FISHERY MEDITERRANEAN NETWORK
CALL FOR PROPOSALS
FOR
E-COMMERCE PLATFORM

November 17, 2021
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BACKGROUND

FISH MED NET was born from the experience of the previous READY Med Fish project, managed between the end of 2013 and the end of 2015 by the Legacoop Agroalimentare (Project Leader). The previous project was oriented more on a level of policy and the creation of a common understanding of the dynamics and guidelines for diversification. FISH Med Net, on the other hand, is more oriented towards a direct accompaniment to fishing companies to the diversification of activities.

The partnership of FISH MED NET is composed as follows:

- Community of communes in the south of Corsica, France
- Legacoop Agribusiness, Italy
- Haliéus, Italy
- CIHEAM IAM Bari, International Organization
- Ministry of Agriculture of Lebanon
- ATDEPA - Association for the Development of Artisanal Fishing of Tunisia
- ESDC – Economic & Social Development Center, Palestine, member of the International Cooperative Alliance

The project is co-funded by the ENI CBC MED Programme, which promotes co-development between European and non-European Mediterranean countries. Therefore - despite being a development cooperation intervention - it allows to pursue positive impacts also for European territories.

The idea of the E-commerce platform was born to create a portal that connects the five countries within this project and give it a 360-degree visibility. More specifically, the platform needs to give fishermen and, or cooperatives, (from now own service providers) the opportunity to create their profile so that it can well define what services they offer to the potential clients, whilst acting as a social and advertising platform.

The E-platform is divided into four (4) different types of activities in which service providers can register:

1. Tourism,
2. Aquaculture,
3. Food sector, and
4. Public partnership.

Despite the division of the four different types, both service providers and clients are free to browse the entire platform.
As for the registration of activities, each country will have a manager who will update their database so that s/he can add service providers according to who applied to be involved in the FISHMEDNET project. The Italian counterpart will have access to be able to manage all the databases of other countries (if required).

The registration of service providers can be associated to only one category, i.e. if, for example, a fisherman diversifies his main fishing activity with public partnership in environmental teaching activity, in that case s/he can only fall on that category.

Whilst in the case of clients, they can safely register as a user and have no limits on what services they can require.

The main functions of the E-commerce platform must have the following attributes:

**PROFILE**

Information specific to those who conduct this activity
- Physical address
- Email
- Website
- Phone, social media...
- Pictures or links to videos
- Any other relevant information

**ACTIVITY**

The service provider will have the availability to update his prices, activities, check reservations and then proceed to contact the customer and keep him updated on the various services offered.
- Price listing
- Calendar of activities
- Reservations
- Transactions

**INFORMATION**

This page will help to give visibility to the customer of the various communications put by the service provider in such a way as to be able to attract customers with promotions, yet at the same time appreciate the
proactive effort of the service provider or customer in safeguarding the community with safety notifications (eg. product recalls, adverse weather conditions…) or local event updates among other things.

- Promotions
- Safety
- Product recall...
- Reviews
- Notification

**GEOLOCATION**

This function will be needed at the local, national and international levels giving each of the five countries visibility on the Mediterranean map and all necessary interactive map-links will connect the final users with all service providers if needed be.

**Further instructions**

Details of how to apply and for this tender can be found in Annex 1 and Annex 2.

_________________

Sara Guidelli
Legacoop Agroalimentare Director
Rome, Italy
17/11/2021
ANNEX 1: SIMPLIFIED TENDER DOSSIERS FOR THE PROVISION OF AN E-COMMERCE PLATFORM (SERVICE)

Name and address of the contracting authority: LEGACOOP AGROALIMENTARI  
Contact person: Enrico Maria Andreini  
Title of the tender: E-PLATFORM for FISHERY MEDITERRANEAN NETWORK – ENI CBC MED  
Reference number: 33/1310

PART A: INFORMATION FOR THE TENDERER

1. Information on submission of tenders

Subject of the contract:

The subject of this tender is:

- Provision of services, as indicated in the technical information in point 2 of this section

Deadline for submission of the tenders:

The deadline for submission of tenders is 3, December, 2021 until 12:00h. Any tender received after this deadline will be automatically rejected.

