

Tender Specifications

Attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/28/2022 for Provision of ICT Services for CHD and MAR-CIS applications

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.

Among its tasks, the Agency has developed the Central Hazmat Database (CHD), a central reference database for dangerous and polluting goods (Hazmat). The CHD contains information on Hazmat goods that must be notified and exchanged in accordance with Directive 2002/59/EC (Vessel Traffic Monitoring and Information System Directive), as amended, and Directive 2010/65/EU on reporting formalities for ships arriving in and/or departing from ports of Member States and with Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (EMSW^e).

In accordance with the EMSA Action Plan for Hazardous and Noxious Substances (HNS) Pollution Preparedness and Response, EMSA has implemented the MARine Chemical Information sheets (MAR-CIS). The MAR-CIS provides support to the Member States' preparedness and response to HNS incidents through the development of specialised information on chemical substances' potential fate and behaviour, associated hazards and impacts, and possible spill response options.

The CHD and MAR-CIS are integrated in EMSA's maritime applications portal and are available as desktop applications to public users. Information on a number of chemical substances is available both in the CHD and in MAR-CIS. They have different objectives however they share common datasets and as result these were developed simultaneously since 2016².

EMSA is applying the environmental management systems ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve its environmental performance. EMSA complies with all applicable legal requirements relating to the environment and endeavours to ensure that suppliers comply with its environmental policy within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing bids.

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.).

² For MAR-CIS a mobile application was also released in August 2017

2. Objective, scope and description of the contract

2.1 Overall objective

The provision of ICT services for Marine Chemical Information sheets application (MAR-CIS) and the Central Hazmat Database application (CHD). These services cover the upgrade, helpdesk, corrective and preventive maintenance of both applications.

The framework service contract is expected to bridge the provision of ICT services to the two applications until a new separate ICT Framework Contract is in force (beginning of 2024), to bundle to the provision of ICT services to several applications at EMSA.

2.2 Scope

The framework contract covers activities for upgrading, helpdesk, corrective and preventive maintenance subdivided in three modules:

Module 1	Upgrade of MAR-CIS and CHD in accordance with section 2.3.1 of these Tender specifications and its Appendix III Technical requirements for the Provision of ICT services to the MAR-CIS and CHD applications
Module 2	Further upgrades or enhancements to the applications covering changes in the service requirements of the two applications in accordance with point 2.3.2 of these Tender Specifications.
Module 3	Provision of helpdesk, corrective and preventive maintenance services to MAR-CIS and CHD applications in accordance to section 2.3.3 of these Tender Specifications and the conditions defined in Annex VII to the Framework Contract, the Service Level Agreement.

2.3 Specific requirements

2.3.1 Module 1 – Upgrade of the CHD and MAR-CIS applications

The required background information on MAR-CIS and CHD applications is explained in *Appendix II - MAR-CIS and CHD overview*.

The technical requirements for implementation of Module 1 are detailed in *Appendix III - Technical requirements for the Provision of ICT services to the MAR-CIS and CHD applications*. The contractor will undertake the following activities:

- a) Analysis/design of the Module 1 requirements;
- b) Programming;
- c) Development/Coding;
- d) Factory acceptance tests;
- e) Updates of the system documentation to incorporate changes made in software components/features.

These tasks will be performed respecting the procedures described in Appendix IV - Project Delivery.

2.3.2 Module 2 – Further upgrades or enhancements of the applications

The contractor may be requested to implement upgrades or further enhancements to the existing applications. The upgrades or enhancements may include changes based on new requirements expressed by Member States.

These tasks will be performed respecting the procedures Appendix IV - Project Delivery.

The change requests may be related to services such as:

- a) Make design proposals for addressing new requirements or changes in user/functional, non-functional/ technical requirements for CHD and/ or MARCIS applications;
- b) Programming;
- c) Prototyping;
- d) Development/Coding;
- e) Factory acceptance tests;
- f) Updates of the system documentation to incorporate changes made in software components/features.

