CALL FOR TENDERS

MOVE/D1/FV-578

For a Service Contract:

“Enhanced National Single Window Prototype”

TENDER SPECIFICATIONS
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1. INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the WTO applies, the participation to the call for tenders is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a new or existing legal entity which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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1 See http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm
1.4. **Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

1.5. **Content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. **Identification of the tenderer: legal capacity and status**

- The tenderer's identification form in Annex 1 shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - subcontractor(s) whose share of the work represent more than 20% of the contract.

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on: [http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

  Tenderers that are already registered in the Contracting Authority’s accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information

  - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any
delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- The tenderer (only the leader in case of joint tender) must provide a Financial Identification Form and supporting documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps
The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

(1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria

(2) Selection of tenderers on the basis of selection criteria

(3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria
All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

2.3. Selection criteria
Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tenders.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for
example by producing an undertaking on the part of those entities to place those resources at its disposal.

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The tenderer must be in stable financial position and shall have the economic and financial capacity to perform the contract,
- The annual turnover of the last two financial years shall be above € 800 000.

The following evidence should be provided:

- Financial statements for the last three years for which accounts have been closed,
- Statement of overall turnover and turnover relating to the relevant services for the last three financial years.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

1) The suitability of the tenderer’s organisational structure to supply the services covered by the contract. This description should include:

   - An overview of the company departments mentioning the currently allocated number of staff and levels;
   - Description of the relationship of this company and those of the group if relevant;
   - Description of the quality assurance procedures;

2) The tenderer’s experience in design and implementation of:

   - Systems related to ship and cargo reporting formalities;
- Operational systems involving web interfaces, mobile interfaces, and XML and EDIFACT based system to system interfaces;

- High volume data systems for large organizations (more than 1000 users).

b. Criteria relating to the team delivering the service

The tenderer shall present a team to perform the present contract.

All team members shall be capable to offer the requested services in the English language.

For the project manager, senior analyst, web design ergonomist, senior programmer, programmer and test manager, the minimum requirements per profile are:

Project Manager

Education:

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

Professional experience:

- More than 5 years of experience as a project manager of relevant ICT projects (proven experience, not attendance of seminars);
- Experience in projects involving different countries;
- Experience in trans-European projects and systems concerning the implementation of EU Decisions and Directives;
- Experience in ship and cargo reporting systems similar to the NSW Prototype and SafeSeaNet;
- Experience in operational systems running on 24/7 basis.

Senior Analyst

Education:

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

• At least 5 years of experience in involving GUI / presentation layer implementation for operational systems;

• More than 3 years in system design (at least 5 years of experience in analysing user requirements and translating them into functional, technical, and testing specifications);

• Proven experience (not attendance of seminars) in business requirements and processes analysis;

• Experience in ship and cargo reporting systems similar to the NSW Prototype and SafeSeaNet, in terms of business logic and used architectures;

• Experience in projects involving different countries related to the production of specifications, implementation, and consulting of beneficiaries’ personnel (e.g. on-site consulting and training of users in the systems specifications in different countries);

• Experience in the design of at least one high volume data systems for large organizations (more than 1000 users).

Web Designer Ergonomist

Education:

• Degree (minimum 2 years post-secondary), or equivalent background knowledge and experience in communication-related field;

• Good knowledge of English language.

Professional experience:

• Proven experience in web design and development of ergonomic charters for web applications and mobile applications (the tender should include references to his/her previous assignments and images/screenshots of work delivered);

• Technical expertise in using design related tools (such as Photoshop, Illustrator, Dreamweaver), HTML5, CSS, Javascript, Command of multi-platform problems: navigators/OS, XHTML/CSS, responsive design;

• Minimum 2 years of experience in projects related to ergonomics of operational web-based interfaces demonstrated by the description of the performed projects.
Senior Programmers (minimum 2 CVs)

Education:

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

Professional experience:

- At least 5 years of experience in the implementation of relevant operational (24/7) systems;
- At least 5 years of experience in the following technologies: J2EE, Oracle (Weblogic server, RDBMS server), Open source software such as Apache Tomcat and PostgreSQL, Service-Oriented Architecture, SAML-Based Single Sign-On;
- Experience in at least one high volume data systems for large organizations (more than 1000 users).

Programmers (minimum 2 CVs)

Education:

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

Professional experience:

- At least 3 years of experience in the implementation of relevant operational (24/7) systems;
- At least 2 years of experience in the following technologies: J2EE, Oracle (Weblogic server, RDBMS server), Open source software such as Apache Tomcat and PostgreSQL.

