

## Tender Specifications

### Enclosed to Invitation to tender for procurement procedure No. EMSA/OP/2/2018 concerning *Contract for provision of SATCOM services for RPAS*

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## Invitation to tender No. EMSA/OP/2/2018 for SATCOM services for RPAS

### 1 Introduction

- 1.1.1 The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform and effective level of maritime safety, as amended.
- 1.1.2 The Agency's main objective is to provide technical, operational and scientific assistance to the European Commission and Member States in the proper development and implementation of EU legislation on maritime safety, pollution by ships and security on board ships. To accomplish this, one of EMSA's most important supporting tasks is to improve cooperation with, and between, Member States in all key areas.
- 1.1.3 With the revision of 2013 a new task has been incorporated in its mandate; the Agency shall facilitate cooperation between the Member States and the Commission: by providing, upon request and without prejudice to national and Union law, relevant vessel positioning and Earth observation data to the competent national authorities and relevant Union bodies within their mandate in order to facilitate measures against threats of piracy and of intentional unlawful acts.
- 1.1.4 In the 5 year strategy of the Agency in the field of monitoring, surveillance and information sharing, as adopted by its Administrative Board, the aim is to become a major provider of reliable and efficient information services for the benefit of the EU maritime cluster and, where appropriate, for the use of other communities. In this context one of the objectives is to explore, at reasonable cost, in a sustainable and viable way, new capabilities offered by technology in the field of maritime surveillance.
- 1.1.5 With the revision of the EMSA's mandate in 2016, the new Article 2b of the Regulation reads: the Agency shall, in cooperation with the European Border and Coast Guard Agency and the European Fisheries Control Agency, each within their mandate, support national authorities carrying out coastguard functions at national and Union level, and where appropriate, at international level, by providing surveillance and communication services based on state-of-the-art technology, including space-based and ground infrastructure and sensors mounted on any kind of platform.
- 1.1.6 In 2016 EMSA awarded Framework Contracts (FWC) for Remote Piloted Aircraft Systems (RPAS) services provision to the European Industry; these contracts are valid for two years with a possible renewal for a further two years period with a total budget envelope of 77 million euros. A new tender (EMSA/OP/01/2018) has been also published in parallel to this tender for SATCOM services to expand the Agency's RPAS portfolio.
- 1.1.7 The EMSA RPAS services have been developed to assist in maritime surveillance operations to support Authorities involved in Coast Guard functions undertaken by Member States, such as: maritime pollution and emissions monitoring, detection of illegal fishing, anti-drug trafficking and illegal immigration, search and rescue operations, etc. RPAS services are used as a complementary tool in the overall surveillance chain which includes satellite imagery, vessel positioning information and surveillance by manned maritime patrol aircraft and vessels, the Agency's RPAS services have increased the maritime situational awareness with additional sources of data.

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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.).

- 1.1.8 The RPAS services are offered by EMSA free of charge to EU Member States, Candidate Countries and EFTA Member States, the European Border and Coast Guard Agency and the European Fisheries Control Agency. The areas of operation can be all sea areas surrounding the European Union with an EU or EFTA country as a starting point of the service.
- 1.1.9 In the RPAS contracts launched in 2016, the provision of Satellite Communication (SATCOM) services for the RPAS Beyond Radio Line of Sight (BRLOS) communications was a responsibility of the RPAS Services Provider. However, in some cases the high price and the low quality of the SATCOM used by the Agency's RPAS are hindering the quality of RPAS services that the Agency offers to the Member States. Due to this reason, the Agency has decided to adopt a new strategy regarding the provision of SATCOM services for RPAS. EMSA plans with this procurement to acquire directly its own SATCOM services to be made available free of charge to all their RPAS Services Providers involved in the current and future contracts of the Agency. The idea behind this initiative is to facilitate to the Agency's RPAS Services Providers and indirectly to the RPAS users a fast and effective SATCOM connection to be used for BRLOS communications.
- 1.1.10 Additionally for the on-going RPAS operations the internet connection is a high-priority requirement because it is needed to connect the Local Ground Control Station (LGCS) with the Central Ground Control Station (CGCS) and/or the RPAS Data Center (RPAS-DC). The site survey of the sites chosen for the RPAS operations has shown that the necessary telecommunications infrastructure is not always in place: access to public telecommunications network, LAN network availability, switches, etc. To supply the missing telecommunications infrastructure is not always an easy solution, hence the inclusion in this procurement of an additional lot for provision of satellite internet service.
- 1.1.11 Satellite Service Providers are invited to submit an offer in this open procedure in accordance with the rules set out in these Tender Specifications and its associated enclosures.
- 1.1.12 Within this open procedure, any interested Satellite Service Provider may submit a bid in response to the invitation to tender; all the bids submitted will be evaluated based on the exclusion, selection and award criteria.