2.3.3 Module 3 – Helpdesk, corrective and preventive maintenance services

The first task under Module 3 will be the take-over and familiarisation with the applications, the source code and development environment set-up. The take-over should not take more than 15 working days from the kick-off meeting (see point 5 of these Tender Specifications).

After the take-over and familiarisation with the applications is completed, the contractor must be ready to carry out the following tasks under Module 3:

- a) Receive notifications from the EMSA applications support team or the Maritime Support Services (MSS) on service failures and analyse/resolve reported incidents respecting agreed service levels;
- b) Provide 24/7 remote second line helpdesk;
- c) Analyse incidents causing unforeseen service interruption and, in the event that the reported issue is not associated with a malfunction in the CHD/ MAR-CIS application software, provide feedback to orient the required interventions for repair or maintenance by EMSA or by its contractors;
- d) Incorporate minor changes to the application code to correct blocking errors or address urgent requests from Member States affecting business logic of the affected applications;
- e) Support the back-up and recovery in case of failure;
- f) Propose deployment options (within the limits of the design of the application in production) to avoid performance bottlenecks and to improve performance;
- g) Propose deployment options (within the limits of the design of the application in production) to address changes in the back-up needs for production environments;
- h) Propose or implement changes in the applications necessary for deploying monitoring processes;
- i) Provide on-site support at EMSA's premises in Lisbon upon request, for a maximum of 3 days per year for one person with the requested technical profile.

These tasks will be performed in line with the procedures set in Annex VII to the Framework Contract, the Service Level Agreement.

Corrective maintenance activities (as above defined in points a) to i)) cover all the modules of software to be delivered under the contract: those of already existing CHD and MAR-CIS code and scripts, those delivered under Module 1 and those that subsequently shall be added under Module 2.

Note that the ICT procedures implemented at EMSA described in Appendix IV - Project Delivery and Appendix V - Working Procedures and Service Requirements (*to these tender specifications*) are subject to update. EMSA will inform the contractor of any update or modification and the contractor will have to implement accordingly in the delivery of the ICT services to EMSA under this procurement.

2.4 Description of the contract

At the conclusion of this procurement procedure, EMSA intends to sign one individual framework service contract (Enclosure 4) with the successful tenderer. The award will be done in accordance with the award criteria set in point 16 of these Tender Specifications.

The duration of the framework service contract will be of 14 months, with the possibility of renewal just for “Module 3 – Helpdesk, corrective and preventive maintenance services” up to 24 months, i.e., up to 10 months more than initially contracted.

The signature of the framework service contract does not constitute order per se and does not entail any obligation on the part of EMSA to purchase. The framework service contract will lay down the overarching legal, financial, technical and administrative provisions governing the relationship between EMSA and the contractor during the period of validity of the framework service contract.

2.5 Specific contracts

Actual services will be ordered upon EMSA’s initiative after the framework service contract has entered into force through specific contracts signed by both parties (see Article I.4.3 of the *Framework Contract – Enclosure 4*). In the specific contract the parties will agree on the types of services (modules) to be contracted, the duration of the contract and the total price of the services. The terms and conditions for the performance of the services, as well as the prices in the specific contracts, will be in line with the provisions set in the framework contract and its Annexes, which will include the tenderer’s offer and these tender specifications.

EMSA may decide to contract the services for the modules in point 2.3 of these Tender Specifications by signing separate specific contracts (Annex I of Enclosure 4.1) or one specific contract with different types of services (modules).

One Specific Contract for Module 1 services is expected to be signed immediately after the signature of the Framework Contract. It shall have a duration of 14 months. The value of the contract shall be based on the Price for Module 1 mentioned in the offer submitted.

One Specific Contract for Module 2 services is expected to be signed immediately after the signature of the Framework Contract. The provision of services under Module 2 shall be on the basis of a fixed price.

EMSA shall place Module 1 and Module 2 requests for upgrades or enhancements to the MAR-CIS and CHD applications through a Request for Change (RFC) registered in the application lifecycle management system of EMSA (JIRA and Confluence) and confirmed via e-mail. A fixed scope of work, price and delivery time shall be agreed for each request. The final value of the specific contract shall be calculated on the basis of the number of person-days per expert profile (see point 13 of these Tender Specifications) needed for executing the RFCs. EMSA reserves the right to not consume the whole budget under the respective specific contract or Module 2.