Test Manager

Education:

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

• At least 5 years of experience in the validation and verification of relevant operational (24/7) systems;

• Experience in at least one high volume data access authorization systems for large organizations (more than 1000 users).

c. Evidence

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed; the tenderer shall provide the description of at least three relevant system design and implementation projects, including:
  • Projects names and customers;
  • Description of projects;
  • Budget of projects (indicating company budget);
  • Role of the company in the project;
  • Details of technical capabilities required for the project;
  • High level architecture diagram of the technical solution;
  • Used Commercial Off-The Shelf (COTS) products;
  • Brief description of Work Packages;
  • “Lessons learnt”;
  • Customers and testimonials (if available);
  • Links to visualise the results of the projects (if possible).

- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.
• **Quality of the proposed methodology** (40 points maximum)

The criterion will be assessed based on the technical proposals, responding to the requirements as provided in Appendix B. The technical solution should show how the requirements for the reference scenarios will be met while complying with the non-functional, general conditions and deliverables requirements.

The following elements, as a minimum, will be assessed under this criterion:

- Technical overview,
- Technologies and products to be used,
- System architecture,
- Software architecture (conceptual and components),
- Hardware architecture (conceptual and physical),
- External interface approach,
- Tests approach and supporting tools.

• **Organisation of the work** (40 points maximum)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the contract and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

The following elements, as a minimum, will be assessed under this criterion:

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

• Quality control measures (20 points maximum)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Tenders must score minimum 60% for each criterion and minimum 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 60/40 is given to quality and price.

The contract will be awarded to the tender which offers the best score:

\[
\text{Score for tender } x = \frac{\text{Total quality score for award criteria for tender } x \times 0.6 + \text{Price of tender } x \times 0.4}{100}
\]

2.5. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and not evaluated.

2.6. Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

Prices for the provision of services delivered according to the conditions of the service contract shall include a fixed price per person day for each of the following profiles of the contract:

i. Project Manager,

ii. Senior Analyst,
iii. Web Designer Ergonomist,
iv. Senior Programmer,
v. Programmer,
vi. Test manager,
vii. Tester,
viii. Quality Assurance Officer.

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

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

a. The price of each of the three reference scenarios, as described in Appendix B and executed in compliance with the non-functional, general conditions and deliverables requirements provided in Appendix B;

b. The price of the following standard scenario for services that shall be calculated by multiplying the price per person day for each profile by a “coefficient” reflecting the relative use of each profile for the tasks foreseen in this contract.

<table>
<thead>
<tr>
<th>Profile in the tender</th>
<th>Price offered / Day / Profile in the tender</th>
<th>Person days for the price evaluation</th>
<th>Total A x B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>PM</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>PA</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Web Designer Ergonomist</td>
<td>PW</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Senior Programmer</td>
<td>PSP</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Programmer</td>
<td>PP</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Test Manager</td>
<td>PM</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Tester</td>
<td>PT</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Quality Assurance Officer</td>
<td>PQA</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Total for scenario</td>
<td></td>
<td></td>
<td>Σ(AxB)</td>
</tr>
</tbody>
</table>

Travel and subsistence cost (P_{Travel})* for one person for a one day meeting at EMSA, in Lisbon
The cost \((P_{\text{Add}})\) of an additional day of meeting per person in EMSA, at Lisbon

*These prices will not be taken into consideration for the evaluation of the tender, but will become part of the price of the relevant Contract.

The price of the tender constitutes the sum of the prices for points a and b above.

3. TECHNICAL SPECIFICATIONS

3.1 Introduction

The development of the NSW prototype originated from an Integrated Maritime Policy project where EMSA was tasked by the European Commission to carry out a demonstration project to show how the minimum requirements of Directive 2010/65/EU (Directive 2010/65/EU of 20 October 2010 on reporting formalities for ships arriving in and/or departing from ports of the Member States and repealing Directive 2002/6/EC) can be achieved. The objective of the Directive 2010/65/EU is to simplify and harmonise the administrative procedures applied to maritime transport by making the electronic transmission of information standard and by rationalising reporting formalities. Therefore the prototype showed how information can be received from ship data providers and shared between authorities at national level and in other Member States. It was beneficial in demonstrating to Member States how to establish NSWS and to test the business rules and functionalities adopted by the Expert Group on maritime administrative simplification and electronic information services (eMS group), which was set-up by the Commission to co-ordinate the implementation of the Directive (see background information and Guidelines on NSWS on [http://ec.europa.eu/transport/modes/maritime/e-maritime_en.htm](http://ec.europa.eu/transport/modes/maritime/e-maritime_en.htm)).