Address and means of submission of the tenders:

The tenderers will submit their tenders using the standard submission form available in Part B of this tender dossier. The tender will be submitted in 1 (one) original. In case of e-mail submission, the tenderer may provide a scanned original. Any tenders not using the prescribed form shall be rejected by the contracting authority.

If delivery by post or courier, the tenders will be submitted in two separate envelopes:

- **envelope one** for the tenderer’s information, the tenderer’s statement and the technical offer (including Methodology, Company profile and CV of proposed Expert(s) and
- **envelop two** for the financial information.
An envelope including both envelopes will contain the following information at the external part:

Name and address of the contracting authority
Contact person
Title of the tender
Reference number

Name and address of the tenderer

If delivery by e-mail, the message will clearly indicate:

Title of the tender
Reference number
Name and address of the tenderer

The tender submission form and any supporting documentation will be provided as attachment to the e-mail.
2. TECHNICAL INFORMATION

The tenderers are required to provide services as indicated below. In the technical offer, the tenderers will indicate more details on the deliveries, referring back to the below table. For the programming of a E-commerce platform which will function as an application for mobile and desktop platforms. More specifically the application will be:

- Developed with WordPress,
- Have multilingual options (English, French, Arabic and Italian)
- Interactive features:
  - PROFILE
    - Information specific to those who conduct this activity
    - Physical address
    - Email
    - Website
    - Phone, social media...
    - Pictures or links to videos
    - Any other relevant information
  - ACTIVITY
    - Price listing
    - Calendar of activities
    - Reservations
    - Transactions
  - Information
    - Local news (project related)
    - Promotions
    - Safety
    - Product recall...
  - Geolocation

3. FINANCIAL INFORMATION

The maximum available value of the contract is 24,000,00 EUR (VAT included).

4. ADDITIONAL INFORMATION

The selection criteria are:

- Economic and financial capacity of candidate (based on item 3 of the application form): In case of candidate being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.

- The average annual turnover of the tenderer over the last three financial years must exceed EUR 50,000 (fifty thousand euro);
The award criterion is:
Best value for money, weighing 80% technical quality and 20% price.

- The Technical quality will be assessed as follows:
  - Company experience (40 points)
    - No. of platforms designed similar to the one proposed,
    - No. and quality of platform with multilingual functionality,
    - Previous experience with European projects,
  - Key expert(s) proposed (30 Points)
    - Academic background
    - Portfolio of projects previously worked on
  - Methodology framework on how the works will be carried out (30 Points)

The successful and unsuccessful tenderers will be informed of the results of the evaluation procedure in written.

The estimated time of response to the tenderers is 7 working days from the deadline for submission of the tenders.

5. FORMAT OF CONTRACT

CONTRACT TITLE: FISH MED NET – WP3 A.314 E-PLATFORM
REFERENCE: 001

Concluded between:

LEGACOOP AGROALIMENTARI
VIA A.GUATTANI, 9
00161, ROME
ITALY
Represented by: SARA GUIDElli

AND

<Name of the contractor>
<Address of the contractor>
Represented by: <name of legal representative><position>
Article 1: Subject of the contract

The subject of the contract are the services as indicated in the contractor’s offer.

Article 2: Contract value

The total contract value for implementation of services of works indicated in the Article 1 is: 24,000.00 EUR value-added tax (VAT) included only.

The contractor will issue payments based on 4 instalments based on the total value of the contract, broken down as follows:

- 20% of contract amount
  - Upon signing the contract.
- 30% of contract amount
  - Delivery of 1 template simulation for 1 business module. This will allow to preview how the platform will work and enable for some feedback to the contractor for reviews and/or modifications (if any) to be made.
- 40% of contract amount
  - Delivery of 4 template simulations for all working modules (4 in total), by the end of the third month upon signing the contract. The modules will undergo an “assessment period” 60 days from the date of delivery for functionality. Any issues during this period will be shared with the contractor so to amend and deliver a working product.
- 10% of contract value
  - Once the “assessment period” is over and ALL amendments have been rectified, payment will be disbursed by the end of the project time life.
- This service provided by the contractor must come with an assistance until end of the project and a warranty from the end of project date of **2 years** in case any fault from the platform should arise from when the last install payment has been disbursed.

