

## Tender Specifications

### Attached to the Invitation to tender

## Invitation to tender No. EMSA/NEG/1/2026 for MARINFO Cloud services: Operations, maintenance and enhancement services

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## 1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform and effective level of maritime safety. Among its tasks, the Agency develops, hosts, operates and monitors maritime applications that support the exchange of maritime safety information among EU Member States (MS), Norway and Iceland, and in some cases with countries outside of the EU/EEA (as mandated by Directives 2002/59/EC, 2005/35/EC, 2009/123/EC, 2010/65/EU, Directive 2014/100/EU, and Regulation (EC) No 724/2004).

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<sup>2</sup> within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing tenders.

## 2. Objective, scope and description of the contract

### 2.1 Objective

The objective of this procurement procedure is to establish a Framework Contract (FWC) to provide cloud services for operations, maintenance and enhancement services to support the MARINFO system that is currently operational and providing valuable data to support statistical and analytical activities across the agency.

### 2.2 Scope

The current usage for the mentioned system is:

- MARINFO: is a valuable source of data for worldwide ships provided with IMO number and is made available for data retrieval, data exchange, the development of regular and ad hoc statistics as well as feeding studies, reports, and assessments in support of the work of the Member States, the Commission and the general public.

This system is cloud-based and deployed on Microsoft Azure Cloud and using specific cloud components and technologies.

The details of system covered by the scope of this FWC are presented in the following documentation:

- MARINFO – Appendices 01, 02, 03, 04 and 05.

The envisaged services to be requested under this FWC are described in this section.

For the execution of the services in the scope of this FWC, the future contractor will have access to the respective Azure Cloud subscription for all the environments supporting each system. They will also be granted access to the Azure Devops workspace used for supporting this system.

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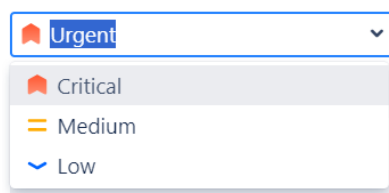
<sup>1</sup> Regulation (EC) No 1406/2002 of the European Parliament and of the Council of 27 June 2002 establishing a European Maritime Safety Agency (OJ L 208, 5.8.2002, p. 1.).

<sup>2</sup> Which can be found at <http://emsa.europa.eu/about/environmental.html>

### 2.2.1 Module 1 - Operations and Corrective Maintenance

The necessary activities for regular operation and maintenance of the system, shall address all the environments: Test, Pre-Production and Production. It includes, at least, the following activities:

- Resolving urgent problems and system failures at cloud supporting infrastructure and applications.
- Analysing conditions, root-cause and propose solutions or workarounds as appropriate.
- Troubleshooting and resolving/correcting any issues.
- Diagnosing errors or flaws found in the system and making any necessary corrections. The contractor has the responsibility of diagnosing and determining the origin of failures affecting all or part of the system and recover it.
- Providing and installing the corrections and updates of the most recent versions of the underlying software of the system if it is agreed by EMSA that those corrections and updates are necessary.
- Providing and supporting EMSA with software releases, service packs and emergency fixes and the relevant correspondent documentation and testing plans, installing New Software versions on the existing environments and where necessary, adapting and configuring the environments that were used by the previous version of the Software. EMSA will perform testing and accepting, when it is reasonable to do so, of new versions or new releases/deployments of software, as proposed by the Contractor.
- Operating and administrating the EMSA cloud infrastructure that supports the system in the scope of this contract, including the adoption of performance tune-ups on the infrastructure.
- Registering all the identified issues and events on the Service Desk ticketing tool. The issues might be identified by the contractor or EMSA and the events resolution priority shall be defined by EMSA in accordance with the contractor, such as:



Occurrences (Incidents/Defects or Findings) considered as blocking (no service being provided) will have Priority = Urgent.

Occurrences (Incidents/Defects or Findings) significantly impacting one or more components causing a partial loss of the service provided or foreseen to be blocking during the next 2 days will have Priority = Critical.

Occurrences (Incidents/Defects or Findings) significantly impacting one or more components with reduction of service provided (e.g., affecting performance) or foreseen to be blocking will have Priority = Medium.