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

### **2.1 Objective**

2.1.1 The objective of this call for tender is to contract the following the services:

- SATCOM capacity-provision and capacity-management services to support the Agency's RPAS BRLOS operations
- Satellite internet to connect the LGCS with the CGCS and/or the RPAS-DC.

### **2.2 Lots**

2.2.1 The contracts awarded per lot will be Framework Contracts (FWC) in cascade valid for two years with twice the possibility of a renewal if requested by the Contracting Authority.

2.2.2 Framework Contracts shall be signed with all companies fulfilling the selection criteria and the minimum level of quality price ratio for each lot indicated.

2.2.3 Within each lot, the awarded companies will be ranked according to their scores in terms of best price–quality ratio according to the scoring scheme in section 16. Specific Contracts (SCs) shall be awarded subject to conditions in section 8.

2.2.4 The procedure will be divided in the following lots as follows:

#### **2.2.4.1 Lot 1: SATCOM services (≥2Mbps)**

Lot 1 is intended to provide SATCOM capacity for BRLOS communications with a minimum data rate of 2Mbps in the return link. The contracted satellite capacity shall allow the transmission of at least one payload data sensor stream (EO cameras, IR, radar, etc.), housekeeping and metadata information, and Command and Control link.

#### **2.2.4.2 Lot 2: SATCOM services (≥5Mbps)**

Lot 2 is intended to provide SATCOM capacity for BRLOS communications with a minimum data rate of 5Mbps in the return link. The contracted satellite capacity shall allow the transmission of several simultaneous payload data sensor streams (EO cameras, IR, radar, etc.), housekeeping and metadata information and Command and Control link.

#### **2.2.4.3 Lot 3: Satellite internet service**

Lot 3 is intended to provide internet via satellite to connect the LGCS with the CGCS and/or the RPAS-DC.

In absence of terrestrial LAN infrastructure or mobile wireless networks (3G, 4G, etc.), internet access can be granted by placing a VSAT (Very Small Aperture Terminal) at the LGCS. The intention behind this lot is to provide internet connection when there is no internet access point close to the LGCS or the speed of the internet connection present at the airports or aerodromes where the RPAS operations take place is low. The VSAT and all the communication equipment must be suitable to be used on the ground or to be mounted on a ship for VTOL (Vertical Take-off and Landing) RPAS.

## **2.3 Scope**

### For Lots 1,2:

- 2.3.1 This procurement seeks to provide a pool of SATCOM services for the Agency's RPAS. The contracted SATCOM services shall be an economically viable solution based on a data volume consumption pricing schema, with the aim to guarantee the coverage of all the maritime areas of interest and to meet the throughput requirements.
- 2.3.2 The SATCOM services should cover: the service set-up, the capacity provision and the service maintenance.
- 2.3.3 The Bidder shall provide a satellite coverage map that must include all sea areas surrounding the European Union with an EU or EFTA country. The satellite coverage map must include the satellite footprint in dBW values.
- 2.3.4 The contracted SATCOM solution could operate in any frequency band available on the satellite service provider satellite network, and also in a combination of different bands meeting the bandwidth availability and throughput requirements.
- 2.3.5 The Bidders shall guarantee that their system is able to interoperate with several off-the-shelf terminals available on the market and/or to put at disposal of the Agency's RPAS Service Providers contracts for leasing the SATCOM terminal. This should allow the Agency's RPAS Service Providers to choose the terminal that could fit best to their platform.
- 2.3.6 The Bidders shall analyse EMSA's BRLOS requirements for payload data and Command and Control link and assess the feasibility of various SATCOM architectures taking into account the following aspects: link budget requirements, latency, coverage area, deployment effort and associated cost of the SATCOM solution. The Bidders shall justify the SATCOM solution of choice in accordance with: the requirements, the minimisation of the implementation risk and the best use of the financial project resources.