Article 3: Contracting documents

The documents which form the part of this contract are (by the order of precedence):

- Contract agreement
- Contractor’s offer as provided in the tendering phase (see documents in “Part B: Format of offer to be provided by the tenderer”)
- Any other supporting documentation if applicable

Article 4: Deliveries and payments
The contractor will deliver without reservation the services indicated in the contractor’s offer. The deliveries will be implemented within the indicated dates.

The contracting authority will pay to the contractor the services in the amount indicated in the Article 2 of this contract document. The payments will be issued by the following instalment schedule.

<table>
<thead>
<tr>
<th>Instalment</th>
<th>Description</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial pre-financing payment</td>
<td>4,800.00 (20% of 24,000.00)</td>
</tr>
<tr>
<td>2</td>
<td>Interim payment</td>
<td>7,200.00 (30% of 24,000.00)</td>
</tr>
<tr>
<td>3</td>
<td>Interim payment</td>
<td>9,600.00 (40% of 24,000.00)</td>
</tr>
<tr>
<td>4</td>
<td>Interim payment</td>
<td>2,400.00 (10% of 24,000.00)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>24,000.00</strong></td>
</tr>
</tbody>
</table>

The contractor will provide the contracting authority with the report on execution of the services.

**Article 5: Duration of the contract**

The duration of the contract until the end of the project.

**Article 6: Cancellation of the contract**

The contract can be suspended by the Contractor if the contracting authority does not fulfil payment and other obligations.

The contract can be terminated by the contracting authority due to one of the following reasons:

- The Contractor is in serious breach of the contract, failing to meet contractual obligations
- The Contractor is bankrupted or close to, is having its affairs administered by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.

**Article 7: Resolving of disputes**
Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of courts of location of the project partner.

This contract shall be governed by the law of the country of the project partner (Italy).

For the Contractor

Name:
Position:
Signature:
Date:

For the contracting authority

Name:
Position:
Signature:
Date:
PART B: FORMAT OF OFFER TO BE PROVIDED BY THE TENDERER

1. TENDERER’S INFORMATION

Offer submitted by:

<table>
<thead>
<tr>
<th>Name of legal entity or entities submitting the tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Legal registration number</td>
</tr>
</tbody>
</table>

Contact person:

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>e-mail address</td>
</tr>
</tbody>
</table>

2. TENDERER’S STATEMENT

I undersigned hereby confirm that the services offered in this tender are in full conformity with the specifications submitted to us by the contracting authority. The detailed description of the offered services/supplies/works is provided in the technical offer.

In addition, I confirm that our entity is fully eligible for providing services under a contract financed by the EU and it is not in any of the situations that would mean an exclusion from a tender.

Finally, I declare to have no conflict of interest with any other concerned party in the tender procedure at the moment of submitting this tender.

3. TECHNICAL OFFER

Please provide details on the offered services by using the standard tables below and by adding any other relevant information and/or documentation.
Please add a short methodology (Max 2 pages) with any further technical details on the proposed service.
4. **FINANCIAL OFFER**

The total price for the offered services is <XX.XXX,XX><EUR>. This price does not include VAT.

The total cost including VAT is <XX.XXX,XX><EUR>.

The offered price includes the execution/delivery of the items described in the technical offer, as well as all the related incidental costs, such as transport, logistics, etc., when required.

Please include a detailed breakdown, in accordance with the items in the technical offer. For fee-based service contracts, include the number of expert days and the daily fees, as well as the breakdown of the incidental costs.

