

## Tender specifications attached to the Invitation to Tender

### Invitation to Tender no. EMSA/OP/15/2016 for the “Development of New European Marine Casualty Information Platform (NEW EMCIP)”

#### 1. Introduction

The European Maritime Safety Agency (hereinafter called EMSA or the Agency) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup>, as amended, for the purpose of ensuring a high, uniform and effective level of maritime safety.

According to the provisions of its founding Regulation, as amended, the Agency shall facilitate cooperation between the Member States and the Commission [...] in the field of the investigation of marine casualties and incidents in accordance with Directive 2009/18/EC of the European Parliament and of the Council of 23 April 2009 establishing the fundamental principles governing the investigation of accidents in the maritime transport sector; and shall [...] carry out analysis of safety investigation reports with a view to identify added value at Union level in terms of any relevant lessons to be drawn. On the basis of data provided by the Member States, in accordance with Article 17 of that Directive, the Agency shall compile a yearly overview of marine casualties and incidents.

Directive 2009/18/EC states that data on marine casualties and incidents shall be stored and analysed by means of a European electronic database to be set up by the Commission, which shall be known as the European Marine Casualty Information Platform (EMCIP). Furthermore, it states that investigative bodies of the Member States shall notify the Commission on marine casualties and incidents in accordance with the format in Directive's Annex II; that they shall provide the Commission with data resulting from safety investigations in accordance with the EMCIP database scheme; and that the Commission and the Member States shall develop the database scheme and a method for the notification of data within the appropriate timescale (article 17).

Since 2008 the EMCIP database has been hosted, maintained and developed by the Joint Research Centre (JRC) of the European Commission within the framework of the European Coordination Centre for Accident and Incident Reporting System (ECCAIRS).

In accordance with EMSA's 2016 Work Programme, the Agency is charged with the management of EMCIP. “During 2016” reads the 2016 work programme, “*work will begin towards the development of a more efficient and user-friendly platform for EMCIP, hosted at EMSA within its portfolio of maritime applications. This will give more flexibility to adapt to users' needs and will benefit from enhanced information exchange with maritime monitoring capabilities that have been built over recent years*”.

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

Through this tender EMSA intends to design, implement, configure, maintain, improve and enhance the New European Marine Casualty Information Platform (NEW EMCIP).

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

### **2.1. Objective**

The objective of this procurement procedure is to establish a Framework Contract (IT) for the design, implementation, configuration, maintenance, improvement and enhancement of the New European Marine Casualty Information Platform (NEW EMCIP).

### **2.2. Modules**

The tasks to be performed under the Framework Contract (IT) will be grouped in the following modules:

<b>Module 1</b>  (Design, development, configuration and integration of Core Application functionalities)	To design, develop, configure and integrate the software components and technological artefacts necessary for the implementation of the New EMCIP Core Application.
<b>Module 2</b>  (Design, development, configuration and integration of Enhanced Application functionalities)	To design, develop, configure and integrate the software components and technological artefacts necessary for the implementation of the New EMCIP Enhanced Application.
<b>Module 3</b>  (Corrective maintenance and operational support)	To provide 3 <sup>rd</sup> line operational support (Helpdesk for handling incidents), bugs fixing capabilities. Each specific contract will have the duration of one year. Should it be not possible to conclude a specific contract on a yearly basis, the service delivery and the corresponding payment should be adjusted proportionally. In any case, EMSA expects to receive maintenance for a period of 3 years.

An overview of casualty investigators' requirements, encompassing the most important business processes and most common use cases, is contained in the "Requirement and Functional Specifications on the New EMCIP" document, provided in Appendix D.

A high-level preliminary overview of the New EMCIP architecture, its main components and interfaces, is contained in the "Technical Specifications for the New EMCIP" document, provided in Appendix E.

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 A.

Additional information about the current EMCIP taxonomy, data quality libraries, ship reference database and workflow processes are provided in further appendixes to this Tender Specifications (see section 18).

