

Tender specifications Attached to the Invitation to tender EMSA /OP/16/2016

For

Software Maintenance Support Service for the EU LRIT DC, LRIT- IDE, and LRIT-Ship DB systems

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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 Council¹ for the purpose of ensuring a high, uniform, and effective level of maritime safety.

Among its tasks, in October 2007, the Agency was asked to establish, operate, and maintain the European Union Long Range Identification and Tracking (EU LRIT Cooperative Data Centre or EU LRIT CDC) as well as its associated Ship Database, in accordance with the SOLAS Convention (Regulation V/19-1 on LRIT).

EMSA hosts and operates the EU LRIT CDC in Lisbon and it was set-up for the purposes of maritime security to track EU-flagged ships around the world on behalf of all European flag States, and exchange information with other data centres around the world. Through its interconnection with other data centres, the EU LRIT CDC can provide Member State users, on request, with the LRIT information of any third country vessel bound to, or sailing within, EU waters. This information is available to authorised users whenever a vessel is within 1,000 nautical miles of the coast of the Flag State. The EU LRIT CDC is one of the largest data centres in the LRIT system. It tracks around 9,000 ships per day.

The EU LRIT Ship Database (EU LRIT Ship DB) is the repository and reference list of the information regarding all ships transmitting LRIT position reports to the EU LRIT CDC. The EU LRIT Ship DB is updated and maintained by the National Administration (National Competent Authority, NCA) of each participating country (Member State, Third Country, or Overseas Territory) of the EU LRIT CDC. Each National Administration has access only to the ships flying its flag.

The LRIT Consumption Tool (LCT) supports LRIT financial operations with the customers and suppliers of the EU LRIT CDC. EMSA, as the operator of the EU LRIT CDC, buys and sells LRIT information on behalf of the EU LRIT CDC Participating States, from the EU LRIT CDC Application Service Provider (ASP) and from/to other LRIT Data Centres.

The LCT interfaces with the EU LRIT CDC to read the LRIT data flows and to identify financial transactions. A financial transaction is recorded in the LCT by associating a message from the EU LRIT CDC to a particular billable item, a particular price and a particular customer or supplier.

Lastly, EMSA is also the operator of the International LRIT Data Exchange (LRIT IDE) module of the LRIT system. The LRIT IDE is the central node of the international LRIT network and is characterized by high availability, short response time, and robustness. The LRIT IDE software was originally developed by the United States of America (USA) and it is currently maintained by EMSA.

Further information about EMSA can be obtained on the website: <http://www.emsa.europa.eu>.

Specific information on the LRIT system can be found on the EMSA website:

<http://emsa.europa.eu/lrit-home.html>

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. Objective, scope and description of the contract

2.1 General Objective

The objective of this procurement procedure is to establish an IT Framework Contract for the provision of ICT services for corrective maintenance, operational support services and evolutive maintenance of the EU LRIT CDC, EU LRIT LCT, EU LRIT Ship Data Base and the LRIT IDE systems (LRIT systems). The IT Framework Contract shall have a maximum duration of three years which can be extended for one additional year.

The IT Framework Contract comprises three modules: Module 1 for Familiarisation Phase, Module 2 for corrective maintenance and operational support (helpdesk) and Module 3 for evolutive maintenance.

Module 1 shall have one fixed price and shall be implemented through a single Order Form;

Module 2 shall have a fixed yearly price and shall be implemented through Order Forms;

Module 3 shall be implemented through Change Requests, on the basis of the scope defined in the technical specifications.

2.2 Scope

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

1. Familiarization with LRIT systems and set up of environments.
2. Operational support and corrective maintenance services for the software implemented within the context of the LRIT systems and its further changes.
3. Evolution of the LRIT systems allowing new and improved functionalities to be offered.

The sub appendices of Appendix C provide summarized technical description of LRIT systems. Furthermore, in order to have a full picture of the technologies adopted in EMSA, the bidders shall also take into account the EMSA System and Application Technical Landscape (see Appendix 1 to Annex II of the IT Framework Contract – General Terms and Conditions for Information Technologies Contracts).