One Specific contract for Module 3 services is expected to be signed immediately after the signature of the Framework Contract. It shall have the duration of the framework contract. The value of the contract shall be based on the Price for Module 3 mentioned in the offer submitted. If the framework contract is extended, Module 3 will be extended accordingly using a pro-rata price.

2.5.1 Deliverables/reports associated with the implementation of the contract

The contractor shall be responsible for providing the deliverables/reports related to the execution of the three modules as described in this paragraph. During the course of the framework contract, the contractor may be requested to provide additional documents according to the *Appendix IV - Project Delivery* and *Annex VII to the Framework Contract, the Service Level Agreement*.

All deliverables, including technical documentation, tests plans, tests, test results, etc. shall be recorded in Confluence and/or Jira.

The contractor may be also invited to participate in teleconferences (at least one per month) to monitor the project's progress.

2.5.1.1 Deliverables/reports associated with Modules 1 and 2: Update of existing documents

Following the signature of a specific contract for the provision of the services related to Modules 1 and 2, the contractor will be required to maintain and update the following technical documents related to the software for the duration of the contract:

- Software Requirements Specifications (SRS)
- System Design Document (SDD) – main document and Use Cases document
- System Database Design (SDDb)
- System Interface Guide (SIG) (for web application and system-to-system) interface, including web service description (WSDL) and schema (XSD) files
- User Manual (UM)
- Installation and Configuration Manual (ICM).

The current version of the documents is described in Annexes B to G to *Appendix III Technical requirements for the provision of ICT services to the MAR-CIS and CHD applications* to these Tender Specifications.

2.5.1.2 Deliverables/reports for each major release associated with Modules 1 and 2

1. A System Test Plan (STP) – for major releases
The STP should be segregated in several documents/booklets to distinguish very clearly the test cases concerning each distinct software component or service under testing. For the system-to-system interface a specific test plan focused on the external systems (e.g. Member States' systems) may be requested. The STP shall include at minimum the information understood as "Test Cases Specification (Standard IEEE 829-1998)" in line with ITIL procedures at EMSA.
2. Installation & Configuration Manual (ICM) – mandatory for all releases
 - a. Installation and configuration and clustering manual, data migration procedures and data migration strategy,
 - b. Infrastructure dimensioning requirements,
 - c. Data migration strategy,
 - d. Release notes,
 - e. Operation and maintenance manual, including all necessary information to monitor the system.
3. Release "Master" Test Plan - for major releases
The Release "Master" test plan constitutes the guideline by which the application will be tested during the site acceptance cycles envisaged in the contract, defining the acceptance criteria and the tests to be

executed in each one of the SAT (Site Acceptance Tests) runs. In general, the Test Plan makes reference to functional and non-functional tests under the following categories:

- 3.1. Smoke tests: to check out if the main functions of an application work properly, but not going into great details. They are put in place before the exhaustive testing activities or after the deployment on a different environment. EMSA may propose to contractor “smoke” tests for inclusion in the plan.
- 3.2. Functional tests: to check out the functional behaviour of the application, including regression, in respect to specific function/feature.
- 3.3. Non-Functional test: security, integration, load, stress, soak, and Business Continuity Facility (BCF) compliance. Load, stress and soak test descriptions must define all test scenarios to be executed, goals to be achieved, tools to be used and resources to be monitored.
- 3.4. Acceptance (Business Validation) test: to validate that the business requirements are fulfilled by the new release. The ‘Acceptance’ formally acknowledges that the release has met the requirements once the release is deployed into the production environment. The ‘Acceptance Criteria’ should be agreed with EMSA (EMSA may propose the relevant tests) and include at least a prioritized list of defined and measurable attributes, which are application-related, that must be satisfied to achieve the final acceptance.