For all other occurrences (Incidents/Defects or Findings) the severity is classified as Low.

The expected service levels are defined as follows:

Priority	Acknowledge Time	Solve time
<b>Urgent</b>	Immediately, 7/5 basis	2 working days
<b>Critical</b>	1 working day, 7/5 basis	5 working days
<b>Medium</b>	3 working days, 7/5 basis	10 working days
<b>Low</b>	5 working days, 7/5 basis	To be agreed with EMSA

#### 2.2.1.1 Deliverables of this Module

The following deliverables shall be provided:

- Maintain up to date the system documentation:
  - Administration; User; Architecture and Specification; and Maintenance manuals.
- The step-by-step resolution of the reported tickets/incidents needs to be included in the respective project repository.
- Source code and Build/Deployment artifacts: The source code, build and deployment scripts and artifacts (all binaries for any library or COTS included) versioned and tracked in a version control and artifact repository.
- Quarterly report, including for the respective period including the list of occurrences with respective status, mentioning the new, on-going, and closed. It needs to include the description of the occurrence, with direct link to the registered issue in the ticket management tool.
- Agendas and Minutes of Meetings.

#### 2.2.2 Module 2 - Enhancements

This module will cover the necessary activities to accommodate adaptations and changes to evolving requirements and needs that are already covered by the system functionalities. This will involve making the necessary modifications to the system's existing features and technologies to keep the system relevant, efficient and effective in supporting of the business objectives.

The specific enhancements requests will be detailed in the respective Specific Contracts.

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

- Code/Develop:
  - Analysis of user requirements.
  - Implementing modifications of features and functionalities.
  - Implementing secure coding practices.

- Fixing bugs, stability and resource consumption issues and vulnerabilities.
- Ensuring that security is integrated into the software development process.
- Integrating automated testing and security testing into the development lifecycle to identify issues or problems of the software in the early development stages, if/when applicable.
- Making sure that the code is maintainable and scalable.
- Automating the deployment process to minimize the risk of errors and to facilitate rapid rollbacks in the event of issues.
- Implementing Mocks if/when needed.
- Build:
  - Using continuous integration and continuous delivery (CI/CD) tools to automate the build and testing processes.
  - Ensure that the code is stable and ready for deployment.
  - Ensure that the software is built and packaged in a consistent and repeatable way.
  - Ensure that the build artifacts can be easily deployed to different environments.
  - Versioning and/or tagging code and artifacts for traceability and future reference.
  - Ensure that build artifacts are stored in a secure repository for further use.
- Test:
  - Testing for both functional and non-functional requirements, such as performance, usability, and compatibility.
  - Testing and validating any security compliance requirements before deploying to production or any environment.
  - Recording any issues found during testing in EMSA's environments and the respective solution of the issue.
  - Correcting any issues or bugs discovered during the tests.
- Release and Deploy:
  - Generating the final release package (including Release notes, rollback plans).
  - Validating the release package.
  - Performing the final testing and facilitating business validation in a staging environment.
  - Ensuring that the code and configurations have been properly tested, reviewed, approved, and conform to the necessary standards.
  - Ensuring that code and configurations conform to security and compliance standards.

- Deploying to production, using the automated deployment process and following the deployment plan.
- Knowledge Acquisition Activity:
  - EMSA acknowledges and appreciates that the MARINFO platform is an ad-hoc implementation tailored for EMSA needs, and as such, a knowledge acquisition period of 3 weeks is foreseen, that might be activated in a dedicated Specific Contract.
  - During this period the contractor is free to analyse and investigate the system implementation, helping to improve and document the current functionalities and technical implementation with the objective of being efficient in the provision of the services being requested in the scope of this Specific Contract.
  - At the end of this knowledge acquisition period, a report shall be presented summarizing the work done. This document shall be subject to EMSA acceptance.