2.3 Services to be provided

2.3.1 Module 1 – Familiarization

The contractor shall get familiar with the LRIT systems, prepare the team, acquisitions of licences if required, and set-up an adequate development and testing environment in contractor premises. It should also be able to communicate with EMSA testing and pre-production environments and with production environment (on an ad-hoc basis) if live investigations are needed.

All the environments shall be as similar as possible with the real production environment, meaning that, the connection between the LRIT IDE and the other LRIT components (DDP Server and Data Centres simulators) shall be always established and made secure by means of a Private Key Infrastructure (2-way SSL and Digital Certificates).

The development and testing environment of the four systems shall be set-up using the software described in the sub appendices of the Appendix C - *Overview of Applications*.

The source code to maintain will be delivered to the contractor after the signature of the contract and must be kept confidential

2.3.2 Module 2 – Maintenance (Including technical support for operations/incidents/problems)

The contractor shall provide the relevant corrective maintenance and operational support.

This covers corrective, pro-active and preventive maintenance, including helpdesk for application incident management. Under this module, the contractor will carry out the following tasks:

- Weekly pro-active analysis and checking application logs to identify problems and propose preventive actions.
- Provide technical assistance or advice during working hours for analysis and troubleshooting of specific cases/incidents/problems that affect the service or operation of each of the 4 applications;
- Provide technical assistance for drafting and/or reviewing technical papers drafted by EMSA for IMO meetings or other meetings. This service could include the participation of one expert in meetings held at EMSA premises for a maximum of three days per year.
- Technical support during troubleshooting of incidents;
- Minor corrections, updates and/or configuration changes of the applications that do not require more than a total of (or equivalent for other profiles):
 - Project Manager: 2 days/month
 - Senior Developer: 4 days/month
 - Developer: 4 days/month
 - Quality Assurance Engineer: 1 day/month
 - Network /Security Expert: 1 day/month
- Draft quarterly reports indicating all maintenance performed during the quarter, including the list of actions performed by the contractor and a short description of the work and effort.

2.3.3 Module 3 –New developments/Change Requests:

This module covers the following tasks:

- Software Maintenance, including the Requirements Analysis, Design, Development, Testing and Quality Assurance;
- Fine-tuning the system in order to meet the requested Quality of Service (performance, availability and capacity);
- Review service interfaces;
- Prototyping;
- Preparation and execution of functional, non-functional and regression tests based on the requirements specification. This includes preparation of a Test Plan, analysis and description of Test Cases and expected results, execution of a test campaign, collection of the test evidence and preparation of a Test Report. EMSA uses the TestLink tool for the documentation and execution of functional tests
- Configuration and set-up of tools and simulators for testing in the contractor's premises, in the local EMSA network and on the Internet;
- Analysing and testing the security level and reporting on the findings and recommendations for improvement, if any;

- Factory acceptance tests (FAT), providing tests results;
- Preparation of the software delivery according to the version control guidelines as defined by EMSA;
- Support to Site acceptance tests (SAT);
- Delivery of automated test scripts and code;
- Correction and bug fixing of delivered software releases;
- Support the deployment of the components into the EMSA infrastructure;
- Preparation and review of the project documentation and deliverables in order to assure a high quality standard and application of industry best-practices. This includes design documentation, installation instructions, system security guidelines, test plans and user manual;
- Analysis of existing source code. The result/deliverables of the source code analysis is new or updated technical documentation that describes the architecture, data flows, data processing and the design of the software system. It shall also be drafted a technical report on the identification of implementation defects, areas of improvement and security flaws.

The tasks described above in the different modules shall be performed respecting at least the minimal procedures and minimum service levels prescribed in:

- Appendix E: Project delivery
- Appendix G: Working procedures and service requirements
- Appendix F: Initial quality gate for java projects

These documents can be tailored for each order form/change request according to their characteristics.

Tenderers are encouraged to take this set of working methods/procedures in attention while preparing their answers for this procurement.

Within their proposal, the tenderers must provide relevant and detailed information on their technical skills explaining the approach, methodologies, techniques and tools used to provide high quality services for each of the modules described above.

The tenderers are requested to fill in the Table 4 of the Appendix A - Extended Evaluation Grid.