4. Factory Acceptance Tests (FAT) reports.

5. Feedback to SAT reports, Analysis/Comments on SAT reports drawn by EMSA or parties contracted by EMSA to execute SAT. Such feedback will be usually recorded in JIRA (refer to *Appendix IVIV - Project Delivery* to these Tender Specifications).
6. Automation scripts used to execute FAT of the software delivered.
7. For a typical delivery (at the end of the development phase or following the SAT runs when it is delivered an updated patch release) the contractor must deliver:
 - 7.1. Source code in a versioning structure for the specific components developed for EMSA (respecting the procedure in Appendix V to TS - Working Procedures Service Requirements).
 - 7.2. Binaries for all the COTS and libraries used in the system.
 - 7.3. Scripts/artifacts/instructions on how to build the code.
 - 7.4. A list of deprecated components.
 - 7.5. An update of the ICM document specifying the version of the software configuration items being delivered including references to COTS and software libraries included in the delivery. The document should also include the Release note describing changes as well as reference to the tests made attaching any relevant SPRs (Software Problem Report).
 - 7.6. Applicable scripts to perform the installation: database scripts, configuration and deployment scripts, data migration scripts from the current version to the next one.
 - 7.7. Installation manual/instructions including information on software components whose installation could be automated by utilising tools like e.g. Redhat Package Manager (RPM).
 - 7.8. To facilitate the installation of software delivered, contractor must comply with the following requirement as far as deployable on the weblogic servers are concerned:
 - 7.8.1. Weblogic Configurations (e.g. datasources, foreigner JNDI providers, JMS queues) and deployments (e.g. war, ear) must be automated using Weblogic Scripting Tool (WLST) or Ant with WLST tags.
 - 7.8.2. All needed configurations must be centralised on a property file defined per environment (test/training/pre-prod/production).
 - 7.8.3. The source code versioning structure must follow the existing structure as used in EMSA (e.g. for enhancements/upgrades to the existing components). For new components, the contractor shall propose a versioning structure to be agreed with EMSA.

2.5.1.3 Minimum deliverables/reports associated with Module 3

For the implementation of Module 3 the following deliverables/reports are requested:

- a. Provision of the contracted services respecting the requirements, procedures and service levels as described in point 2.3.3 of these Tender Specifications.
- b. Summary Report with the results of the analysis of each incident in JIRA (the tool used by the Agency for Application Lifecycle Management).
- c. Quarterly reports for the provided services.

2.5.2 Project Management documentation and reports required for payment

Unless otherwise specified, after the contract is signed all parties shall use EMSA's Confluence to record and store documentation related to the project.

2.5.2.1 Project Management documentation

The tenderer shall provide in their bid the following documents:

- a. Draft Project Plan:
It must include at least the 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 by the contractor during the whole duration of the framework contract.
- b. Draft Risk Management Plan and Risk Registry.
- c. Draft Quality management plan.

After signature of the framework contract the contractor shall provide the final version of the above following documents within maximum one month from the kick-off meeting.

2.5.2.2 Status report

If requested by EMSA the contractor should deliver a "Project status report" reporting on the current status of the project, including, if required, proposals on updating the project plan and risk registry

2.5.2.3 Meeting agendas and Meeting minutes

For meetings executed via personal contact or teleconference/video-conference. The contractor shall be responsible for providing:

- I. Prior to a meeting, a detailed agenda whose content shall be agreed with EMSA as well as drafts of the presentation(s) to be made in a meeting.
- II. Post meeting, the minutes for meeting. The minutes must include at least the topics discussed, decisions taken and action items with indication of the responsible person and deadline of the actions.

2.5.2.4 Reports required for payments

The payment arrangements for the three modules of services are described in Article I.6 of the Framework Contract (Enclosure 4) and further detailed in the Specific Contract.

For Module 1, the contractor shall deliver a Final Report describing the performed tasks, the software deliveries made, dates and references of the deliverables. The final report can only be issued after the software testing, acceptance by EMSA and production go-live.

For module 2, the contractor can claim interim payments for the upgrades or enhancements delivered subject to the requirements defined in point 2.5.1.1. This should be accompanied with a Final Report describing the performed tasks, the software deliveries made, dates and references of the deliverables. The final report can only be issued after the software testing, acceptance by EMSA and production go-live.