### Specific for Lot 3:

- 2.3.7 This procurement, under Lot 3 shall cover the provision of satellite internet to guarantee seamless internet access at the RPAS operations sites.
- 2.3.8 The Bidders shall analyse the requirements for the satellite internet connection in terms of network throughput, latency, coverage of areas of interest, deployment effort and associated cost; and find a viable solution maximizing the performance and reducing the cost.
- 2.3.9 The contract for satellite internet provision shall comprise not only the service set-up, the capacity provision and the maintenance but also the leasing of all the necessary equipment (VSAT, modem, etc.). All leased equipment must be portable and suitable to be used on the ground or to be mounted on a ship for Vertical Take-off and Landing (VTOL) RPAS operations.

## **2.4 Content of the bid**

2.4.1 The Bidders shall provide a detailed technical and economical description of the solution proposed for each of the lots they are tendering for. The technical proposal shall provide the rationale for the intended contract activities and will be the contractual reference document describing the proposed scope of the provision of services. The proposed solution analysis shall incorporate a viable pricing scheme for the capacity provision and a sustainable governance mechanism to support it. The Appendix 2 Technical Tender Template shall be taken as reference to draft the content of the bid.

2.4.2 For each of the lots, the bid must include the following information:

- **Service requirements**

This section shall include an analysis of the service requirements and a comprehensive description of the high level performance requirements.

The requirements shall be analysed in terms of Quality of Service (QoS) and service continuity, integrity and availability. The Bidder shall describe to which extent the proposed solution could fulfil the above mentioned requirements.

- **Overall system architecture**

The system description should incorporate a technical analysis intended to define and specify the overall system architecture starting from the high level system design down to its building blocks.

- **System and subsystem requirements**

The Bidder shall provide a description of the set-up plan and a list of the elements (software, hardware and services) to be made available. The Bidder shall clearly indicate the source of procurement for the different elements (e.g. purchasing of commercial products, equipment leasing, developments performed in the contract) and the associated economic value.

For the hardware and software items to be procured, the Bidder shall provide the detailed technical specifications, taking into account the compliance with relevant international standards.

A complete set of requirements applicable to the different systems and subsystems of the proposed system must be presented. To facilitate formal traceability of the different requirements the Bidder shall establish a methodology to classify each requirement.

- **Set-up plan**

A set-up plan addressing the installation of all necessary service elements (software, hardware, etc.) shall be included as part of the proposal. The set-up plan must illustrate in a concise and conceptual manner the logical execution of the proposed activities from contract award to contract end. It shall define and include decision points on which the course of the development will depend.

- **List of compatible on-board terminals (Lots 1,2)**

A list of compatible terminals to be fitted to the Agency's RPAS platforms shall be delivered. The Tenderers should include a list of monthly/yearly leasing prices for the SATCOM terminals, in case they envisage to offer leasing contracts to the Agency's RPAS Services Providers.

- **VSAT leasing for satellite internet service (Lot 3)**

The provision of the VSAT and all associated communication equipment shall cover all time consumed in service set-up and service provision, and in transporting the equipment.