2.4 Required Staff Profiles

The following staff profiles are expected to perform the services covered by this contract:

- Project manager
- Senior Developer
- Developer
- Test Designer
- Tester
- Quality Assurance Engineer
- Network/Security Expert

2.5 Service Execution

2.5.1 General requirements

The tenderers shall take into consideration the requirements written down in the Appendix E: Project Delivery, Appendix G: Working procedures and service requirements and Appendix F: Initial quality gate for java projects.

Ticketing tool

The execution of all tasks will be recorded and followed up using the web-based Team Forge tool hosted at EMSA. The contractor will receive a dedicated account. Team Forge tool will be organised per project (EU LRIT CDC, LRIT IDE, LCT and EU LRIT Ship DB). It will be the official repository for deliverables and it will support the ticketing service to be used by all parties for communicating request for change, incident, problem and other technical issues.

Design

The design phase shall not start before the requirements analysis is approved by EMSA.

Configuration Management

EMSA is responsible to configure all the LRIT environments. If requested by EMSA the contractor is in charge to perform the changes in any of the environments. However, in principle the contractor will only be allowed to modify the test environment.

2.5.2 Module 2: Service Level Agreement (SLA)

For the execution of the tasks defined in Module 2, the Contractor should meet the service level as defined in Table 1.

Priority of the Incident	Time to acknowledge and provide a preliminary analysis	Time to Solve
Critical	1 working day	2 working days
Standard	2 working days	7 working days
Low	5 working days	20 working days

Table 1 - Maintenance Response Time (Module 2)

The priority of the incident is defined according to its impact/urgency with reference to the Service Level Agreement (SLA).

Critical: the service provided by the system is significantly affected by the incident; the service cannot be provided within the defined SLA requirements anymore and an immediate intervention is necessary.

Standard: the incident affects in a negative but non-critical way the service provided by the system; the service can still be provided within the defined SLA for a limited period of time (7 working days or more)

Low: any other incident that has a negative impact on the service provided by the system but does not breach the SLA.

EMSA is responsible to classify the issues (priority, issues type, etc.). In case the contractor disagrees with the EMSA's classification, the contractor can propose a different classification within the acknowledge time. In case of conflict, EMSA has the rights to take the final decision.

The contractor shall be in charge to address the issues opened by EMSA in team forge in compliance with the SLA defined above. This will be measured based on the timestamps recorder in team forge.

2.6 Reference Scenarios

The scenarios presented here are only to be used for the evaluation of the bids. Three reference scenarios are described: 1 for the EU LRIT CDC, 1 for LCT and 1 for the LRIT IDE hereafter and shall be considered by the tenderers. These are further described in Appendix D – Change Scenarios.

The tenderer shall propose a technical solution to the problem described in the scenario and justify the chosen approach.

Within their proposal, the tenderer must describe how they would address such a task, addressing as a minimum the following points:

- High level project plan
- Used methodologies and description of the proposed tasks
- Description of the means, tools/frameworks planned to be developed or configured, if needed, and used for software development, analysis, and testing;
- Project team, skills used and tasks assignment;
- Estimated effort by filling in the Tables 5, 6 and 7 of the Appendix A – Extended Evaluation Grid;
- Estimated value for the scenario and calculated based on the prices provided for Module 3;

The tenderer should explain how it would implement these scenarios in each of the systems including the set-up of a test or development environment and implement the new requirements.

The tenderer should envisage that it will provide support during the deployment of the new software release architecture in the EMSA Environments.

The tenderer should envisage that it would have to plan and execute the necessary tests.

The tenderer should envisage that it will have to provide the following documents when developing these new functionalities as described in the following scenarios:

- Requirements analysis;
- System Architecture Document

- Software Detailed Design Document;
- Project Plan;
- Test Plan;
- Test Report;

For the purposes of the contract the tenderer would also need to update relevant documentation such as the User Manuals or other technical system documentation. This should also be taken into account when determining the effort required for the different profiles when proposing the effort for the scenarios.

The scenarios revolve around the addition of a new message type, involving not only communication between LRIT DCs - and therefore changes in the LRIT IDE - but also some adaptation to the LCT for billing purposes. The details for the scenarios may be found in Appendix D – Change scenarios.