#### 2.2.2.1 Deliverables of this Module

In the scope of this module, the following deliverables shall be created, maintained and/or updated, as needed, by the contractor, throughout the execution of the respective contracts (if applicable):

- Requirements: The functional and non-functional requirements created, which are the outcome of the decomposition of the change requests created by EMSA. In addition, the technical assessment of how the proposed solution responds to the requirements.
- Architecture design: A comprehensive design that outlines the overall architecture of the application or system, including the technology stack, infrastructure, and security.
- Test plan: A plan that outlines the specific tests that will be performed on the system to ensure that it meets the requirements and functions as expected.
- Acceptance Test Report: A report that summarizes the results of the automated testing, manual and integration tests in EMSA's environments, including any issues or bugs that were identified in those tests and the number of release candidates deployed.
- Tests automation: Test scripts, and any needed mocks, for the test cases that are automated for functional, non-regression and security testing to ensure that the system functions as expected.
- Source code and Build/Deployment scripts and artifacts: The source code, build and deployment scripts and artifacts (all binaries for any library or COTS included) versioned and tracked in a version control and artifact repository.
- Operational procedures: All the operational procedures, including the security operational procedures (SOPs), which are the operational guidelines that explain how to manage the system securely, including equipment configuration.
- Installation & Configuration Manuals: Includes description of all configuration parameters of the application(s), configuration of the cloud services manual, data migration procedures and data migration strategy (if applicable), description of the deployment processes, and strategies for scaling the respective cloud services.

- User documentation: A complete/updated user manual to describe how to use the system in a secure way, which needs also to include an Administration section to cover for the system management activities such as system configurations at Administration level.
- Training support material: Includes training presentations to be displayed during the potentially needed training sessions with EMSA team members, practical examples, and training data sets.
- Agendas and Minutes of Meetings.

## 2.3 Team Structure

For the requested services, the tenderer shall propose a package of dedicated cloud service team that will act as a set of operational experts to support the envisaged system mentioned above.

The team's composition is to be presented for the MARINFO system, consisting of the following minimum roles per team:

- **(PM)** Project Manager / Cloud Analyst
- **(AD)** Application Developer / Cloud System Engineer

Since the system encompassed in this FWC is deployed in cloud environments, it is essential that all the proposed team's composition have a strong background and knowledge in cloud technologies.

If need be, the tenderer may complement the team composition in its bid and justify it. In case of subcontracting is used, the subcontractor responsible for each team shall also be indicated.

The main duties expected for each profile are (list non-exhaustive):

- **(PM)** Project Manager / Cloud Analyst
  - Perform project management activities on the projects assigned.
  - Conduct technical studies and evaluations of business requirements (as applicable).
  - Perform the collection and evaluations of requirements to understand outcome objectives; translate those objectives to system implementation definition that map to tangible infrastructure solutions.
  - Propose and design innovative cloud solutions.
- **(AD)** Application Developer / Cloud System Engineer
  - Conduct technical tasks (such as design, development, deployment, refactoring, repackaging and testing) associated with the implementation and maintenance of the system and its underlying cloud and virtualization infrastructure.

**The proposed teams shall be included in Appendix I and, if applicable, reference to the subcontractor to which they belong to shall also be indicated therein.**

## 2.4 Description of the contract

Actual services will be ordered upon EMSA's initiative after the framework service contract has entered into force through specific contracts (SC) signed by both parties.

Following the signature of the FWC, EMSA intends to contract specific activities by issuing individual Requests for Services (for Module 2 only) and Specific Contracts in accordance with the terms and provisions of the FWC to cover for the needed services mentioned above.



### 3. Contract management responsible body

EMSA Unit 3.2 in charge of Maritime Digital Solutions - will be responsible for managing the contract.

### 4. Project Planning

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

The schedule for the provision of services for the Operations and Corrective Maintenance is to be provided by the tenderer in the offer and agreed with EMSA at the kick-off meeting.

Activities	Date
Signature of the Framework Contract	T0
Kick-off meeting	T1 = approx. 1 week after signature of the Framework Contract
Prepare SC for Module 1 - Operations and Corrective Maintenance Services	T1
Signature of SCs for the Module 1 - Operations and Corrective Maintenance Services	T1 + 1 months
Signature of SCs for Module 2 - Enhancements Services	TDB, depending on EMSA needs and respective requests.

#### Meetings and remote support

After the signature of the framework contract and each specific contract, a Kick-off meeting will be held in order to define the structure of the tasks and to define the details of the work to be undertaken, such as clarify main objectives, timetable, and expected results of the contract.