For module 3, for the two payments foreseen (interim and final payment), the contractor shall deliver a summary report for the reporting period describing the results of the analysis each issue incident (issues) in JIRA.

3. Contract management responsible body

EMSA Unit 3.1 in charge of Maritime Digital Services - will be responsible for managing the contract.

4. Project Planning

The kick-off meeting is planned to take place at EMSA premises within 7 calendar days of the signature of the Framework Contract.

The schedule for the provision of services for Modules 1 and 3 is to be provided by the tenderer in the offer and agreed with EMSA at the kick-off meeting. The schedule in the offer for Module 1 must be aligned with the indicative dates in Table 1 below.

Activities	Date	Milestone
Signature of the Framework Contract	T0	M0
Kick-off meeting at EMSA's premises - Agree planning for take over and implementation of Module 1.	T1 = approx. 1 week after signature of the Framework Contract	
Specific Contract(s) signature	T2	
Module 1 Services		
Delivery of updated documentation - Project Plan - Software Development Plan for Module 1 - Risk Management Plan and Risk Registry - Quality Management Plan - SRS	T2 + 4 weeks	
Delivery of design documentation for Module 1	T2 + 8 weeks	
Delivery of software and FAT report for CHD and MAR CIS application for Module 1	T2 + 16 weeks	
Validation by EMSA	T2 + 18 weeks	
Roll-out and go live Module 1	T2 + 20 weeks	
Final report for Module 1	T2 + 21 weeks	M1
Module 3 Services		
Take over period	T2 + 3 weeks	

Table 1 - Project's indicative schedule and contract milestones for Module 1 and Module 3 of the contract

The table above represents an indicative plan for the implementation of the FWC. EMSA may modify the proposed project planning during the contractual period.

5. Timetable

The estimated date for signature of the contract is November 2022.

6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 139,000.00 excluding VAT.

7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Framework Contract (IT)** available in the Procurement Section under the call to tender **EMSA/NEG/28/2022** on EMSA's website (www.emsa.europa.eu). The successful tenderer(s) shall take the appropriate measures to be compliant with the e-invoicing conditions as set out in the draft contract.

8. Terms of contract (purchase order)

When drawing up a bid, the tenderer shall bear in mind the terms of the draft Framework Contract (IT).

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

9. Financial guarantees

Not applicable.

10. Subcontracting

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners it shall indicate in its 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 criteria³. 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. However, the selection criteria may apply individually where it is relevant in view of their nature.

11. 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 shall in particular include an English version of the documents requested under points 14.5 and 16 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

³ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

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.⁴

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 (Join Offers) it shall indicate it in its offer by completing the form "Statement of Subcontracting / Joint Offer". This document is available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the [contract/purchase order], the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure.
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu).
- c) **The Legal Entity Form** completed, signed by the person authorised to sign the contract and stamped along with the requested accompanying documentation, including recent proof of that authorisation (not more than one year old). 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 Identification 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 shall 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 10, 13 13 and 14.2 of these specifications (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 16 of these specifications;*

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

12. Price

- A. Price must be quoted for Provision of ICT Services for CHD and MAR-CIS applications and shall include all price elements as listed in the Price Grid for evaluating the offers in Enclosure 2. Failure to complete a price element may lead to the rejection of the offer.

⁴ 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).

Tenderers shall submit the following prices applicable to the different modules:

- 1) The Price for Module 1 [**P_{MODULE1}**] shall be fixed and shall include all costs related to the provision of services as per the requirements in section 2.3.1 of these tender specifications, as well as the travel and subsistence costs for two persons (Project Manager and either Senior Analyst or Senior Programmer) participating in the kick off meeting at EMSA's premises.

