - exclusion criteria

To be eligible to participate in this contract award procedure, a tenderer must not be in any of the following exclusion situations:

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract ;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other persons with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the contracting authority during the award procedure;

- v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure ;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
 - i. fraud
 - ii. corruption
 - iii. participation in a criminal organisation
 - iv. money laundering or terrorist financing
 - v. terrorist-related offences or offences linked to terrorist activities
 - vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
 - i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
 - ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
 - iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
 - iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
 - v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

13.3 Legal and regulatory capacity – Selection criteria

13.3.1 Requirements: The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.

13.4 Economic and financial capacity – Selection criteria

13.4.1 Requirements:

The tenderer must be in a stable financial position and must have the economic and financial capacity to perform the contract

13.4.2 Evidence:

- a) Financial statements or their extracts for the last three years for which accounts have been closed.

- b) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years available.
- c) 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 the provided documents are up-to-date. In this case the tenderer should simply indicate on the cover letter the procurement procedure where the evidence has been provided.
- d) 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 its 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 at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

13.5 Technical and professional capacity – Selection criteria

Requirements:

- a) The tenderer must have designed, developed and successfully delivered, in the last 5 years, at least one reference Operational System that provides:
 - A 24/7 monitoring service for ship tracking, or a similar geo-spatial service for the logistics or telecommunication industry (e.g. car fleet monitoring)
 - An average data throughput of at least 50 messages/second
- b) The members of the proposed team as mentioned in Section 2.3 above must have the following minimum required experience:
 - Project manager: 10 years of working experience, at least 7 years in the area related with this tender, in particular maintenance and development projects of high-availability software systems; the project manager shall speak and write excellent English ;
 - Software architect: 7 years of working experience, at least 5 years in the area related with this tender, in particular high-rate message processing Java applications and previous practical experience with both Oracle Coherence, Oracle Entitlement Server (OES) and JMS.
 - Senior and Junior application developer, where the Senior application developer should have 5 years and the Junior application developer 3 years of working experience, at least 3 years in Java development for senior, and 1 year in Java development for junior;
 - Test engineer: 5 years of working experience, at least 3 years in the area related with this tender;
- c) The tenderer shall provide documentary evidence of its expertise and knowledge, in the following areas, by providing two projects of at least EUR 100.000 each, referencing the comparable and relevant systems in which it has participated in the last three years.

Projects areas:

 - Event-driven architecture
 - Information systems and products: architecture, development, operations and maintenance;

- Software tools: Application servers (e.g WebLogic Server), JMS, RDMS database (e.g. Oracle DB), Oracle Entitlement Server, Oracle Coherence;
- Software language: Java, Javascript;
- Web Services based on: REST, SOAP, and OGC (e.g Web Map Service, Web Feature Service);

Evidence:

- a) The tenderer shall provide the relevant documentation of the reference Operational System, giving EMSA the possibility to verify the characteristics and the quality of the service (e.g. demonstration login, relevant project documentation, customer's testimonials, audit reports, etc.). The tenderer shall also fill the template in Appendix 10 section "Reference Operational System"
- b) The tenderer must provide the Curriculum Vitae of all members of the proposed team with reference to the requested experience and fill the template in Appendix 10 section "Quality of the Team".
- c) The tenderer must provide the aforementioned information filling in Appendix 10 section "Reference Projects".

13.6 Declaration of Honour

For this purpose the Declaration of Honour available on the Procurement Section of EMSA's website (www.emsa.europa.eu) shall be completed and signed.

Please note that **only upon request** and within the time limit set by EMSA the tenderer shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the tenderer or the natural or legal persons which assume unlimited liability for the debt of the tenderer:

For exclusion situations described in (a), (c), (d) or (f) of point 14.2 above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

For the exclusion situation described in (a) or (b) of point 14.2 above, production of recent certificates issued by the competent authorities of the State concerned is 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. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the tenderer already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

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 tenderer is required to submit a statement confirming that its situation has not changed.

14. 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 following quality criteria and their associated weightings:

1. **Quality criterion 1** ($W_1 = 20\%$), Quality of the Services: The tenderer shall describe how it plans to assure the quality of the services requested under Appendix 8 of these tender specifications. The tenderer shall at least address the following points:
 - a. A detailed description for the methodology to be used during the whole lifecycle of the framework contract (including further breakdown and description of the tasks).
 - b. Description of the means and tools that the tenderer shall use to conduct the activities, including procedures and tools to be used for unit test during tests.
 - c. Concrete reference to standards applicable for each type of task.
2. **Quality criterion 2** ($W_1 = 10\%$), Quality of the Proposed team structure for:
 - a. Module 1 – corrective maintenance services
 - b. Module 2 - evolutive maintenance services
3. **Quality criterion 3** ($W_2 = 40\%$), Quality of the Technical solutions for the scenarios in Appendix 9 –
 - a. Scenario 1 – Replacement of the OES solution
 - b. Scenario 2 – Implementation of position services via Websocket technology

In addition to the technical solutions the bidder shall also provide the cost, in Euro, for each scenario.

Scenario 1 and 2 may be implemented as specific contracts under Module 2 therefore the bidder should be aware the price and scope will be contractually binding. EMSA maintains its right not to contract these developments.

and the price criterion and associated weighting:

4. **Price of the bid** ($W_{Price} = 30\%$). The price of the bid shall be calculated as the weighted sum of the following three prices:
 - a. Module 1 – fixed price per year P_1 of the STAR Tracking corrective maintenance and operational support services;

- b. Technical scenario 1 in Appendix 9 - fixed price P_2 for implementation, based on daily rates requested Section 11, for Module 2.
- c. Technical scenario 2 in Appendix 9 - fixed price P_3 for implementation, based on daily rates requested Section 11, for Module 2.

The price of the bid P_{BID} is given by the weighted sum of the prices for points 4a, 4b, and 4c as identified above and according to this formula:

$$P_{\text{BID}} = P_1 + P_2 * 0.7 + P_3 * 0.7$$

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 60 % for Q_1 , a minimum 60 % for Q_2 a minimum 60 % for Q_3 , will be taken into consideration when calculating the score for quality SQ , score for price SP and score S .

Only bids that have reached a minimum of 60 % for the score S will be taken into consideration for awarding the contract.

15. Rejection from the procedure

Contracts will not be awarded to tenderers who, during the procurement procedure, are in one of the following situations:

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

16. 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.

17. List of Appendices

1. Project Delivery
2. Quality Gate Java
3. Web services implementation guidelines
4. IdM guide
5. STAR Tracking Technical Design Document (TDD).
6. STAR Tracking Interface Control Document (ICD).
7. OES manual
8. Requirements for the Provision of Services
9. Technical Scenarios for Evaluation
10. Templates for Tenderer

The following documents are public available to the tenderers: Appendices 1 to 4, and 8 to 10.

The following documents are available to tenderers upon request: Appendices 5 to 7. Any requests for documentation must be made in writing and sent to the e-mail address specified in the Invitation to tender.