2.7 Quality Assurance

Quality Assurance shall be performed by the Contractors 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 Contractors shall be specified in their bid and any specific tailoring required by this project should be identified and pointed out.

2.8 General conditions for the provision of services

Language

The English language shall be used throughout the implementation of the IT Framework Contract, during communication, reports and in the documentation.

Used products and infrastructure

The technologies and tools used for the provision of services and products will be the ones listed in the System Landscape present in the General Conditions of the ICT Framework Contract. The personnel providing the service will use only the standard software packages in use at EMSA, 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. Occasionally EMSA can request to do the tasks described within this Framework Contract in EMSA premises. VPN access could be provided to the EMSA infrastructure for the test environments, on the basis of the signature of conditions of use regarding security. On an ad-hoc basis, access to production environment may be needed for live investigation.

Work on-site at EMSA's premises in Lisbon could be required on a case by case basis to support specific tasks like, for instance, the deployment of a new release or a testing campaign that cannot be performed remotely by the contractor team.

For Module 2 the contractor shall participate at a bi-annual meetings (twice a year), one meeting every six months after the signature of the contract. Bi-annual meetings shall take place at EMSA premises. If requested by the contractor, and accepted by EMSA, the meeting can be held by a phone, video conference, or at contractor premises.

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. WET (Western European Time) 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 II.18 of the General Conditions to the 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. The request shall be done 15 days before the planned date for the new team member take up the duties.

2.9 Nature of the Contract

2.9.1 IT Framework Contract

The contract deriving from this procurement procedure is an IT framework contract following the template published with these tender specifications. It should be stressed that Framework Contract involves 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 IT Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. The IT Framework Contract does not preclude EMSA from assigning similar tasks in the areas set out above to other contractors selected following the EU procurement procedures or from having these tasks carried out by EMSA staff.

2.9.2 Order Forms/Change Requests

Actual orders and requests for change shall be placed once the IT Framework Contract is signed and in force, through "Order Forms" and "Change Requests".

3. Contract management responsible body

EMSA – Unit C.4, in charge of Digitalisation and Application Development, will be responsible for managing the contract.

4. Project Planning and Delivery

Minimum deliverables associated with Module 1 are:

- Final report indicating the work performed.

Minimum deliverables associated with Module 2 are:

- Quarterly Reports: on the corrective maintenance performed during the quarter. They shall be delivered quarterly.
- Quarterly, if requested by EMSA, one day technical coordination meeting at EMSA premises, or Teleconference followed by a meeting report.
- Including results of analysis of each incident in Team Forge.

The deliverables associated with Module 3 and Module 2 when related with bug fixing are describe in:

- Appendix E: Project delivery
- Appendix G: Working procedures and service requirements

Any additional specific deliverable will be indicated in the change request forms/order forms.

5. Timetable

The estimated date for signature of the contract is November 2016.

The general planning will be the following in the first few months:

- T0 - Signature of the 3 year IT Framework Contract, expected in November 2016
- T0 + 1 week - Signature of the Order Form for Module 1 and start familiarisation with the 4 systems, including set-up of any development or test environments including simulators.
- T0 + 2 weeks - Kick-off meeting to discuss planning, deadlines, project management, quality, methodologies, and staff working on the contract.
- T0 + 3 weeks - Start of Modules 2 & 3, always after completion of Module 1.
- T0 + 3 week - Signature of first Order Form for Module 2.
- End February 2017 – first quarterly report for Module 2 of the EU LRIT CDC, EU LRIT ShipDB, EU LRIT LCT and LRIT IDE.

Order Forms/Change requests will be submitted to the contractor at least 2 weeks before the planned start date of the maintenance phase or upon request, when new developments/requests for change are needed for any of the four systems.

During the implementation of order forms under Module 2:

- Bi-monthly conference calls shall be organized to review all actions in course of implementation, open tickets or preparation and analysis of New Developments/Requests for Change.