The further enhancement of the NSW prototype is required will support to the Commission services, to the Member States and to the shipping industry with the objective of achieving additional simplification measures. It will test facilitation and harmonisation measures which were approved by the Commission and the Member States in April 2015. In addition it will contribute to the preparation of the revision of the Directive, in view of further simplifying and harmonising the reporting obligations of the shipping industry when their ships call in European Union ports.

The European Maritime Safety Agency (EMSA) is being tasked to assist the Commission in the execution of this contract. The Agency, in accordance with Regulation (EC) No 1406/2002 establishing a European Maritime Safety Agency, as amended, shall use its expertise in electronic data transmission and in maritime information exchange systems to simplify reporting formalities for ships with a view to the elimination of barriers to maritime transport and the establishment of a European Maritime Transport Space without Barriers. In particular, the Agency shall facilitate cooperation between the Member States and the Commission: with regard to the implementation of Directive 2010/65/EU by facilitating the electronic transmission of data through SafeSeaNet and by supporting the development of their NSW.
3.2 Objective, scope and description of the contract

3.2.1 Objectives

The objective is to establish a Service Contract with a Contractor to design, implement, and test enhancements of the National Single Window (NSW) Prototype developed by EMSA in order to facilitate the harmonised implementation of Directive 2010/65/EU. The Contract will require a close and direct cooperation with EMSA.

3.2.2 Scope

The Service Contract covers the services related to the implementation of the “Enhanced National Single Window” contract.

Information on the NSW prototype is provided in Appendix A - National Single Windows Prototype Landscape.

3.2.3 Requirements

The action will be realised through the following tasks:

• Improvement to the system and user interfaces for industry and authorities, including message standards (e.g. ISO 28005, EDIFACT) and security protocols (e.g. digital signatures and certificates);

• Use of modern technologies for reporting data, including from ship to shore (e.g. VHF data exchange system (VDES));

• Definition of cargo manifests covering the needs of both customs and maritime authorities, and their exchange using SafeSeaNet;

• Re-use of data in subsequent port calls through the utilisation of SafeSeaNet;

• Use of SafeSeaNet central reference databases for the purpose of simplifying reporting obligations;

• Inclusion of common national requirements (e.g. clearance procedures, data elements, and other user requirements).

The requirements are provided in Appendix B – Technical specifications.

3.2.4 Licensing Policy

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

All commercial products, versions and licences to be used in the contract must be clearly identified, listed and quoted for all required environments. The proposed products and solutions have to be covered by the proposed price of the offer, except for middleware described in the technical landscape in Enclosure 1 of Appendix B which will be supplied by EMSA. Nevertheless, the Tenderer must indicate, if it is the case, the needed number of such licences for all required environments.
Maintenance and Support services for products where EMSA owns licences will be contracted by EMSA and fall outside the scope of the present procedure.

In case the Tenderer is not providing the source code of the system to the European Commission, he shall guarantee that the source code and the full documentation of the code will be accessible and usable by the European Commission in accordance with the Contract provisions.

For software developed in the scope of this contract and for which the Intellectual Property Rights (IPR) will remain with the Tenderer, the Tenderer shall provide the European Commission with the right to use the software (including source code) in accordance with the Contract provisions.

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

### 3.2.5 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 Tenderer shall be specified in their tender and any specific tailoring required by this contract should be identified and pointed out.

### 3.2.6 Conditions for the Provision of Services

The conditions for the provision of services are provided in Appendix B – Technical specifications.

### 3.2.7 The nature of the contract

The contract deriving from this procurement procedure is a service contract following the template published with these tender specifications. The draft Contract specifies the basic conditions applicable to the work performed under its terms. The Contract does not preclude the European Commission 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 or European Commission staff.

All services will be provided on the basis of Time & Means (TM) which correspond to the order of a number of days to be performed per profile.

### 3.3 Contract management responsible body

The European Commission will be responsible for managing the contract.
3.4 Reports, deliverables and meetings

3.4.1 Reports

The Contractor will present inception, interim, ad-hoc (if needed) and final reports showing the progress of the contract execution.

These reports must be formally accepted by the Commission. These reports shall be presented to the Commission and EMSA. They will be drafted in English.

Inception report

The Contractor shall present an inception report no later than two months after the signature of the contract.

The inception report shall describe the proposed methodological and working assumptions based on the available documents and the kick-off meeting.

It shall not exceed 30 pages (annexes excluded).

Interim report

The Contractor shall submit to DG MOVE after 12 months from the signature of the contract an interim report on the performance of the tasks and the allocation of resources.

Ad-hoc reports

Whenever it is deemed necessary and giving reasonable advance notice, the Commission may ask for any other report necessary for the monitoring of the performance of the contract.