More information will be provided to the Contractor for each Specific Contract as deemed necessary by EMSA.

### **2.3. Scope**

The New EMCIP should be developed following a two-steps approach. The first step will comprise the development and implementation of the Core Application functionalities (Module 1), whereas the second step will entail the development of Enhanced Application functionalities (Module 2).

The New EMCIP Core Application functionalities will contain the features that are necessary for the daily work of a casualty investigator. These will include:

- a) Authentication, authorization, user management and provisioning, considering EMSA corporate identity management implementation;
- b) Human/machine web interface;
- c) Community portal and content management (e.g. LifeRay);
- d) Data entry, to create, modify and delete occurrences in the New EMCIP database;
- e) Data query and extraction, to retrieve data from the New EMCIP database;
- f) Integration with business intelligence tools (e.g. JasperSoft);
- g) Data transfers (e.g. internal, external and to IMO);
- h) System workflow management;
- i) Data quality control and enforcement;
- j) Taxonomy management;
- k) Basic GIS interface;
- l) Ship reference database.

The New EMCIP Enhanced Application functionalities will consist of additional (or amended) features deemed necessary for the improvement of the user experience and system performance. These will include:

- a) Enhanced GIS interface;
- b) Interfaces with other EMSA maritime applications;
- c) Interfaces with other maritime databases;
- d) Integration with customized reports and reporting layouts;
- e) Enhanced human/machine web interface;
- f) Enhancement of other Core Application modules.

The proposed grouping of the Core and Enhanced Application functionalities is significant to the scope of this procurement exercise but may vary during the development phase. Alternative combinations of core and enhanced modules could be suggested by the Contractor and accepted by EMSA, due to justified efficiency, cost and/or risk based criteria by the bidder, if considered more suitable for the better implementation of the project.

### **2.4. Requirements specific to each type of service**

References in this document like “Chapter”, “Section” or “Paragraph” are referring to this document unless other reference documents are identified explicitly.

References in this document like “Bidder” or “Tenderer” are to be understood as related to the economic operator who submits a tender in response to this Call for Tender. The “Contractor” is the company or consortium that will be awarded the contract. Therefore, any references to Bidder or Tenderer should be understood as referring to the tender phase, whereas any references to Contractor should be understood as related to the contract implementation phase.

The requirements hereunder apply, per type of task, to any request for services under the Framework Contract (IT). More specific requirements will be introduced within the context of each specific contract.

The contractor will, *inter-alia*, carry out the following tasks within the context of the foreseen modules. Module 1 and Module 2 services (design, implementation, configuration and deployment):

- a. Analysis of requirements;
- b. Review service interfaces;
- c. Prototyping;
- d. Development/Coding;
- e. Factory acceptance tests (FAT);
- f. Packaging and software delivery;
- g. Support to Site acceptance tests (SAT);
- h. Delivery of automated test scripts and code;
- i. Correction and bug fixing of delivered software releases;
- j. Support the deployment of the components into the EMSA infrastructure;
- k. Fine-tuning the services in order to meet the requested Quality of Service (performance, availability and capacity);
- l. Full system documentation, including, inter-alia, design documentation, installation instructions, system security guidelines, test plans and user manual.

Module 3 services (corrective maintenance and operational support):

- 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. Fine-tuning the services in order to meet the requested Quality of Service (performance, availability and capacity).

## **2.5. Licensing policy**

For all the proprietary products to be used in this contract, the bidder shall provide: product name, product versions, type and number of licences necessary to implement the solution requested and the relevant costs. The proposed products and solutions do not have to be covered by the available budget of this procurement. The purchase, maintenance and support services for products where EMSA owns licences will be contracted by EMSA and fall outside the scope of the present procedure.

For each of the products included in the proposal, the bidder shall provide a clear specification of all intellectual property rights (IPR).

## **2.6. Security**

As a general rule any connection sent/received to/from Internet must be secure. A 2-way Secure Sockets Layer (SSL) shall be used when system-to-system Internet connection (HTTPS) is established.