These Kick-off Meetings will take place via conference call.

#### Minutes of the meetings

The contractor shall draw up the minutes of the meetings. The minutes shall be delivered within seven working days after the date of the meeting for EMSA's 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.

### 5. Timetable

The estimated date for signature of the contract is March 2026. The FWC duration is 24 months (12 months + one automatic renewal for the same period).

### 6. Value of the Contract

The maximum budget available for this contract is EUR 60,000.00 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/1/2026** on EMSA's website (<https://emsa.europa.eu/procurement.html>).

Specific Contracts for the purchase of services shall be established based on the prices indicated in the financial offer.

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

When drawing up a tender, 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

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State ("intra-group posting" as defined by Article 1, 3, (b) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State ("hiring out of workers" as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group ("intra-corporate transfer" as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).
- d) Use of staff without employment contract ("self-employed persons working for the contractor"), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders.
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a group member.

By filling in the *List of identified subcontractors* available on the Procurement Section of EMSA’s website (<https://emsa.europa.eu/procurement.html>), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as identified subcontractors):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria<sup>3</sup>;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 20 %.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the attached model *Commitment letter by identified subcontractor* available on the Procurement Section of EMSA’s website (<https://emsa.europa.eu/procurement.html>), and signed by its authorised representative.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not subject to restrictive measures, has access to procurement and is not in an exclusion situation,
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

#### 10.1 Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the attached model *Commitment letter by an entity on whose capacities is being relied* available on the Procurement Section of EMSA’s website (<https://emsa.europa.eu/procurement.html>), signed by the authorised representative of such an entity.

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

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

## 10.2 Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will fall within the exceptions listed above (see list under section 10) and will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

The tenderer must provide required evidence for the exclusion on its own behalf, on behalf of any subcontractors identified in the *List of identified subcontractors*, and on behalf of any other entities (not subcontractors) on whose capacities is being relied on.

The tenderer must provide required evidence for selection criteria on its own behalf and on behalf of any subcontractors on whose capacities the tenderer relies on upon to fulfil the selection criteria as identified in the *List of identified subcontractors*, and on behalf of any other entities (not subcontractors) on whose capacities is being relied on.

The evidence on 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 / any other entities (not subcontractors) as a whole fulfil the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature, if specified so in selection criteria relevant section of these Tender Specifications.

Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

## 11. Joint Offer

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the *Agreement Power of attorney (joint tender)* available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial

aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case(s):

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
- the new entity is not subject to restrictive measures, has access to procurement and is not in an exclusion situation,
- all the tasks assigned to the former entity are taken over by the new entity member of the group,
- the group meets the selection criteria,
- the change must not make the tender non-compliant with the procurement documents,
- the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
- the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

Each member of the group must provide the required evidence for the exclusion and selection criteria. The evidence on 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 specified so in selection criteria relevant section of these Tender Specifications.

If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the *Agreement Power of attorney (joint tender)* available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

## 12. Requirements as to the tender

Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should preferably be submitted in English and shall in particular include an English version of the documents requested under sections 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 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.<sup>4</sup>

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 relevant forms *List of identified*

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<sup>4</sup> 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).

*subcontractors / Agreement/Power of attorney (joint tender)*. These documents are available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

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, including up-to-date proof of that authorisation, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure. The cover letter shall be accompanied by the **Authorised Signatory Form** duly completed and signed. This document is available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).
- b) **The Legal Entities and Bank Accounts Form**, completed, stamped and signed by the person authorised to sign the contract, along with the requested accompanying documentation, including up-to-date proof of that authorisation. This document is available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

Tenderers are exempt from submitting the Legal Entities and Bank Accounts Form requested if such a form has already previously been completed and sent to EMSA. 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.

- c) All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the sections 10, 11 and 14.2 of these Tender Specifications.
- d) All the information and documents required by EMSA for the appraisal of tenderers on the basis of the **Legal and Regulatory capacity** (part of the selection criteria) set out under section 14.3 of these Tender Specifications, as applicable.
- e) All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the **Economic and Financial Capacity** (part of the selection criteria) set out under section 14.4 of these Tender Specifications, as applicable.
- f) All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the **Technical and Professional capacity** (part of the selection criteria) set out under section 14.5 of these Tender Specifications, as applicable.
- g) 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 section **16** of these Tender Specifications;
- h) Setting out prices in accordance with section 13 of these Tender Specifications.