- **Capacity provision**

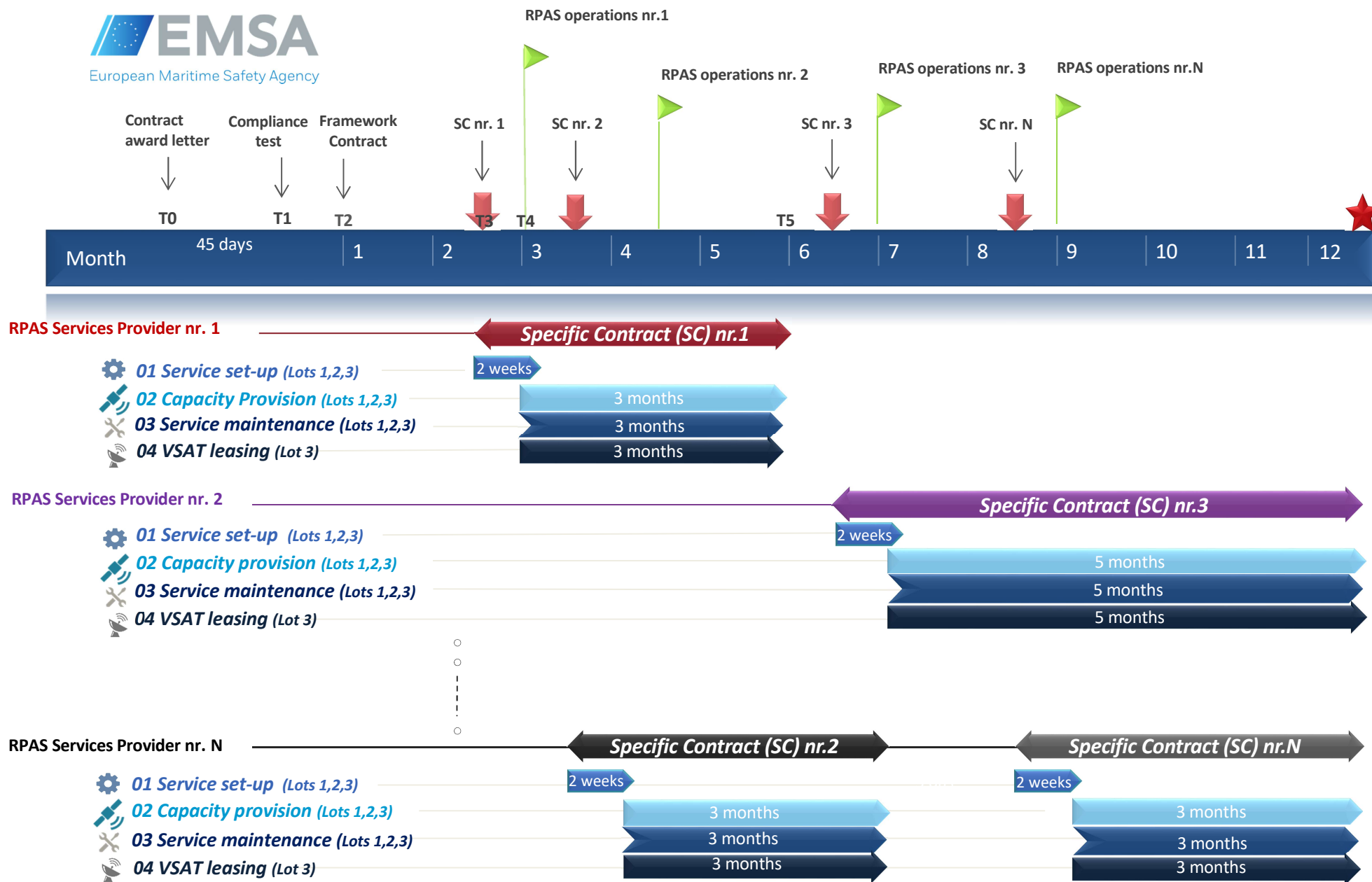
The satellite capacity provision offered for each one of the lots shall be compliant with the applicable requirements defined in point 2 of Appendix 1 Technical Specifications.

### **3 Contract modules, timings and associated cost**

#### **3.1 General Considerations**

- 3.1.1 Please note that the term Specific Contract (SC) will be used in this document and covers the specific “service” which is requested by the Contracting Authority for a specific area and a determined period of time from one of the FWC Contractors.
- 3.1.2 Each SC is intended to cover the provision of SATCOM and/or satellite internet services for one RPAS operations deployment. Each deployment can be assigned to a different RPAS Services Provider. Consequently for each SC, the Contractor might be required to work with a different RPAS Services Provider, thus with a different RPAS platform and SATCOM terminal. These aspects must be taken into account for the provision of services under the SC in force.
- 3.1.3 Depending on the scheduled RPAS operations, EMSA will activate a SC under Lots 1 or 2 and when required an additional SC will be activated under Lot 3.
- 3.1.4 For Lots 1,2; the following modules and associated cost elements over time will apply:
  - Module\_01: service set-up
  - Module\_02: capacity provision
  - Module\_03: service maintenance
- 3.1.5 For Lot 3 the following modules and associated cost elements over time will apply:
  - Module\_01: service set-up
  - Module\_02: capacity provision
  - Module\_03: service maintenance
  - Module\_04: VSAT leasing
- 3.1.6 Please be aware that multiple SCs could run in parallel (an example of multiple SCs over a year has been depicted in Fig.1).