The manufacturer security best-practices shall be followed for each specific operating system. Any security measures supported and suggested by the manufacturer of the operating system, such as Anti buffer overflows protections or network services isolation, shall be applied.

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

The New EMCIP shall comply at least with the security requirements set in section 8.4 of “Technical Specification for the New EMCIP” document (Appendix E).

The bidder shall describe its ICT Security Policy applicable in case of remote access to EMSA IT network, by filling in the form provided in Appendix B.3.

## **2.7. Service Levels**

The New EMCIP shall comply at least with the availability criteria set under section 8.1 and with the integrity and reliability requirements set in section 8.2 of the “Technical Specification for the New EMCIP” (Appendix E).

## **2.8. 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 its bid and any specific tailoring required by this project should be identified and pointed out.

## **2.9. General Conditions for the Provision of Services**

### **2.9.1. Language**

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

Since the contractors will need to work exclusively in English, as stated above in these tender specifications, the technical documents part of this tender dossier are provided in English language only. Should the tenderers wish to read the outline of this tender in other languages, they may consult the Contract Notice available under: <http://ted.europa.eu/TED/misc/chooseLanguage.do>.

### **2.9.2. Used products and infrastructure**

The technologies and tools to be used for the provision of services and products are listed in Appendix A. 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.

### **2.9.3. Third party licences for products used in the software implementation**

The offers for service and associated specific contracts should, unless explicitly agreed otherwise, not cover the costs of any licence or product required to perform the service. EMSA is in charge to procure such licence or product with a different Framework Contract.

### **2.9.4. 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 as foreseen in Appendix B.1.

### **2.9.5. 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 contractors 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.

### **2.9.6. 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 contractors awarded the Framework Contract (IT) following this tender procedure. Checks and audits could in particular be performed in accordance with article I.15 of the General Conditions to the draft Framework Contract (IT).

### **2.9.7. 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.

## **2.10. Nature of the contract**

### **2.10.1 Framework Contract (IT)**

The contract deriving from this procurement procedure is Framework Contract (IT) following the template published with these tender specifications. It should be stressed that Framework Contract (IT) involves no direct commitment and, in particular, does not constitute an order per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EMSA and the Contractor during its period of validity.

The draft Framework Contract (IT) specifies the basic conditions applicable to any assignment placed under its terms. The Framework Contract (IT) 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.

Following the award of the Framework Contract (IT), EMSA may place one or more specific contract(s) based on the requirements included in the Appendices D and E to these Tender Specifications. EMSA and the contractor will agree on the complementary information necessary for the successful implementation of the relevant Specific Contract.

### 2.10.2. Specific contracts

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

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

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

### 3. Contract management responsible body

EMSA– Unit B.2, in charge of Ship Safety, will be responsible for managing the contract.

### 4. Project Planning

The project lifecycle and deliverables are described in Appendix I (these are relevant for Module 1 and 2).

Minimum deliverables associated with Module 3 are:

- a. Provision of the services required respecting the requirements, procedures and service levels;
- b. Results of analysis of each incident in TeamForge (the tool used by the Agency for Application Lifecycle Management – EMSA will provide the contractors with one account to access the EMSA TeamForge repository);
- c. Quarterly reports for the services provided;
- d. Quarterly, if requested by EMSA, one day technical coordination meeting at EMSA premises; or teleconference followed by a meeting report.

### 5. Timetable

The estimated date for signature of the Framework Contract (IT) is **second half of November 2016**.

Each of Module 1 and Module 2 will be implemented through separate Specific Contracts.

The first Specific Contract(s) for Module 1 is expected to start shortly after the signature of the Framework Contract (IT) and will cover the design, development, configuration and implementation of the Core Application functionalities. The development of the Core Application may be covered in one or more consecutive Specific Contracts, depending upon budget availability.

The first Specific Contracts for Module 2 and Module 3 are expected to start shortly after the completion of Module 1.

The main milestones for the Module 1 are shown in the table below. Duration is to be considered indicative.