The prices and the number of days quoted in the Price grid for evaluating the offers (Enclosure 2) will be used for defining the fixed price for Module 1 [**P_{MODULE1}**] and shall be calculated according to the equation 1 and 2 below:

$$P_{MODULE1} = \sum_{\text{All requirements}}$$

Equation 1

$$\sum_{\text{Per requirement}} = \sum_{\text{all profiles}} (\text{Price per person day per profile} \times \text{number of person days per profile})$$

Equation 2

The price for each requirement (see Equation 2) shall be calculated on a price per person day for each of the following profiles multiplied by the number of days needed to implement the Module 1 requirements:

- a. Project Manager (PM)
- b. Senior Analyst (SA)
- c. Senior Programmer (SP)
- d. Programmer (P)
- e. Web Designer (WD)
- f. Tester (T)

Depending on the requirement and the type of work envisaged, there may be cases in which the use of all the profiles is not needed.

For more information on the scope of services associated with each requirement in the price grid, refer to Enclosure 2 – Price grid for evaluating the offers attached to these Tender Specifications.

- 2) The Price for Module 2 [**P_{MODULE2}**] will be calculated based on the prices per profile quoted in the Enclosure 2. EMSA will issue specific change requests for one or more requirements, with a fixed scope of work and delivery time. During contract implementation the contractor will quote a price for the specific change request based on the number of person-days per expert profile that shall be agreed.

The tenderer shall fill in the Price grid the prices per person day for each of the following profiles:

- a. Project Manager (PM)
- b. Senior Analyst (SA)
- c. Senior Programmer (SP)

- d. Programmer (P)
- e. Web Designer (WD)
- f. Tester (T)

The final value of a specific contract shall be calculated on the basis of the number of person-days per expert profile needed for executing the RFCs. For Module 2 there shall be no meetings at EMSA during contract implementation duration, therefore the travelling costs should not be included in the price for **P_{MODULE2}**.

- 3) The Price for Module 3 [**P_{MODULE3}**] shall be fixed covering the entire duration of the Service Contract, including the price of travel and subsistence allowance. In this regard, EMSA may request on-site support, for a maximum of 3 working days per year for one person with the requested technical profile (annual maximum of 3 working days).

The prices quoted for Module 3 [**P_{MODULE3}**] in the Enclosure 2 will be used for defining the fixed price for Module 3.

- B.** Prices must be fixed amounts and non-revisable unless otherwise specified in the contract.
- C.** Prices must be quoted in euro.
- D.** Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, the latter is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. Therefore, price and 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 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 group 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 group will be checked to ensure that the group as a whole fulfils the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

If awarded, the contract will be signed by the person authorised by all members of the group. Tenders from 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 tenderer and information and formalities necessary for the evaluation of the minimum economic, financial, technical and professional 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** available on the Procurement Section of EMSA's website (www.emsa.europa.eu).

14.2 Grounds for exclusion – Exclusion criteria

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

14.3 Legal and regulatory capacity – Selection criteria

14.3.1 Standards / Prerequisites

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

14.3.2 Evidence

Not applicable.

14.4 Economic and financial capacity – Selection criteria

14.4.1 Standards / Prerequisites

- a) The tenderer must be in stable financial position and must have the economic and financial capacity to perform the contract.
- b) The tenderer must not be subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) substantially affecting the performance of the contract (e.g., asset freezes and/or a prohibition on making funds or economic resources available). The prohibition applies throughout the whole performance of the contract.

14.4.2 Evidence

- a) Financial statements or their extracts for the last two 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 two financial years.
- c) Self-declaration that the tenderer is not subject to restrictive measures (e.g., asset freezes and/or a prohibition on making funds or economic resources available) substantially affecting the performance of the contract.
- d) 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 shall simply indicate on the cover letter the procurement procedure where the evidence has been provided.

- e) If, for some exceptional reason which EMSA considers justified, a tenderer is unable to provide one or other of the above documents, it 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.

14.5 Technical and professional capacity – Selection criteria

14.5.1 Standards / Prerequisites

- a. The company must have the capacity needed, in terms of staff and resources, to deliver the services requested in point 2.3 of these Tender Specifications. A minimum of 50 employees allocated to IT services delivery is required.
- b. The company must have recent experience (last three years) concerning the provision of ICT services similar to those specified in point 2.3 of these Tender Specifications. The experience should be focused as a minimum on the business logic, used architectures, as well as in the performance of takeover of software systems, software maintenance and technical support.
- c. The company must have the technical and professional capacity, in terms of key technical staff to be involved in the project. These must have the relevant experience as below, to deliver the services covered in this tender. The following minimum requirements for the Project Manager (PM), senior analysts (SA) and Senior Programmer (SP) should be fulfilled:

Project Manager

Education

- University degree(s) in the IT or Engineering field.
- The Project Manager shall speak and write excellent English (corresponding to B2 or higher).