### 13. Price

- a) Price to be quoted for MARINFO Cloud services: Operations, maintenance and enhancement services shall be all inclusive and cover:
  - Yearly Price for **Module 1** (Operations and Corrective Maintenance) **for 12 months** with a maximum of 20.000,00 €.
  - Price for **Module 2** (Enhancements) based on a **fixed person-day** price **per each of the profiles**:
    - (PM) Project Manager / Cloud Analyst,
    - (AD) Application Developer / Cloud System Engineer.

Prices must be quoted using **Appendix II – Financial Offer Template**, in line with section 16.

- b) Prices must be fixed amounts and non-revisable and remain valid for the duration of 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, 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 tender. The amount of VAT must be shown separately.

## **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 tender, tenderers are requested to complete and enclose the Legal Entities and Bank Accounts Form<sup>5</sup> available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

### **14.2 Grounds for exclusion – Exclusion criteria**

To be eligible to participate in this contract award procedure, the tenderers, each member of the group in case of joint tender, any identified subcontractors, and any other entities (not subcontractors) on whose capacities the tenderer is being relied on 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 (<https://emsa.europa.eu/procurement.html>) shall be completed and signed.

### **14.3 Legal and regulatory capacity – Selection criteria**

#### **14.3.1 Standards / Prerequisites**

- A. The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.
- B. The tenderer, each member of the group in case of joint tender, any subcontractors, and any other entities (that are not subcontractors) on whose capacity the tenderer relies on must ensure that are not 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)<sup>6</sup> consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

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<sup>5</sup> Only completion of the information regarding the legal entity is mandatory.

<sup>6</sup> Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the EU Sanctions Map.

### 14.3.2 Evidence

- A. Not applicable.
- B. Duly completed and signed Declaration of Honour available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

## 14.4 Economic and financial capacity – Selection criteria

### 14.4.1 Standards / Prerequisites

Not applicable.

### 14.4.2 Evidence

Not applicable.

## 14.5 Technical and professional capacity – Selection criteria

### 14.5.1 Standards / Prerequisites

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

- A. The tenderer must have experience in the field of Cloud Computing in at least one project finalized in the past 2 years.
- B. For each of the respective profiles, the below Education, Skills and Experience requirements must be fulfilled:

(PM) Project Manager / Cloud Analyst

- University degree in computer science, mathematics, engineering, or similar disciplines.
- More than 5 years of experience including at least 2 in project management positions related to IT environments.
- Experience with virtualized infrastructure, platforms or applications architecture.
- DevOps and/or Application Development Project experience.

(AD) Application Developer / Cloud System Engineer

- University degree in computer science, mathematics, engineering, or similar disciplines.
- More than 4 years of experience in IT environments.
- Experience with virtualized infrastructure, platforms or applications architecture.
- DevOps and/or Application Development Project experience.

Any change to the team (replacement and/or addition of expert(s)) during contract implementation shall be formally requested to EMSA by the legal representative of the Contractor. The modification will not require an amendment to the Contract, however it will be subject to EMSA's prior approval and will take effect on the date of the email approval sent by the responsible Project Officer, also responsible to make sure that the expert(s) added or replaced are of equivalent profile as the profile set out in the Tender Specifications.



## 14.5.2 Evidence

- A. Description of at least one project in the field of Cloud Computing finalized in the past 2 years (2024/2025).
- B. CVs for the proposed resources with specific references to educational and professional background.

## 15. Evidence on Declaration of Honour (DoH)

At any time during the procurement procedure<sup>7</sup>, EMSA may request the documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion (the documentary evidence), namely:

- For the exclusion situations described in points (1) (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 (1) (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.

EMSA may also request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

All tenderers are invited to prepare in advance the documentary evidence, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer(s) proposed by the Evaluation Committee for the award of the contract will be requested to provide such evidence. This requirement applies to each member of the group in case of joint tender, any identified subcontractors, and any other entities (not subcontractors) on whose capacities the tenderer is being relied on.