Task Number	Name	Duration	Predecessors (Task Number)
T0	<b>Module 1, Release 1.0</b>	T0	
1	<b>Prototype 1.0 Human Machine I/F Design</b>	1 wk	
2	Prototype 1.0 Implementation	6 wks	1
3	Prototype 1.0 Delivery Testing Environment	1 wk	2
4	Prototype 1.0 Testing	3 wks	3
5	Prototype 1.0 Closure	1 day	4
6	<b>Prototype 2.0 Core Application functionalities Design</b>	2 wks	5
7	Prototype 2.0 Implementation	10 wks	6
8	Prototype 2.0 Delivery Testing Environment	1 wk	7
9	Prototype 2.0 Testing	3 wks	8
10	Prototype 2.0 Closure	1 day	9
11	<b>Prototype 3.0 Final Functional Design</b>	2 wks	10
12	Prototype 3.0 Implementation	10 wks	11
13	Prototype 3.0 Delivery Testing Environment	1 wk	12
14	Prototype 3.0 Testing and Acceptance	3 wks	13
15	Prototype 3.0 Delivery Production Environment	1 day	14
16	<b>Data Migration execution</b> (design/implementation during Release 1.0 phases)	1 wk	13
17	Data Migration Testing and Acceptance	2 wks	13
18	Data Migration closure	2 wks	17
19	<b>Release 1.0 Go-Live</b>	1 day	18
T1	<b>Module 1, Release 2.0 (if necessary and subject to budget availability)</b>	T1	
20	<b>Prototype 4.0 Core Application (Extended Design)</b>	2 wks	19
21	Prototype 4.0 Implementation	8 wks	20
22	Prototype 4.0 Delivery Testing Environment	1 wks	21
23	Prototype 4.0 Testing	3 wks	22
24	Prototype 4.0 Closure	1 day	23
25	<b>Prototype 5.0 Core Application (Extended Design)</b>	2 wks	24
26	Prototype 5.0 Implementation	8 wks	25
27	Prototype 5.0 Delivery Testing Environment	1 wks	26
28	Prototype 5.0 Testing	3 wks	27
29	Prototype 5.0 Closure	1 day	28
30	<b>Prototype 5.0 Delivery Production Environment</b>	1 day	29
31	<b>Release 2.0 Go-Live</b>	1 day	30

## 6. Estimated Value of the Contract

The maximum budget available for this contract is of 1,000,000 Euro excluding VAT. EMSA estimates that the price for Module 1 will be up to EURO 500,000. However, tenderers may propose different budget allocation in their bids provided that, in no case, this allocation exceeds the maximum budget allocated for the contract.

## 7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft Framework Contract (IT)** available in the Procurement Section under the call to tender EMSA/OP/15/2016 on EMSA's website <http://emsa.europa.eu/work/procurement.html>.



## 8. Terms of contract

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

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

## 9. Subcontracting

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the tenderer.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria<sup>2</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.

## 10. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 13.3, 13.4, 13.5 and 14 of the present tender specifications.

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

The tenderer shall complete the Tenderer's Checklist.

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (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 (<http://emsa.europa.eu>).

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<sup>2</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.

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

- 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 (<http://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 **13.2** 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 **13.3** 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 **13.4** 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 **14** of these specifications.

**Part E:** Setting out **Prices** in accordance with point **14.2** of these specifications.

## 11. Price

**11.1** The Price for the provision of services delivered according to the conditions of the Framework Contract (IT) shall include :

- a. A fixed price for the Module 1 for the design, development, configuration and integration of the software components and technological artefacts necessary for the implementation of the New EMCIP Core Application.
- b. For Module 2, a fixed price per person-day for each of the following profiles:
  - i. Project manager (PM);
  - ii. Software architect (SA);
  - iii. Senior application developer (SAD);
  - iv. Application developer (AD);
  - v. Data base administrator (DBA);
  - vi. Test manager (TM);
  - vii. Quality Assurance Officer (QAO).