Professional experience

- 10 years of working experience, at least 5 years project management and 5 years in the area related with this tender, in particular software maintenance and development projects.

Senior Analyst

Education

- University degree(s) in the IT or Engineering field.
- The Senior Analyst shall speak and write excellent English (corresponding to B2 or higher).

Professional experience

- 7 years working experience in system design (at least 5 years of experience in analysing user requirements and translating them into functional, technical, and testing specifications).
- On-the-job experience (not attendance of seminars) in business requirements and process analysis.
- More than 5 years of experience in tools applying UML and RUP.
- Experience in systems similar to those of EMSA, in terms of business logic and used architectures.

Senior Programmer

Education

- University degree(s) in the IT or Engineering field.
- The Senior Programmer shall speak and write excellent English (corresponding to B2 or higher).

Professional experience

- 5 years working experience in the area related to this tender.

- Technical expertise in using design related tools, such as SOA, JAVA applications, Oracle Database, XML and HTML.
- Minimum 3 years of experience related to the development of applications for mobile devices should be demonstrated in particular: mastering multi-platform problems, navigators/OS, XHTML/CSS. If the Senior Programmer does not have this expertise an extra team member should be proposed and the CV submitted.

EMSA reserves the right to assess any change or new nomination of team members to the contractor's project team. CVs and appropriate documentation of each team member 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 team member. Proposed new team member shall comply with all minimum requirements set in these Tender Specifications and is subject to a contract amendment.

14.5.2 Evidence

- A description of the company's departments and structure mentioning the current allocated number of staff per department to demonstrate the capacity of the company in terms of organisation/resources and staff available to deliver the services covered in this tender. A minimum of 50 employees allocated to IT services delivery is required.

In case of joint offer, the offer shall include a description of the relationship of the companies forming the group and a description of the quality assurance procedures.

- Reference to a minimum of three contracts performed during the past three years for the provision of services similar to those described in point 2.3 of these Tender Specifications. Each reference shall include the following information to be presented in a table format, see template below:

Project name	Description of how the project fulfils selection criteria pre requisites 14.5.1 a),b) and c);	Start and finish date for each project;	Role of the company (prime or sub-contractor);	Technical capabilities required of the project;	Volume in Euros (minimum budget of EUR 200.000 for each reference).

For confidentiality purposes, the reference to the client names might not be disclosed.

- In order to demonstrate the technical and professional capacity of the staff to be involved in the project, the tenderers must provide the CVs for all the profiles listed in point 14.5.

In addition, the tenderer should summarise for the above-mentioned profiles (including the mobile application expert in case the senior programmers proposed lack experience on this type of expertise). For each team member, the following information, that should be in line with the CVs, shall be presented in a table, see template below:

Team Member Name	Profile	Education	English Language Level (as per Europass	Working experience, total number of years	Years of work experience in activities similar to	Description of how the team member fulfils the	List of similar projects/services with the team members with the same profile.
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			standards)		those in the role assigned in the team	selection criteria pre requisites in point 14.5.1 d) for the relevant profile	

A minimum of two consultants per profile for the three profiles mentioned in point 14.5.1 c) must be provided. These must fulfil the minimum requirements mentioned in point 14.5.1 c) of these tender specifications. Regarding Senior Programmers, at least one of the CVs should refer to an expert in mobile application development.

15. Declaration of Honour (DoH)

Please note that the tenderer shall provide information with regards its situation and on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control and beneficial owners.