During the implementation of a Change Request under Module 3:

- Every month, the contractor shall deliver a flash report;
- A conference call shall take place every week during which the project leaders and relevant assistants will review all actions in course of implementation. The maximum duration of the meeting should be limited to 2 hours. The contractor will be in charge of sending the conference request to the relevant persons, the call, the minutes of the meeting and will maintain the list of on-going actions.
- The Design phase is concluded with the approval of the design documents by EMSA.
- The implementation phase is concluded with the delivery in the EMSA's testing environment of the release. Before the delivery into the EMSA environments, the contractors shall call a meeting at his premises in order to review the releases (FAT).
- Per release the contractors can deliver at maximum three releases candidates (RC1, RC2, and RC3). Each Release Candidate requires in average 2 weeks of tests. Between two releases the contractors have 1 week for delivering a new release.
- The release is approved by EMSA when it is installed in production environment.
- An interim report (closure) shall be produced after the release approval.

6. Estimated Value of the Contract

The maximum budget available for this contract is **EUR 500,000** excluding VAT, covering its three years' duration. Nevertheless, EMSA has no obligation to purchase up to the maximum amount of the contract value.

The budget for Module 1 shall not exceed 30,000 € without VAT and the budget for Module 2 shall not exceed 50,000 € per year without VAT.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft IT Framework Contract** available in the Procurement Section on EMSA's website (www.emsa.europa.eu), under Open call for tender EMSA/OP/16/2016.

Service non-compliance, which will be the basis for reduction of payments, will be evaluated against:

- Timeliness of the deliveries;
- Quality of the deliverables;
- Successfulness of the maintenance activities.

EMSA reserves the right to pay only according to the fulfilment of the service, e.g. if the development of a certain component is only concluded by 85%, the foreseen payment will be reduced accordingly.

The following reductions shall apply:

- When the deliverables are delayed from the original deadline as agreed by the two parties, the following reductions shall apply:
 - 5 % reduction in payment for a delay of more than 21 calendar days.
 - 10% reduction in payment for a delay of more than 30 calendar days.
 - 15% reduction in payment for a delay of more than 45 calendar days.
 - 20 % reduction in payment for a delay of more than 60 calendar days.
- If a deliverable doesn't present an acceptable quality, this will be rejected. Upon this rejection, time continuous to count from the time of the initial delivery and, as such, reductions based on time parameter may be applied. The quality of a software deliverable will follow the Appendix F - Initial Quality Gate for Java Projects.
 - The quality parameters may be further refined in each Change request.
 - For non-software deliverables, their quality will be defined upon their specific requests in each Change Request.
- For the definitions of faults presented here, please check the Appendix G - Working procedures and service requirements. Regarding possible software issues, the following reductions shall apply:
 - 20% reduction for non-compliances related to at least one "Urgent" fault.
 - 10% reduction for non-compliances related to more than 4 "Critical" OR more than 9 "Standard" faults.
 - 5% reduction for non-compliances related to more than 14 "Standard" faults.

Reduction in the semester payment for Module 2 will be applied as follows:

- A 5 % reduction in semester payment should the quarterly report be delayed by more than 14 calendar days from the end of the quarter.
- A 10% reduction in semester payment should the quarterly report be delayed by more than 21 calendar days from the end of the quarter.
- A 15% reduction in semester payment should the quarterly report be delayed by more than 30 calendar days from the end of the quarter.
- A 20 % reduction in semester payment should the quarterly report be delayed by more than 45 calendar days from the end of the quarter.

8. Terms of contract

In drawing up a bid, the tenderer should bear in mind the terms of the draft IT framework 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 subcontract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the tenderer.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria². The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

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 should in particular include an English version of the documents requested under points 14.5 and 15 of the present tender specifications.

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

The tenderer shall complete the Tenderer's Checklist.

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

The tender must be presented as follows and must include:

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

Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already previously been completed and sent either to EMSA or any EU Institution. In this case the tenderer 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 and 14.6** of these specifications (part of the exclusion criteria).

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

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

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

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

Part D: All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under point 15 of these specifications.