- c. A fixed price per year for the Module 3 for the corrective maintenance and operational support. Estimated travel and daily subsistence allowance expenses (assuming that meeting(s) will take place for the milestones indicated in the timetable above) must be shown separately.
- d. A price for travel and accommodation should be quoted for one person for a one day meeting in Lisbon. Moreover, in the event of an extra day of meeting, the tenderer should provide the price for daily subsistence. These estimates will constitute the maximum amount of travel and daily subsistence expenses to be paid for one person to attend a one day meeting in EMSA. These estimates should be quoted separately and must be included in the price of every Specific Contract, as relevant.

**11.2** Prices must be quoted in Euro.

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

**11.4** Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

## **12. Joint Offer**

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

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

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

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

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

When submitting their bid, tenderers are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available in the Procurement Section (Legal Entity Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

### **13.2 Grounds for exclusion - exclusion criteria**

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

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

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

#### 13.2.1 Requirements:

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

#### 13.2.2 Evidence:

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

### 13.3 Technical and professional capacity – Selection criteria

#### 13.3.1 Tenderer's technical capacity

##### 13.3.1.1. Requirements:

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.

##### 13.3.1.2. Evidence:

To prove their technical and professional capacity the tenderers 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 (IT). 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, if relevant;
  - iii. Description of the quality assurance procedures;
  - iv. The contractor ability to offer all services under the present contract, in the English language;

The tenderer shall provide the project description of at least three (but no more than five) "Relevant Projects" within the last 5 years. The project description shall include information requested in Appendix G – Projects, and Capabilities.

### 13.3.2 Suitability of tenderer's key persons

#### 13.3.2.1. Requirements:

The suitability of the tenderer's key technical and management persons who will be delivering the service under the proposed contract will be evaluated on the basis of the following criteria.

#### 13.3.2.2. Evidence:

The description should include detailed curriculum vitae of the team members who will be delivering the service under the proposed contract should be provided using the Template in Appendix G – Team, and the CVs in EuroPass format. The tenderer may propose another team composition, using different key persons' profiles than those listed hereinafter, provided that they comply with the same or equivalent requirements.

##### a. **Project Manager (PM)**

The Project Manager will be the person who will have the overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of the New EMCIP project.

###### *Education*

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

###### *Professional experience*

- More than 7 years of experience as a project manager of ICT projects (proven experience, not attendance of seminars);
- Experience in international projects related to the production of systems and coordination with beneficiaries' personnel;
- Experience with database application and analysis systems;

##### b. **Software Architect/Technical Manager (SA)**

The Software Architect/Technical Manager will be responsible for creating and selecting the most appropriate architecture for the New EMCIP system, such that it will suit the business needs, will satisfy stakeholder requirements, will ensure that service qualities such as performance, scalability and extensibility are met, and will achieve the desired results under given constraints.

###### *Education*

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

###### *Professional experience:*

- Minimum 5 years in processes and methods of established web-based interface application and database functions, involved in architecture definition, specification, change management and in providing architecture supervision and support to IT delivery projects, and experience in at least two database application projects related either to transportation safety or casualty information sectors;
- Minimum 3 years in applying standard architecture frameworks (if possible to be documented with certifications);
- Minimum 5 years in design, implementation and governance of Service Oriented Architecture (SOA);

- Minimum 3 years of experience in the software technologies described in the Appendix A.

**c. Senior Application Developer (SAD)**

The Senior Application Developer will define the site objectives by envisioning system features and functionality and will support the New EMCIP application development by coordinating requirements, schedules, and activities; contributing to team meetings; troubleshooting development and production problems across multiple environments and operating platforms.

*Education*

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

*Professional experience*

- Minimum 5 years of experience in projects involving web-based interface application and database functions, implementation of operational systems, and experience with at least two projects related either to transportation safety or casualty information sectors;
- Minimum 3 years in application design (not attendance of seminars) with proven experience in analysing user and business requirements and translating them into functional, technical, and testing specifications;
- Minimum 3 years of experience in the software technologies described in the Appendix A.