If the tenderer does not provide valid documentary evidence within the deadlines set by EMSA, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

The tenderer, each member of the group in case of joint tender, any identified subcontractors, and any other entities (not subcontractors) on whose capacities the tenderer is being relied on, must not be subject to professional conflicting interests which may negatively affect the contract performance.

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<sup>7</sup> The obligation to provide the supporting evidence is waived in the following situations:

- if the same documents have already been provided in a previous award procedure of EMSA, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

## 16. Award criteria

The contract will be awarded to the tenderer who submits the most economically advantageous tender (the one with highest score) based on the following quality criteria and their associated weightings:

1. Quality criterion 1 ( $W_1 = 30\%$ ), Quality of the methodology for contract implementation:
  - The offers shall be evaluated based on the following elements:
    - o For module 1: proposed approach and supporting tools to be used to address the corrective maintenance.
    - o For module 2: the project management methodology, the design and software development methodologies and supporting tools.
2. Quality criterion 2 ( $W_2 = 30\%$ ), Quality of the suggested solution for the implementation of following scenario:

### SCENARIO: Regular data sharing with specific Member States

This scenario is for evaluation purposes only. In case this is to be contracted it would be under the scope of Module 2.

The objective is to prepare the system to provide, on a regular and configurable timespan (e.g. weekly) a specific sub-set of MARINFO data filtered out for a specific (configurable) Member State (MS). The mentioned data set (presented below) is to be shared with the configurable MS on a secure and pre-defined interface and in a csv file format.

The dataset to be shared is:

INSPECTIONID
IMO
SHIPNAME
FLAG
GROSSTONNAGE
INSPECTIONDATE
AUTHORISATION
INSPECTIONPORTDECODE
UNLOCODE
COUNTRY
NUMBEROFDEFECTS
SHIPDETAINED
MAIN_DEFECT_TEXT
DEFECT_TEXT
DEFECTIVEITEMCODE
ISACCIDENTALDAMAGE
DETENTIONREASONDEFICIENCY
ACTION_1
ACTION_2
ACTION_3

OTHER\_ACTION

These data elements are included in the tables MARINFO4.LOT2C\_INSPECTIONS and MARINFO4.LOT2C\_DEFECTS, as presented in the data dictionary (Appendix 03).

For the presented scenario the bidder shall present and be evaluated in terms of:

- Project plan and duration,
- Work breakdown of the effort in person days per profile,
- Proposed technical solution

and the price criterion and associated weighting:

3. Price of the bid ( $W_{Price} = 40\%$ ). Price of the bid to be considered for evaluation is calculated as the **sum of the price for Module 1 + the price scenario for Module 2:**

$$W_{Price} =$$

	Price offer for contract implementation EUR (A)	Scenario for evaluation purposes (B) - effort per profile	Total Price of the bid for evaluation purposes (A x B)
<b>Module 1 - Fixed price for 12 months of Operations and Corrective Maintenance (max. 20.000,00€)</b>			
<b>MARINFO</b>		1	
<b>Module 2 - Fixed person-day price per profile and overall price for the scenario of Quality Criteria 2 (max. 10.000,00€)</b>			
(PM) Project Manager / Cloud Analyst			
(AD) Application Developer / Cloud System Engineer			
<b>TOTAL PRICE OF THE BID (<math>P = \sum (A \times B)</math>)</b>			

**Please fill in this table with the price offer for each Module in Appendix II. Failure to fill in this table in Appendix II will lead to the rejection of the tender.**

For all tenders, 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

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

Only tenders that have reached a minimum of 60 % for  $Q_1$ , a minimum of 60 % for  $Q_2$ , will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only tenders that have reached a minimum of 70 % for the score  $S$  will be taken into consideration for awarding the contract.

## 17. Evaluation and award

The evaluation of the tenders that comply with the conditions as per Invitation to tender will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement;
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Verification of the absence of professional conflicting interests;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

EMSA will evaluate the above-mentioned elements in the order that it considers to be the most appropriate. The successful tenderer(s) must pass all the above-listed elements to be awarded the contract.

## 18. 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.

## **19. Intellectual Property Right (IPR)**

Please consult the contract for IPR related clauses.