Legend (details see text below):

- SC activation request: information to the Contractor that a SC is planned.
- Service set-up: means any preparations and adjustments needed to be ready for the service provision. The set-up are all the activities associated to the installation and configuration of the service
- Capacity provision: means all the activities associated to the SATCOM capacity and satellite internet service provision
- Service maintenance: means all the activities associated to the service, hardware and software maintenance
- VSAT leasing: means all the activities related to the VSAT and communication equipment leasing (Lot 3 only)

With:

- T0: contract award letter
- T1: compliance test of the solution offered by the foreseen Contractor (after 45 days of sending the contract award letter)
- T2: signature of the FWC after the successful compliance test of the offered configuration
- T3: signature of the SC including set-up, capacity provision, maintenance and VSAT leasing. The activation of a new SC can happen during the course of an in force SC. It is the intention to send the SC activation request with at least 30 days notice for Lot 1,2 and 15 days notice for Lot 3
- T4: end of set-up phase and start of RPAS operations
- T5: end of RPAS operations

### 3.2 Lots 1,2

- 3.2.1 The Contracting Authority assumes that the solution for SATCOM services proposed by the Bidders fulfils the service performance requirements stated in the bid and the minimum requirements as per Appendix 1 Technical Specifications.
- 3.2.2 Therefore the Contracting Authority expects to have a first **on-ground compliance test** with the system configuration offered in the bid within 45 days after sending of the award letter to the foreseen Contractor. This compliance test can take place at the Contractor's premises or at a location available to the Contractor and shall fulfil the essential requirements as described in point 5 of Appendix 1 Technical Specifications
- 3.2.3 After the successful test of the offered configuration, the Framework Contract (FWC) will be signed by the Contracting Authority.
- 3.2.4 **If the Bidder does not successfully pass the on-ground compliance test of the configuration as offered in the bid within 45 days, the Contracting Authority is entitled to immediately amend the award decision and award the contract to another Bidder without paying any compensation of the work undertaken so far by the Bidder.**
- 3.2.5 The Specific Contract (SC) activation request will be sent to the Contractor when an end user has formally expressed the request for RPAS operations with BRLOS communication capabilities with at least 30 days notice. Please refer to section 8.1.2 for more information on the criteria for implementation of the cascade mechanism among the different contractors.
- 3.2.6 Final condition for the SC signature is the availability of a compatible SATCOM terminal on-board of the RPAS or ready to be fitted to the RPAS platform with a minimum installation and configuration effort.
- 3.2.7 Therefore it is compulsory to provide a list of compatible and presently available on the market SATCOM terminals in the bid, and in order to minimize the implementation risk it is requested to include the yearly/monthly prices for the leasing of the SATCOM terminal in case it is envisaged to offer leasing contracts to the Agency's RPAS Services Providers.
- 3.2.8 A new SC activation might be requested in parallel, so that RPAS operations can follow directly another one, or that operations can be performed in parallel. In this case the Contractor should be able to provide services simultaneously to several RPAS Services Providers and to cover several geographical areas.
- 3.2.9 If the Contractor fails to provide SATCOM services as requested and according to the specifications, the Contracting Authority may terminate the contract in line with the relevant provisions of the FWC.
- 3.2.10 **Module\_01: Service set-up**
  - 3.2.10.1 Each SC for provision of SATCOM services will be signed at the beginning of module\_01.
  - 3.2.10.2 Module\_01 shall cover all the aspects related to the SATCOM service set-up. The detailed activities requested for module\_01 are described in point 1.1.1 of Appendix 1 Technical Specifications.
  - 3.2.10.3 For the service set-up the Contractor must give a scope of work and a detailed set-up schedule with the expected in-service date.

