

**Tender specifications  
Attached to the Invitation to tender**

**Invitation to tender N° EMSA/OP/21/2015 for  
the development and maintenance of a Central Access Rights Database**

## **1 Introduction**

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

Through the last 10 years EMSA has developed several maritime information systems (maritime applications), namely: SafeSeaNet (SSN), CleanSeaNet (CSN), the EU Long Range Identification and Tracking of ships Data Centre (EU LRIT DC), the Integrated Maritime Data Environment (IMDatE) and THETIS. These maritime applications form the SafeSeaNet Ecosystem. The maritime applications of the SSN Ecosystem have been developed to address specific needs defined by distinct legal texts. As a result each maritime application handles its specific set of data, user community and access rights mechanisms.

Experiences have been gained and technical advancements have been made, in particular in developing an interoperable data exchange system which can combine information from SSN, CSN, EU LRIT DC, IMDatE, THETIS, and also from external systems (e.g. satellite AIS), further enabling integrated maritime services.

The SSN Ecosystem is able to provide Member States' authorities and Union bodies, comprehensive information on, for example, ship positions, dangerous cargoes, pollution, etc., as well as provide support services in areas such as coast guards, anti-piracy and statistics, in accordance with the access rights attributed.

Annex III to Directive 2002/59/EC has been adapted with the Directive 2014/100/EU, to reflect these technical advancements made in light of experience gained with SafeSeaNet. Annex III which covers the Union Maritime Information and Exchange system herein referred as SSN Ecosystem refers to other relevant Union legislation, specifying those Union acts in regard to which SafeSeaNet is currently used, such as Directive 2000/59/EC, Directive 2005/35/EC, Directive 2009/16/EC and Directive 2010/65/EU including space-based technologies.

With such integrated approach it has become necessary to develop a flexible user rights management that allows Member States and/or the EMSA administrator to specify granular access to the different types of users of the SSN Ecosystem according to the users' profiles and the corresponding access rights. The objective is to set up a common management console (CMC) which will offer an integrated access right and user account configuration mechanism and therefore avoid duplication of access right mechanisms. The purpose is to facilitate the development of integrated services, as well as offer a better control of access to the resources of the SSN Ecosystem.

The CMC will involve building a new Central Access Rights Database (CARD) and upgrading the existing Identity Management System of EMSA (IdM), and existing central databases (locations, countries, organizations and geo-references).

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

### **2.1 Objectives**

The objective of this procurement is to establish a Framework Contract with a contractor to design, implement, maintain and upgrade the Central Access Rights Database (CARD) of the SafeSeaNet Ecosystem, which will be the repository of the rules that enforce access limitations to the Ecosystem's maritime applications' data and services.

### **2.2 Scope**

The Framework Contract covers the following services:

- Module 1: Design, implementation, test, and delivery of the CARD, and on-site support during integration with the maritime applications of the SSN Ecosystem, implemented by specific contract(s).
- Module 2: Corrective maintenance, including helpdesk for application incident management, for the software deliverables of Module 1 and Module 3 that are deployed in the EMSA production environment. Module 2 services will be requested by EMSA to the contractor after the delivery of CARD in Module 1 based on specific contracts of 6 months.
- Module 3: Enhancements and new developments to be identified during the course of this Framework Contract. This may result in one or more specific contracts.

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

### **2.3 Requirements**

The requirements for the Service are detailed in Appendix B.

In Module 1, the contractor will, *inter-alia*, carry-out the following tasks:

- a. Analyse the requirements;
- b. Review the service interfaces with the EMSA IdM and central databases;
- c. Propose an interface with the integration layer;
- d. Design, including user interface design;
- e. Development/coding;

- f. Factory acceptance tests (FAT);
- g. Packaging and software delivery;
- h. Support to site acceptance tests (SAT);
- i. Correction and bug fixing of delivered software releases;
- j. Preparation of full system documentation, including, *inter-alia*, design documentation, installation instructions, system security guidelines, internal interface definitions and test plans;
- k. On-site support to EMSA for the set up and configuration of the CARD during its integration with four of the Maritime Applications of the SSN Ecosystem.

Within Module 1, the contractor shall also develop and implement the relevant and necessary calls to the underlying services of the EMSA IdM and central databases. A preliminary technical documentation of EMSA IdM and central databases services are provided in Appendix C and D for information. The updated set of these documents will be made available to the winning tenderer at the date of signature of the contract.

Within Module 1, the contractor shall also configure the user profiles, roles and limitations, based on the information provided by EMSA. Preliminary configuration information is provided in Appendix E.