Upon request and within the time limit set by EMSA, the tenderer shall provide the following evidence concerning itself, the natural or legal persons as listed under the first paragraph, and concerning the natural or legal persons which assume unlimited liability for the debt of the tenderer:

For the exclusion situations described in points (a), (c), (d), (f), (g) and (h) of the Declaration of Honour, 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 situations described in (a) and (b) of the Declaration of Honour, production of recent certificates issued by the competent authorities of the country of establishment 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.

The successful tenderer must provide the documents mentioned as supporting evidence before signature of the contract and within the deadline given by EMSA. This requirement applies to each member of the group in case of joint tender.

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.

16. Award criteria

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 ($W_1 = 15\%$),

Quality of the proposed team based on the proposed team organisation, the description of their responsibilities within the team and breakdown of tasks. This breakdown of tasks should be linked to the work packages envisaged. Tenderers should fill-in the team diagram and the Team list as in *Enclosure 3 – bid template for quality award criteria*;

2. Quality criterion 2 ($W_2 = 15\%$),

General project management for the contract based on the draft documents describing the project management to be used for the implementation of the contract (Project Plan, Risk Management Plan, Risk Registry, Quality Management Plan, see point 2.5.2):

- a. A detailed description for the methodology to be used during the whole lifecycle of the contract (including work breakdown structure describing the way activities shall be organised for Modules 1 and 3, including the approach for the takeover of the software);
- b. Description of the means and tools that the tenderer shall use to conduct the activities, including procedures and tools to be used for testing (e.g. FAT and SAT cycles);
- c. Concrete reference to ICT standards applicable for each type of service to be delivered under all Modules.

3. Quality criterion 3 ($W_3 = 40\%$),

Quality of the technical proposal for Module 1 list of requirements, Module 2 list of potential requirements and Module 3 maintenance services as described in *Appendix III*. The evaluation of this Quality criterion shall be based on:

- a. The overall quality of the solution to implement Module 1, 2 and 3 provided in the bid;
- b. A detailed compliance matrix, per requirements for Module 1 and 2, including the tenderer's analysis of each requirement, see *Enclosure 3 – Bid template for quality award criteria*;

and the price criterion and associated weighting:

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

For the evaluation of the price the following prices shall be considered (see *Enclosure 2 - Price grid for evaluating the offers* attached to the invitation to tender):

- a. The fixed price for Module 1 (**$P_{MODULE1}$**), for implementing the requirements in point 2.3.1 of these Tender Specifications;
- b. An indicative evaluation scenario (**$P_{SCENARIO}$**) for implementing the potential requirements described in point 2.3.2 of these Tender Specifications;
- c. The fixed price for Module 3 (**$P_{MODULE3}$**).

The total price for tender evaluation (**P_T**) will be the sum of the three amounts specified in points a, b and c mentioned above as indicated in the formula below:

$$P_T = \text{Price for tenders evaluation} = [P_{MODULE1} + P_{SCENARIO} + P_{MODULE3}]$$

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

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

Only bids that have reached a minimum of 50 % for Q_1 , a minimum of 50 % for Q_2 , etc. 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 70 % for the score S will be taken into consideration for awarding the contract.

17. 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 used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

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 shall be clearly pointed out by the tenderer in the tender. Information shall 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. List of Appendixes to these Tender Specifications

Invitation to tender

Enclosure 1 Tender specifications

Appendix I	Letter of commitment from Guarantor (NOT APPLICABLE)
Appendix II	MAR-CIS and CHD overview
Appendix III	Technical requirements for the Provision of ICT services to the MAR-CIS and CHD applications
Appendix IV	Project Delivery
Appendix V	Working Procedures and Service Requirements

Enclosure 2 - Price grid for evaluating the offers

Enclosure 3 - Bid template for quality award criteria

Enclosure 4 - Draft Framework contract

Enclosure 4.1 - FWC (IT) Annexes I – XVI

Enclosure 4.2 - Annex VII IT FWC - SLA

Enclosure 4.3 - General terms and conditions for information technology contracts

Enclosure 4.4 - General terms and conditions Appendix A

Enclosure 4.5 - General terms and conditions Appendix B

Enclosure 5 - Statement of Subcontracting_Joint Offer

Enclosure 6 - Tenderer's (Candidate's) Checklist