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

12. Price

- a) Prices for IT Framework Contract shall include the price for Modules 1, Module 2 and Module 3.
- b) Prices must be quoted in Euro.
- c) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract. This estimate should be based on Articles I.3 and II.16 of the draft contract. This estimate will comprise all foreseen travels and will constitute the maximum amount of travel and daily subsistence allowance expenses to be paid for all tasks.
- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

The following description indicates how the bids will be evaluated in terms of price criteria.

12.1 - Price for Module 1

The tenderer must indicate a fixed price that shall not exceed 30,000 € without VAT. This price shall correspond to the estimated effort to execute the services requested in this module.

The tenderer must fill in the Table 1 of the "Appendix B - Price grid for evaluation of the Tenders" to indicate the price for Module 1.

12.2 - Price for Module 2

The tenderer must indicate a fixed price per year taking into account all maintenance work they may be asked to give. For Module 2, the total payment per year shall not exceed 50,000 € without VAT.

The tenderer must fill in the Table 2 of the "Appendix B - Price grid for evaluation of the Tenders" to indicate the price per year for the provision of the services requested in Module 2.

12.3 - Price for Module 3

The tenderer must indicate a fixed price per person/day for each of the profiles requested in section 2.4.

The tenderer must fill in the Table 3 of the "Appendix B - Price grid for evaluation of the Tenders" to indicate the price for the provision of the services requested in this module.

The total price of this module is computed as follows:

Profile N price = Rate N * weight N. The N and the associate rate are described below:

- Project Manager 10%
- Senior Developer 15%
- Developer 31 %
- Test Designer 7%
- Tester 20%
- Quality Assurance Engineer 7%
- Network/Security Expert 10%

$$TP = \sum R_i * W_i$$

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 in the Procurement Section (Legal Entity Form) 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 following exclusion situations:

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract ;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other persons with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the contracting authority during the award procedure;
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure ;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
 - i. fraud
 - ii. corruption
 - iii. participation in a criminal organisation
 - iv. money laundering or terrorist financing
 - v. terrorist-related offences or offences linked to terrorist activities
 - vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
 - i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
 - ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
 - iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;

- iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
- v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

14.3 Legal and regulatory capacity – Selection criteria

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

14.4 Economic and financial capacity – Selection criteria

14.4.1 Requirements:

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

14.4.2 Evidence:

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

14.5 Technical and professional capacity – Selection criteria

14.5.1 Requirements:

- a) The tenderer must have a very good level of technical and professional capability in the provision of the requested services, namely know-how, efficiency, experience and reliability in the requested technical domain and the suitability to supply the services requested and covered by the IT Framework contract.
- b) The mandatory technical and professional capacity of the team members are:
 - For the Project Manager:
 - University Degree(s)
 - Proven hands-on experience in relevant Project/Technical Management.
 - Excellent English speaking and writing skills.
 - More than 10 years of working experience including at least 5 in IT sector.
 - Experience in systems similar to EU LRIT CDC, LRIT LCT, LRIT IDE and LRIT Ship DB using similar technology or providing similar services.

- Experience in mission-critical international systems i.e. high performance requirements
- If the Project Manager has experience having worked on projects dealing with LRIT or related to vessel traffic monitoring and positioning system data this will be considered an advantage.
- For the Senior Developer:
 - More than 5 years of working experience including at least 3 years in the IT sector
 - Experience in LRIT or related to vessel traffic monitoring and positioning system data
 - 5 projects in the profile role.
- For the Test Designer, Quality Assurance Engineer, Network/Security Expert:
 - More than 5 years of working experience including at least 3 years in the IT sector;
 - 5 projects in the profile role;
 - Experience in LRIT or related to vessel traffic monitoring and positioning system data will be considered an advantage.
- c) Solidity of previous experience of the tenderer in the projects related to services similar to those being asked for in this tender.
- d) The solidity of previous experience of the tenderer in the projects related to services similar to those being asked for in this tender and based on:
 - Experience in the development and maintenance of at least two systems similar to EU DC and IDE in terms of business logic and architectures
 - Experience in mission-critical web based international systems.