**d. Application Developer (AD)**

The Application Developers (two) will be responsible for the application development while providing expertise in the full software development lifecycle, from concept and design to testing.

*Education*

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

*Professional experience*

- Minimum 3 years of experience in the software technologies described in the Appendix A.

**e. Database administrator (DBA)**

The Database Administrator will be responsible for the database's installation, configuration, upgrade, migration, backup and recovery, security and integrity, storage and capacity planning, performance monitoring, tuning and troubleshooting.

*Education*

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

*Professional experience*

- Minimum 7 years of working experience, 4 of which as a DBA.

**f. Test manager (TM)**

The Test Manager will be tasked with the overall responsibility for the test effort's success of the New EMCIP. The role will involve quality and test advocacy, resource planning and management, and resolution of issues that might impede the test effort.

*Education*

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

*Professional experience*

- Minimum 5 years of working experience, 3 of which as test manager;

**g. Quality Assurance Officer (QAO)**

The Quality Assurance Officer will support the design, development, and implementation of IT activities related to the New EMCIP project by ensuring a common standard of quality in both the project and the technical implementation.

*Education*

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

*Professional experience*

- Minimum 5 years of working experience, 3 of which as problem and incident manager.

**13.4 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](http://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 12.2 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 13.2 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.

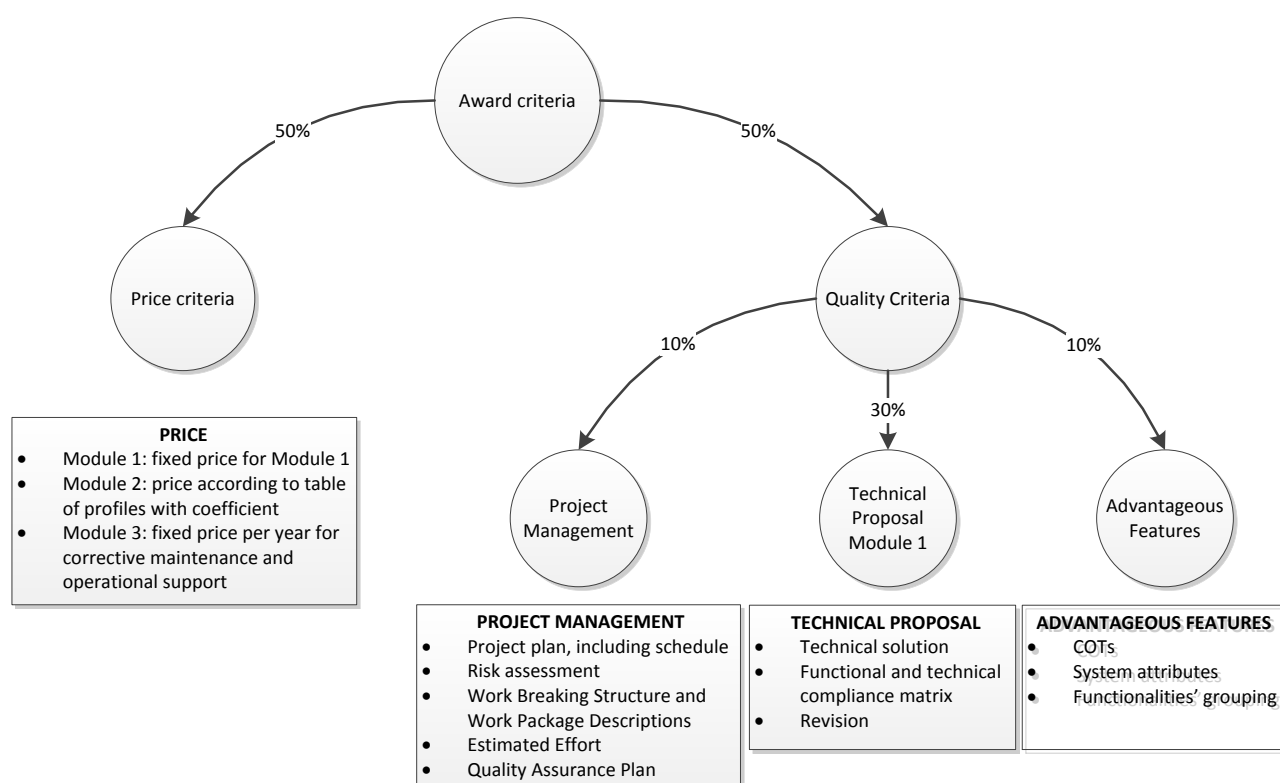
When the tenderer to be awarded the contract has already submitted relevant evidence to EMSA, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the tenderer is required to submit a statement confirming that its situation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