Final report

The Contractor will submit a final report to the Commission at the latest 24 months after the entry into force of the contract. The final report shall provide a description of all the tasks and take account of the comments made earlier in the process.

It will contain:

- An executive summary of maximum 10 pages;
- A clear summary of the methodology followed and a final assessment of the limitations of both the approach taken and the data used;
- A clear chain of logic between the analysis and findings presented.

Reports shall be drafted in English, using simple and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes.

Each report should be delivered in an electronic version in MS Word format and/or Excel format (if figures).

The Contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights expected from a third party in the final report.
3.4.1 Deliverables

Deliverables, e.g. minutes of the various meetings, technical documentation etc. are described in Appendix B – Technical specifications. EMSA is tasked to review and to approve the other deliverables and documentation.

3.4.3 Meetings

A kick-off meeting will take place in Brussels, at the latest 20 days following the entry into force of the contract, in order to settle all the details of the work to be undertaken.

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

Regular contract management meetings, as described in Appendix B, will be held to review the progress of the tasks execution.

3.5 Timetable

The estimated date for signature of the framework contract is December 2015.

The duration of the tasks shall not exceed 730 days (24 months). This period is calculated in calendar days.

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out above cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

3.6 Value of the Contract

The maximum budget available for this contract is of 400,000 Euro excluding VAT.
4. **Content, Structure and Graphic Requirements of the Final Deliverables**

The reports enumerated in paragraph 3.4.1. shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo\(^2\).

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the [Web Content Accessibility Guidelines 2.0](http://www.w3.org/WAI/intro/wcag20) of the W3C.

For full details on Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

5. **Annexes**

1. Tenderer’s Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Draft Contract
   - Appendix A: National Single Windows Prototype Landscape
   - Appendix B: Technical specifications

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\(^2\) The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: [comm-visual-identity@ec.europa.eu](mailto:comm-visual-identity@ec.europa.eu)
ANNEX 1

IDENTIFICATION OF THE TENDERER
(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

Call for tenders MOVE/xx/xxxx-xx

<table>
<thead>
<tr>
<th>Identity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Description of statutory social</td>
<td></td>
</tr>
<tr>
<td>security cover (at the level of</td>
<td></td>
</tr>
<tr>
<td>the Member State of origin) and</td>
<td></td>
</tr>
<tr>
<td>non-statutory cover</td>
<td></td>
</tr>
<tr>
<td>(supplementary professional</td>
<td></td>
</tr>
<tr>
<td>indemnity insurance)³</td>
<td></td>
</tr>
</tbody>
</table>

| Address                        |                      |
| Address of registered office of |                      |
| tenderer                        |                      |
| Where appropriate, administrative address of tenderer for the purposes of this invitation to tender | |

| Contact Person                  |                      |
| Surname:                        |                      |
| First name:                     |                      |
| Title (e.g. Dr, Mr, Ms) :       |                      |
| Position (e.g. manager):        |                      |

³ For natural persons
Telephone number:  
Fax number:  
E-mail address:  

<table>
<thead>
<tr>
<th>Legal Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Names and function of legal representatives</strong> and of other representatives of the tenderer who are authorised to sign contracts with third parties</td>
</tr>
</tbody>
</table>

**Declaration by an authorised representative of the organisation**

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

<table>
<thead>
<tr>
<th>Surname:</th>
<th>First name:</th>
<th>Signature:</th>
</tr>
</thead>
</table>

4 This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parenthese)
[Choose options for parts in grey between square brackets]

The undersigned (insert name of the signatory of this form):

☐ in [his][her] own name (for a natural person)

or

☐ representing the following legal person: (only if the economic operator is a legal person)

full official name:
official legal form:
full official address:
VAT registration number:

➢ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

e) has been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
(Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-making or control over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

declares that the above-mentioned legal person[he][she]:

g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;

h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;

acknowledges that the above-mentioned legal person[he][she] may be subject to administrative and financial penalties if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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

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

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

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

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5 This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>


mandating one of the partners in a joint tender as lead partner and lead contractor

The undersigned:

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
   (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
   (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner’s bank account: [Provide details on bank, address, account number].

2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
   (a) The lead partner shall submit the tender on behalf of the group of partners.
   (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
   (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission’s express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission’s consent.

Signed in ………………………. on [dd/mm/yyyy]  

Place and date:  
Name (in capital letters), function, company and signature:

---

7 To be filled in and signed by each partner in a joint tender, except the lead partner;
ANNEX 4

DRAFT CONTRACT

Please see separate document

<The draft contract has to be sent for publication in a separate document – Templates can be found in the Library or the Models section>