14.5.2 Evidence:

To prove their technical and professional capacity, applicants and tenderers should meet the following selection criteria:

- a) The suitability of the tenderer's organizational structure to supply the services covered by the Framework Contract, based on the description of the measures employed to ensure the quality of the services to be provided. This description should be summarised in a document of less than 100 pages and should include:
 - i. An overview of the company structure and the currently allocated number of staff and levels which could be dedicated to this contract.
 - ii. Description of the relationship of this company and those of the group, if applicable;
 - iii. Description of the Quality Assurance procedures including any standard that the company follows e.g. ISO 9001, CMMI, ECSS, etc.
 - iv. CVs of a minimum of two consultants per profile requested, including the educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills. When describing the professional experience of each consultant, reference must be made to the sectors in which it has been gained and the areas dealt with. The detailed information contained in the CVs shall also be summarized in the table 2 of the "Appendix A - Extended Evaluation Grid".

For this purpose, the tenderers are requested to fill the Table 1 of the "Appendix A - Extended Evaluation Grid".

- b) The solidity of previous experience of the tenderer in the projects related to services similar to those being asked for in this tender. The tenderers should provide evidence on:

- i. Experience in the development and maintenance of at least two systems similar to the EU DC and the IDE in terms of business logic and architectures, i.e. with at least 5 of the following business, performance, security and availability requirements:
 - a) Software implemented on the J2EE platform
 - b) Exchange of XML messages by means of the SOAP protocol and web services
 - c) Reception, processing and storage of at least 10 messages per minute
 - d) Secure system-to-system connections based on the Public Key Infrastructure and Secure Socket Layer (SSL) digital certificates; the connections should use Mutual Authentication ("2-way SSL"), in which both server and client are authenticated by means of SSL certificates
 - e) Graphical web user interface based on AJAX and supporting a Geographic Information System to display and interact with geo-spatial information and maps
 - f) Database and Application Servers redundancy on two geographically separated sites (Primary and Disaster Recovery sites) based on a cluster architecture and supporting both local and global load balancing using DNS.
 - g) 95% service availability over 24 hours and 99% service availability over 30 days, whereas the definition of service availability and targets for each system should be clearly stated by the Tenderer
 - h) At least 100 users of the web interface

For this purpose, the tenderers are requested to fill-in the Table 1 of the "*Appendix A - Extended Evaluation Grid*".

- ii. Experience in mission-critical web based international systems.

The proof of the experience will also be based on a short description of the last two major contracts completed during the past three years similar to those services previously described in this tender specification. Each reference must at least include the following information:

- a) Contract reference (title, number, etc.)
- b) Start and finish date
- c) Client name and contact person
- d) Volume in Euros
- e) Short description of the services covered by the contract

For this purpose, the tenderers are requested to fill-in the Table 3 of the "*Appendix A - Extended Evaluation Grid*".

14.6 Evidence to be provided by the tenderers

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

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

For exclusion situations described in (a), (c), (d) or (f) of point 14.2 above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or

administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

For the exclusion situation described in (a) or (b) of point 14.2 above, production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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

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

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

15. Award criteria

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

1. Quality criterion 1 ($W_1 = 20\%$): **Quality and suitability of the technical approach, methodologies, techniques and tools**: the overall presentation of the company technical approach to the tasks described in section 2.3 – services to be provided.
2. Quality criterion 2 ($W_2 = 30\%$): **Quality of the solutions**: based on the response given by the tenderer to the reference scenarios presented in section 2.6 – Reference scenarios.

and the price criterion and associated weighting:

3. Price of the bid ($W_{price} = 50\%$): based on the
 - a. **Module 1 (10%)** based on the offer given by the tenderer in section 12.1. – Price for Module 1
 - b. **Module 2 (20%)** based on the offer given by the tenderer in section 12.2 – Price for Module 2
 - c. **Module 3 (20%)** based on the Total Price computed as indicated in section 12.3 – Price for Module 3

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

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion i is

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

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

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

The score for price is

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

Only bids that have reached a minimum of 60 % for Q_1 and 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 bids that have reached a minimum of 70% for the score S will be taken into consideration for awarding the contract.

16. Rejection from the procedure

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

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

17. 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.

18. Special negotiated procedure under Article 134(1)(e) RAP

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)(e) of the Rules of Application to the Financial Regulation.

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