Bids that do not comply with the selection criteria under 13.4 and 13.5 will not be taken into consideration for the award of the contract nor be evaluated for the award criteria.

## 14. Award criteria

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

### 14.1. Quality Criteria



#### 14.1.2. Quality criterion 1 ( $W_1 = 10\%$ ): Project Management

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

- Project plan for the implementation of the requirements described in Appendices D and E;

- b. Work breakdown structure, description of work packages as well as the estimated effort for each task and a relevant schedule/timeplan;
- c. Roles, tasks and responsibilities of each member of the proposed team and description of their involvement and interaction within the project;
- d. A risk assessment;
- e. Description of the quality assurance plan for the project.

#### **14.1.3. Quality criterion 2 ( $W_2 = 10\%$ ): Advantageous Features**

EMSA considers an advantage if the bidder:

- will consider COTs in its technical solution for Module 1;
- will assess additional system attributes as part of its technical proposal for Module 1;
- will propose a different grouping of Core and Enhanced Application functionalities.

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

- a. technical solution for Module 1 that makes use of COTS. COTS could be either open source or proprietary. For all the open source products to be used for the New EMCIP, the bidder shall provide: product name and product versions;
- b. addressing other system attributes than those provided under section 14.1.4.a.3 as part of its technical proposal for Module 1;
- c. proposing a different grouping of Core and Enhanced Application functionalities as part of its technical proposal for Module 1, provided that, within the context of this tender, the bidder will explain how this alternative setting will be more suitable for the better implementation of the project, in terms of user-friendliness, performance, reliability, cost efficiency, risk control and mitigation, etc..

#### **14.1.4. Quality criterion 3 ( $W_3 = 30\%$ ): 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 D and E.

The proposal shall address the following elements:

##### **a. Technical solution for implementing the Module 1 requirements.**

1. The bidder shall review the Technical Specification and Requirements and Functional Specifications and shall propose a technical solution for the implementation of Module 1. In drawing up its solution the bidder will take into account at least four complementary viewpoints (for further details on the following viewpoints the bidder could make reference to the Reference Model of Open Distributed Processing):
  - i. The enterprise viewpoint, which focuses on the business requirements and how to meet them;
  - ii. The information viewpoint, which focuses on the semantics of the information and the information processing. It describes the information managed by the system and the structure and content type of the supporting data;
  - iii. The service viewpoint, which combines the computational viewpoint and the engineering viewpoint. The computational viewpoint enables distribution through functional decomposition on the system into objects which interact at interfaces. The engineering viewpoint, which focuses on the mechanisms and functions required to support distributed interactions between software components in the system;
  - iv. The technology viewpoint, which focuses on the choice of technology of the system. It describes the technologies chosen to provide the processing, functionality and presentation of information.

2. The bidder shall review and define the approach and plan for the integration of the Module1's components. The integration approach and plan shall take into account the needs to develop a functional and user-friendly database application for Member States' users that will replace the current ECCAIRS/EMCIP platform.
3. In drawing its technical solution, the bidder shall take into account the following system requirements: availability, interoperability, scalability, maintainability, modularity, portability, recoverability, reliability, robustness, fault tolerance, in compliance with the performance requested in the Technical Specification. Within the context of this tender, the bidder shall describe how it intends to: (i) implement, (ii) regularly measure (based on SMART criteria), and (iii) assess the quality of its proposal for at least interoperability, maintainability and modularity. The bidder shall present a plan to recovery the situation in case the quality of the system is considered not compliant against the expected outcomes.