In Module 2, the contractor will, *inter-alia*, carry out the following tasks:

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

Appendix G provides the relevant helpdesk and corrective maintenance working procedures and maintenance reaction times applicable to Module 2. The tasks of Module 2 will be performed respecting at least the minimal procedures and minimum service levels prescribed in Appendix G.

## **2.4 Licensing Policy**

EMSA agrees with the possibility of using open source software. All open source products/components to be used, versions and its objectives shall be listed in the bid.

All commercial products, versions and licences to be used in the project must be clearly identified, listed and quoted for all required environments. The proposed products and solutions have to be covered by the proposed price in the offer, except for middleware described in EMSA's "ICT Architecture - System and Application Technical Landscape" (Appendix 1 to Annex II of the General Conditions for ICT), which will be supplied by EMSA. Nevertheless, the Contractor must indicate, if it is the case, the needed number of such licences for all required environments.

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

In case the Contractor is not providing the source code of the system to EMSA, he shall guarantee that the source code and the full documentation of the code will be accessible and usable without any limitation by EMSA.

For software developed in the scope of this contract and for which the Intellectual Property Rights (IPR) will remain with the Contractor, the Contractor shall provide EMSA with unlimited right to use the software (including source code) in accordance with the Framework Contract provisions, in particular Article 10.1 and 10.2.

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

## **2.5 Security**

The CARD has no direct interfaces to the Internet; however the Contractor should follow and implement industrial Security best practices. The tenderers should document in their bid the Security standards they will apply during the design and development of the CARD.

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

## **2.6 Service Levels**

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

The Contractor shall assure availability of system as:

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

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

## **2.7 Quality Assurance**

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

## **2.8 Conditions for the Provision of Services**

### Language

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

### Used products and infrastructure

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

### Third party licences for products used in the software implementation

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

### Place of work and access to EMSA environments

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

### Working time

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

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

### Tests and audits

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

### Project team

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

## **2.9 The nature of the contracts**

### Framework contract

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

### Specific contracts

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

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

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

## **3 Contract management responsible body**

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

## **4 Project Planning and Delivery**

### **4.1 Deliverables**

All deliverables provided by the contractor must be formally accepted by EMSA.

The project lifecycle and deliverables of Module 1 and 3 are described in Appendix F: Project Delivery.

Minimum deliverables associated with Module 2 are:

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

## 4.2 Meetings

Meetings will be held in EMSA premises in Lisbon, Portugal, although some meetings could take another form (e.g. by teleconference or videoconference) if mutually agreed by EMSA and the contractor.

Regular project management meetings, as described in Appendix F, will be held to review the progress of the project and/or activities:

- Module 1:
  - Kick-off meeting,
  - Meeting at end of design phase,
  - Meeting at end of development and test phase,
  - Meeting at end of deployment phase,
  - Meeting at closure,
  - And in addition to the above, one teleconference meeting every two weeks.
- Module 2:
  - Quarterly one day technical coordination meeting.
- Module 3: As specified in each specific contract.

The cost of the meetings will be included in the price of the service for Module 1 and Module 2.

## 5 Timetable

The estimated date for signature of the Framework Contract is November 2015. The first specific contract for Module 1 is expected to start shortly after the signature of the Framework Contract.

As regards the execution of Module 1, the main milestones are the following:

Milestone	Description
T0	Signature of the contract
T1 = T0 + 1 week	Kick-off meeting
T2 = T0 + 1 month	Delivery of the Design phase
T3 = T0 + 4 months	Delivery of the Development and Test phase
T4 = T0 + 6 months	End of deployment phase, acceptance of the system by EMSA
T4 = T0 + 12 months	End of go-live and integration phase, final acceptance of the system by EMSA

The first specific contract for Module 2 is expected to start shortly after the milestone T4 of Module 1.

The milestones of Module 3 will be established for each specific contract.



## **6 Value of the Contract**

The maximum budget available for this contract is of 235,000 Euro excluding VAT, divided as follows:

- Module 1: up to EURO 125,000;
- Module 2: up to EURO 60,000;
- Module 3: up to EURO 50,000.

## **7 Terms of payment**

Payments shall be issued in accordance with the provisions of the **draft framework contract** available on the Procurement Section under the call to tender EMSA/OP/21/2015 on the EMSA website at the following address: <http://emsa.europa.eu/work/procurement.html>

## **8 Terms of contract**

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

## **9 Financial guarantees**

Not applicable.