- 3.2.10.4 The allocated time frame for the implementation of module\_01 is two weeks prior to the start of the RPAS operations. The Contractor must be available during that period to perform any necessary service set-up activity (in-house, at the RPAS operations site or at the RPAS Services Provider's premises).
- 3.2.10.5 On-site service set-up activities should not exceed one week (within the above 2 weeks of module\_01) and must be planned and agreed at least one week in advance with the Contracting Authority.
- 3.2.10.6 The very first "service set-up" will be finalised with the successful acceptance of the "minimum requirements" as requested in point 6 of Appendix 1 Technical Specifications. This acceptance will be an **in-flight test** that could take place either at the RPAS Services Provider's facilities or at the site selected for the RPAS operations.
- 3.2.10.7 At least one **operational briefing** will be held before the start of each RPAS operations, this briefing must include a BRLOS flight with the SATCOM service fulfilling the "minimum requirements" as accepted during the very first "service set-up, as indicated in point 7 of Appendix 1 Technical Specifications.
- 3.2.10.8 The service set-up will be a capital cost; it will be charged one-time per SC.
- 3.2.10.9 The service set-up cost will be settled on a quarterly basis.
- 3.2.11 **Module\_02: SATCOM capacity provision**
- 3.2.11.1 The successful SC activation and the set-up (module\_01) are a pre-requisite for module\_02 and module\_03.
- 3.2.11.2 Module\_02 shall cover all the aspects related to the SATCOM capacity provision. The detailed activities requested for module\_02 are described in point 1.1.2 of Appendix 1 Technical Specifications.
- 3.2.11.3 For each SC, module\_02 will have a minimum duration of three months with possibility of extension.
- 3.2.11.4 The Contractor must be able to provide SATCOM services every day during the course of the RPAS operations.
- 3.2.11.5 The Contractor must guarantee sufficient coverage over the whole Area of Interest (Aoi) for the RPAS operations.
- 3.2.11.6 The Contractor should evaluate the Agency's capacity needs and provide the following pricing schema: a price per-unit rate (€/GB) for the data volume transferred through the satellite service provider network; the service should be charged based on the actual data volume consumption.
- 3.2.11.7 For billing purposes the data traffic must be measured on the satellite service provider server. The network traffic (effective throughput) for the payload data and the Command and Control link must be monitored, recorded and stored from the first to the last day of the month. On the last day of the month a final calculation of the data volume consumption shall be made. The calculation method used to compute the data volume must be transparent to the Contracting Authority.

3.2.11.8 The Contractor must generate a monthly service report including the information on the data volume consumption; this report should be sent to the Contracting Authority within one week after the end of the month for its review. This shall allow providing the Contracting Authority with the most accurate possible reading of the data volume transferred through the satellite service provider network and delivering the defined Service Level Agreement (SLA).

3.2.11.9 The capacity provision costs will be calculated on a monthly basis.

3.2.11.10 The capacity provision costs will be settled on a quarterly basis.

### **3.2.12 Module\_03: Service maintenance**

3.2.12.1 Module\_03 shall cover all necessary service maintenance activities during the course of the SATCOM capacity provision.

3.2.12.2 The mission of the maintenance activities is to maintain the service and all related equipment in a full operational status, as indicated in point 1.1.3 of Appendix 1 Technical Specifications.

3.2.12.3 The maintenance costs will be a monthly fee.

3.2.12.4 The maintenance costs will be settled on a quarterly basis.

## **3.3 Lot 3**

3.3.1 The Contracting Authority assumes that the solution for the satellite internet service proposed by the Bidder fulfils the service performance requirements as per Appendix 1 Technical Specifications.

3.3.2 The SC activation request will be sent to the Contractor when an end user has formally expressed a request for RPAS operations in a location where the satellite internet service is required with at least 15 days notice. Please refer to section 8.1.2 for more information on the criteria for implementation of the cascade mechanism among the different contractors.

3.3.3 Final condition for the SC signature for satellite internet provision is that all leased equipment (VSAT and communication equipment) is available in-house and ready to be shipped to the location where the RPAS operations will take place.