**b. Functional and Technical Compliance Matrix**

The compliance matrix should indicate the degree of compliance of the proposed solutions with EMSA requirements (yes/no/partial compliance) and a justification and explanation for each requirement.

**c. Enhancements' Revision**

The bidder shall provide an alternative proposal for the Enhanced Application functionalities that could be performed on the New EMCIP Core Application, taking into account the information provided in the Requirements and Functional Specifications (Appendix D) and Technical Specifications (Appendix E). The bidder may complement this proposal with a SWOT analysis.

## 14.2. Price Criterion

**Price of the bid ( $W_{Price} = 50\%$ ).**

The price of the bid shall be calculated as the sum of the following three prices and according to the formula provided hereinafter:

- a. ( $P_{Module\ 1}$ ) The fixed price for the design, development, configuration and implementation of the Module 1 as described in Appendixes D and E.
- b. ( $P_{Scenario}$ ) The Price of the following standard scenario for services ( $P_{Scenario}$ ) shown in the table below, 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 (IT) (for Module 2). This scenario is not used for evaluating the compliance of the economical proposal against the FWC ceiling, but to compare the different proposals of the tenderers.
- c. ( $P_{Module\ 3}$ ) The yearly fixed price of corrective maintenance and operational support (EMSA expects to receive maintenance for a period of 3 years) as described in Appendixes F and I.

Scenario:

	Price offered per day, per profile in the bid A	Person days for the price evaluation B	Total A x B
Project Manager (PM)		40	
Software Architect/ Technical Manager (SA)		50	
Senior Application Developer (SAD)		70	
Application Developer (AD)		190	
Data Base Administrator (DBA)		20	
Test manager (TM)		20	
Quality Assurance Officer (QAO)		10	
Total for scenario	$P_{\text{Scenario}} = \sum(A \times B)$		

Travel and subsistence cost ( $P_{\text{Travel}}$ )* - One person for a one day meeting in EMSA, at Lisbon	
The cost ( $P_{\text{Add}}$ )* 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 be considered as part of the price of the relevant Specific Contracts.

Price of the bid (formula):

$$W_{\text{Price}} = P_{\text{Module 1}} + P_{\text{Scenario}} + P_{\text{Module 3}}$$

### 14.3. 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 **60 %** for each of the quality criteria  $Q_1$  and  $Q_3$  will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

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

#### **15. Rejection from the procedure**

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

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

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

IPR related clauses are contained in the draft Framework Contract (IT).

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

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

## **17. 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.

## **18. Appendixes**

Below is the list of all Appendixes to the Tender Specifications of relevance to this open tender procedure.

**Appendix A** - ICT Architecture. System and Application Technical Landscape;

**Appendix B.1** - Conditions of Use for Remote Access to EMSA IT Network;

**Appendix B.2** - Access and Contact Grids;

**Appendix B.3** - Description of Contractor Security Policy;

**Appendix C** - Licence Agreement for Use of Software;

**Appendix D** - Requirement and Functional Specifications on the New EMCIP;

**Appendix E** - Technical Specifications for the New EMCIP;

**Appendix F** - Corrective Maintenance and Operational Support;

**Appendix G** - Templates for the bidder;

**Appendix H** - Initial Quality Gate for Java Projects;

**Appendix I** - Project Delivery;

**Appendix K** - Current EMCIP taxonomy XML structure (ECCAIRS dictionary and DB scripts);

**Appendix L** - Current EMCIP Data Quality Library (PDF file);

**Appendix M** - Current EMCIP Ship Reference Database documentation;

**Appendix N** - EMSA Risk Assessment for New EMCIP Implementation;

**Appendix O** - Access and Identification Management Guide;

**Appendix P** – New EMCIP Workflow Description;

**Appendix Q** – Centralised Access Right Database.