## **10 Sub-contracting**

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

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and when applicable on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria<sup>1</sup>. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

## **11 Requirements as to the tender**

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

The tenderer shall complete Tenderer's checklist.

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

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<sup>1</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 tender must be presented as follows and must include:

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

**Financial Form** completed, signed and stamped; available on the Procurement Section (Financial Form) on the EMSA Website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

**Legal Entity Form** completed, signed and stamped and requested accompanying documentation, available on the Procurement Section (Legal Entity Form) on the EMSA Website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already been completed and sent either to EMSA or any EU Institution previously. In this case the tenderer should simply indicate on the cover letter the bank account number to be used for any payment in case of award.

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

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

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

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

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

## **12 Price**

Prices for the provision of services delivered according to the conditions of the Framework Contract shall include:

1. A total price for the completion of services of Module 1. Estimated travel and daily subsistence allowance expenses (assuming two persons per meeting indicated in Section 4.2) must be included in this price.
2. A fixed price per 6-months of corrective maintenance (Module 2). Estimated travel and daily subsistence allowance expenses (assuming one person per meeting indicated in Section 4.2) must be included in this price.
3. For Module 3, a fixed price per person day for each of the following profiles of the contract:
  - i. Project Manager,
  - ii. Senior Analyst,
  - iii. Designer,
  - iv. Senior Programmer,
  - v. Programmer,
  - vi. Test manager,

- vii. Tester,
- viii. Quality Assurance Officer.

A price for travel and accommodation should be quoted for one person for a one day meeting in the premises in EMSA, at Lisbon. Moreover, in the event of an extra day of meeting, the tenderer should provide the price for daily subsistence expenses.

Prices must be quoted in Euro.

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

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

### **13 Joint Offer**

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

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

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

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

#### **14.1 Legal position – means of proof required**

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

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

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

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

#### **14.3 Evidence to be provided by the tenderers**

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

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

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

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

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

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

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

#### **14.4 Economic and financial capacity – Selection criteria**

Requirements:

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

Evidence:

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

#### **14.5 Technical and professional capacity – Selection criteria**

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

- a) The suitability of the tenderer's organisational structure to supply the services covered by the Framework contract. This description should include:
  - i. An overview of the company departments mentioning the currently allocated number of staff and levels;

- ii. Description of the relationship of this company and those of the group/corporation if relevant;
  - iii. Description of the quality assurance procedures;
  - iv. The tenderer ability to offer all services under the present contract in the English language;
- b) The tenderer's experience in High Availability Data Access Control system design and implementation. The tenderer shall provide the description of at least three relevant Authorization system design and implementation projects within the last 5 years, including:
- Projects names and customers;
  - Description of projects;
  - Budget of projects (indicating company budget);
  - Role of the company in the project;
  - Details of technical capabilities required for the project;
  - High level architecture diagram of the technical solution;
  - Used Commercial Off-The Shelf (COTS) products;
  - Brief description of Work Packages;
  - "Lessons learnt";
  - Customers and testimonials (if available);
  - Links to visualise the results of the projects (if possible).

Bidders are asked to provide the proof of their experience using the template as provided in Appendix I – template for bidders.

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

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

***Project Manager***

*Education*

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

*Professional experience*

- More than 5 years of experience as a project manager of relevant ICT projects (proven experience, not attendance of seminars);
- Experience in international projects;
- Experience in operational high-availability (24/7) systems.

**Senior Analyst***Education*

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

*Professional experience (mandatory)*

- At least 5 years of experience in Data Access Control projects for operational high-availability (24/7) systems;
- More than 3 years in system design (at least 5 years of experience in analysing user requirements and translating them into functional, technical, and testing specifications);
- Proven experience (not attendance of seminars) in business requirements and processes analysis;
- Experience in the design of at least one high volume data access authorization systems for large organizations (more than 1000 users).

**Senior Programmer (minimum 2 CVs)***Education*

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

*Professional experience (mandatory)*

- At least 5 years of experience in the implementation of relevant operational high-availability (24/7) systems;
- At least 5 years of experience in the following technologies: J2EE, Oracle, Data Access Control standards;
- Experience in at least one high volume data access authorization systems for large organizations (more than 1000 users).

**Programmer (minimum 2 CVs)***Education*

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

*Professional experience (mandatory)*

- At least 3 years of experience in the implementation of relevant operational high-availability (24/7) systems;
- At least 2 years of experience in the following technologies: J2EE, Oracle.