3.3.4 A new SC activation might be requested in parallel, so that RPAS operations can follow directly another one, or that operations can be performed in parallel. In this case the Contractor should be able to provide simultaneously services to several RPAS Services Providers and cover several geographical areas.

3.3.5 At least one operational briefing will be held before the start of the RPAS operations, this briefing must include the satellite internet connection fulfilling the "minimum requirements" as accepted during the very first "service set-up".

3.3.6 If the Contractor fails to provide the satellite internet service as requested and according to the specifications, the Contracting Authority may terminate the contract in line with the relevant provisions of the FWC.

### 3.3.7 **Module\_01: Service set-up**

- 3.3.7.1 Each SC for satellite internet provision will be signed at the beginning of module\_01.
- 3.3.7.2 Module\_01 should be the time when the Contractor will install and configure all the hardware and software needed for the provision of the satellite internet service. The detailed activities requested for module\_01 are described in point 1.2.1 of Appendix 1 Technical Specifications.
- 3.3.7.3 For the satellite service set-up the Contractor must give a scope of work and a detailed deployment schedule with the expected in-service date.
- 3.3.7.4 The allocated time frame for the implementation of module\_01 is two weeks prior to the start of the RPAS operations.
- 3.3.7.5 On site service set-up activities should not exceed one week and must be planned and agreed at least one week in advance with the Contracting Authority.
- 3.3.7.6 The very first “service set-up” will be finalised with the successful **acceptance test** of the “minimum requirements” as requested in point 6 of Appendix 1 Technical Specifications. This acceptance will take place at the site selected for the RPAS operations.
- 3.3.7.7 At least one **operational briefing** will be held before the start of each RPAS operations, this briefing must verify that the internet connection fulfils the “minimum requirements” as accepted during the very first “service set-up, as indicated in point 7 of Appendix 1 Technical Specifications.
- 3.3.7.8 The service set-up will be a capital cost; it will be charge one-time per SC.
- 3.3.7.9 The service set-up cost will be settled on a quarterly basis.

### 3.3.8 **Module\_02: Satellite internet capacity provision**

- 3.3.8.1 The successful SC activation and the set-up (module\_01) are a pre-requisite for module\_02 and module\_03.
- 3.3.8.2 Module\_02 shall cover all the aspects related to the provision of satellite internet. The detailed activities requested for module\_02 are described in point 1.2.2 of Appendix 1 Technical Specifications.
- 3.3.8.3 For each SC, module\_02 will have a minimum duration of three months with possibility of extension.
- 3.3.8.4 The Contractor must be able to provide satellite internet service every day during the course of the RPAS operations.
- 3.3.8.5 The Contractor must guarantee sufficient coverage over the Area of Interest (Aoi) for each specific RPAS operations.
- 3.3.8.6 The capacity provision costs will be calculated based on a monthly basis.
- 3.3.8.7 The capacity provision costs will be settled on a quarterly basis.

### **3.3.9 Module\_03: Service maintenance**

- 3.3.9.1 The Contractor shall be responsible for all the service maintenance activities during the course of the internet capacity provision.
- 3.3.9.2 The mission of the maintenance activities is to maintain the service in a full operational status as indicated in point 1.2.3 of Appendix 1 Technical Specifications.
- 3.3.9.3 The maintenance costs will be a monthly fee.
- 3.3.9.4 The maintenance costs will be settled on a quarterly basis.

### **3.3.10 Module\_04: VSAT leasing**

- 3.3.10.1 During the course of the service provision, the Contractor shall be responsible for the leasing of the VSAT and all the communication equipment (e.g. modem, hub, switches, etc.) required to provide its satellite internet solution. The activities required for module\_04 are described in point 1.2.4 of Appendix 1 Technical Specifications
- 3.3.10.2 The equipment leasing costs will be calculated on a monthly basis.
- 3.3.10.3 The equipment leasing costs will be settled on a quarterly basis.

## **3.4 General requirements**

For Lots 1,2 and 3:

- 3.4.1 Project management requirements as defined in point 3 of Appendix 1 Technical Specifications are applicable to all lots .
- 3.4.2 Quality assurance requirements as defined in point 4 of Appendix 1 Technical Specifications are applicable to all lots.