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
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</tbody>
</table>
ANNEX 2: DECLARATION ON HONOUR

DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA

The undersigned [insert name of the signatory of this form], representing:

<table>
<thead>
<tr>
<th>(only for natural persons)</th>
<th>(only for legal persons) the following legal person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>himself or herself</td>
<td></td>
</tr>
</tbody>
</table>

| ID or passport number:   | Full official name:                              |
| (‘the person’)           | Official legal form:                             |
|                           | Statutory registration number:                   |
|                           | Full official address:                           |
|                           | VAT registration number:                         |
|                           | (‘the person’)                                   |

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>declares that the above-mentioned person is in one of the following situations:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>it is bankrupt, subject to insolvency or winding up procedures, its assets are</td>
<td></td>
<td></td>
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<tr>
<td>being administered by a liquidator or by a court, it is in an arrangement with</td>
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<td></td>
</tr>
<tr>
<td>creditors, its business activities are suspended or it is in any analogous</td>
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<tr>
<td>situation arising from a similar procedure provided for under national</td>
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<tr>
<td>legislation or regulations;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>it has been established by a final judgement or a final administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>decision that the person is in breach of its obligations relating to the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>payment of taxes or social security contributions in accordance with the law</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the country in which it is established, with those of the country in which</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the contracting authority is located or those of the country of the performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the contract;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>it has been established by a final judgement or a final administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>decision that the person is guilty of grave professional misconduct by having</td>
<td></td>
<td></td>
</tr>
<tr>
<td>violated applicable laws or regulations or ethical standards of the profession</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to which the person belongs, or by having engaged in any wrongful conduct which</td>
<td></td>
<td></td>
</tr>
<tr>
<td>has an impact on its professional credibility where such conduct denotes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>wrongful intent or gross negligence, including, in particular, any of the following:</td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
(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;  

☐ ☐

it has been established by a final judgement that the person is guilty of the following:

(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995;  

☐ ☐

(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as defined in Article 14 of the General Conditions of the Financing Agreement for ENI CBC between <name of country> and the European Commission in the legal provisions of <name of country>;  

☐ ☐

(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;  

☐ ☐

(iv) money laundering or other financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;  

☐ ☐

(v) activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;  

☐ ☐

(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;  

☐ ☐

the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union’s budget or by the public budget of <name of country>, 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 the national competent authorities, the Delegation of the European Union in <name of country>, any Managing Authority of ENPI CBC or ENI CBC, Audit Authorities of ENI CBC, the European Commission, OLAF or the European Court of Auditors;

it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant accepts to be subject to:

- facts established in the context of audits or investigations carried out by the European Court of Auditors, OLAF, or any other check, audit or control performed under the responsibility of an authorising officer of the European Commission, Managing Authority or Audit Authority, the competent national authorities or any other competent body;
- 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;
- decisions of the Managing Authority, the National Authority (identified in the Financing Agreement for ENI CBC programmes between the European Commission and <name of country>) or the European Commission relating to the infringement of the competition rules stipulated in the Association Agreement between the European Union and <name of country> and the Framework Agreement between the European Union and Belarus or of a national competent authority relating to the infringement of national competition law; or
- decisions of exclusion by an authorising officer of the contracting authority.

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:

<table>
<thead>
<tr>
<th>Situation (c) above (grave professional misconduct)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situation (d) above (fraud, corruption or other criminal offence)</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Situation (e) above (significant deficiencies in performance of a contract) ☐ ☐

Situation (f) above (irregularity) ☐ ☐

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:

Situation (a) above (bankruptcy) ☐ ☐

Situation (b) above (breach in payment of taxes or social security contributions) ☐ ☐

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

declares that the above-mentioned person:

has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure. ☐ ☐

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the Contracting Authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), 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 person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates 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 person 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.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

VII – SELECTION CRITERIA

declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:

- It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the tender specifications; ☐ ☐
- It fulfils the applicable economic and financial criteria indicated in section [insert] of the tender specifications; ☐ ☐
- It fulfils the applicable technical and professional criteria indicated in section [insert] of the tender specifications. ☐ ☐

The contracting authority must adapt the table above to the criteria indicated in the tender specifications (i.e. insert extra rows for each criterion or delete irrelevant rows).

if the above-mentioned person is the sole tenderer or the leader in case of joint tender, declares that:

the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the
VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name  Date  Signature