### **Test Manager**

#### *Education*

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

#### *Professional experience (mandatory)*

- At least 5 year of experience in the validation and verification of relevant operational high-availability (24/7) systems;
- Experience in at least one high volume data access authorization systems for large organizations (more than 1000 users).

Detailed curriculum vitae of the team members who will be delivering the service under the proposed contract should be provided by using the Template in Appendix I – template for bidders, and the CVs in EuroPass format (Appendix J).

## **15 Award criteria**

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

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

1. Quality criterion 1 ( $W_1 = 40\%$ ): Technical proposal for Module 1;
2. Quality criterion 2 ( $W_2 = 20\%$ ): Project management;
3. Quality criterion 3 ( $W_3 = 10\%$ ): Fulfilment of technical requirements;

and the price criterion and associated weighting:

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

The respective quality criteria are provided below and bidders are asked to provide their proposals based on the templates as given in Appendices I – template for bidders, and K – technical requirements matrix.

### **15.1 Quality criterion 1: Technical proposal for Module 1**

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

The proposal shall address, as a minimum the following:

- Technical overview,
- Technologies and products to be used,
- System architecture,
- Software architecture (conceptual and components),



- Hardware architecture (conceptual and physical),
- External interface approach,
- Proposed solution of the reference scenarios as presented in Appendix B – Technical specifications.
- Load and stress tests approach and supporting tools,

## **15.2 Quality criterion 2: Project management**

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

- Project approach overview,
- Project Plan for Module 1, with as a minimum a work breakdown structure, description of work packages as well as the estimated effort for each task and a relevant schedule/time plan,
- Project management methodology and supporting tools, preferably PMI (Project Management Institute),
- Proposed team structure, roles, tasks and responsibilities of each member of the proposed team,
- Risk assessment and mitigation plan,
- Design methodologies and tools,
- Software development methodology and supporting tools,
- Testing methodology,
- Change management methodology,
- Maintenance services,
- Service Desk approach,
- Incident and problem management methodologies,
- Release management methodology,
- Service Level Management, proposed service levels.

## **15.3 Quality criterion 3: Fulfilment of technical requirements**

The criterion will be assessed based on the technical requirements matrix, provided in Appendix K, indicating the degree of fulfilment of the technical requirements from Appendix B – Technical specifications. Please note that the technical requirements matrix should not only indicate “yes / no / partial compliance” for each requirement, but provide a justification and explanation.

## **15.4 Price of the bid**

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

- a. The fixed price for the Module 1,
- b. The fixed price for Module 2 for 18 months of corrective maintenance,
- c. The price of the following standard scenario for services that shall be calculated by multiplying the price per person day for each profile by a “coefficient” reflecting the relative use of each profile for the tasks foreseen in this framework contract for Module 3.

	<b>Price offered / Day / Profile in the bid A</b>	<b>Person days for the price evaluation B</b>	<b>Total A x B</b>
Project Manager	P <sub>M</sub>	5	
Senior Analyst	P <sub>A</sub>	5	
Senior Programmer	P <sub>SP</sub>	10	
Programmer	P <sub>P</sub>	15	
Test Manager	P <sub>TM</sub>	5	
Tester	P <sub>T</sub>	10	
Quality Assurance Officer	P <sub>QA</sub>	2	
Total for scenario			Σ(AxB)

Travel and subsistence cost (P <sub>Travel</sub> )* for one person for a one day meeting at EMSA, in Lisbon	
The cost (P <sub>Add</sub> )* of an additional day of meeting per person in EMSA, at Lisbon	

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

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

### 15.5 Evaluation process

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

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion  $i$  is

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

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

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

The score for price is

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

Only bids that have reached a minimum of 70 % for  $Q_1$ , a minimum of 70 % for  $Q_2$ , and a minimum of 80 % for  $Q_3$  will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

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

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

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

**17 False declarations**

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

**18 Intellectual Property Right (IPR)**

Please consult the contract for IPR related clauses.

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

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

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

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

## **20 List of Appendices**

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

- Appendix A: SSN Ecosystem Architecture
- Appendix B: Technical specifications of CARD
- Appendix C: ICDs of central databases
- Appendix D: Access and Identity Management Guide
- Appendix E: Preliminary configuration of user profiles, roles and limitations
- Appendix F: Project Delivery
- Appendix G: Service Procedures for Maintenance
- Appendix H: Initial Quality Gate for Java Projects
- Appendix I: Template for bidders
- Appendix J: CV Template
- Appendix K: Technical Requirements Matrix