## **4 Contract management responsible body**

- 4.1.1 EMSA– Unit C.3, in charge of Maritime Surveillance, will be responsible for managing the contract.

## **5 Timetable**

- 5.1.1 The estimated date for signature of the Framework Contract (FWC) is expected to be the last quarter of 2018.
- 5.1.2 For each deployment, SATCOM and satellite internet services will be procured through the signature of a Specific Contract (SC).
- 5.1.3 The module\_01 shall not last longer than two weeks after the signature of the SC.
- 5.1.4 Module\_02, module\_03 and module\_04 (only for Lot 3) shall be in force throughout the whole duration of the deployment, from the end start until the end of the RPAS operations.

Milestone		Timeline	Comment
<b>Initial Phase</b>			
<b>T0</b>	Contract award letter is sent to the successful Tenderer		
<b>T1</b>	On-ground compliance test	T0+45 days	At the Tenderer's premises or chosen location
	Delivery of documentation	T1+1 week max	Results of on-ground compliance test
<b>T2</b>	Signature of the FWC after successful test of the offered configuration.	T0+7 weeks	KOM at the Contracting Authority's premises
	Kick-off meeting (KOM)	T2+1 week max	
	Update of the PMP and the QA plan	T2+1 week max	
<b>Specific Contract (SC) nr. 1</b>			
<b>T3</b>	SC activation request	30 days notice (Lot 1,2) 15 days notice (Lot 3)	
	Signature of the first SC module_01		
	In-flight test/internet connection test for the first set-up (applicable to all SCs and all lots)		At the RPAS Services Provider's facilities or at the RPAS operations site
	Operational briefing (applicable to all SCs and all lots)		At the RPAS operations site
<b>T4</b>	Delivery of documentation	T3+2 weeks	Results of in-flight/ internet connection test and operational briefing
	Start of RPAS operations module_02 module_03 module_04 (only for Lot 3)	T3+2 weeks	
<b>T5</b>	Delivery of documentation	T3+ 3 weeks	Service report
	End of RPAS operations	T4+3 months (with possible extension)	



<b>Specific Contract (SC) nr.N</b>			
<b>T6</b>	SC_N	The signature of the second and the following SC might be requested already during the course of the first SC	It will depend on the demand of RPAS operations using BRLOS communications
<b>T7</b>	Possible extension of FWC for an additional year at EMSA request	T2+ 2 years	New SCs foreseen during this period
<b>T8</b>	Possible extension of FWC for a second additional year at EMSA request	T2+ 3 years	New SCs foreseen during this period
<b>T9</b>	End of FWC	T2+ 4 years	Execution of tasks as contracted via SC before expiry of FWC may last 6 months after expiry of the FWC.

- 5.1.5 The table above represents the indicative plan for the implementation of the FWC, which is not binding on the Contracting Authority and may be adapted during the contractual period.
- 5.1.6 If the Contractor has to deviate from the given timeline, justification for the deviation(s) must be given. The Contracting Authority reserves the right to disagree with the deviations and the proposed time plan.
- 5.1.7 The KOM will be held at the Contracting Authority's premises either at the date of the signature of the FWC, or shortly thereafter. Its purpose shall be to enable the contracting parties to discuss the project to be fulfilled by the Contractor, as well as to settle all the details of the work to be undertaken.
- 5.1.8 The Contractor's project manager, responsible for the work to be undertaken and the Contractor's key technical staff shall be present at the KOM.

## **6 Estimated Value of the Contract**

- 6.1.1 The estimated budget available for the contract, including all Lots, is **EUR 3,384,000** excluding VAT. The budget must cover all costs of the contract for all contractors and all lots (e.g. costs for setting up the service, testing, operations, maintenance and upgrades, meetings, and travelling – if applicable) for the duration of the contract (the two years plus the possible renewal for one year and additional renewal for another year
- 6.1.2 This value does not indicate that this amount will be spent by the Contracting Authority under the contract. Actual commitment from EMSA for purchasing of services is performed through the signature of Specific Contracts (SCs).

6.1.3 Additional maximum price ceilings are indicated in Appendix 3 Financial Tender template to these Tender Specifications<sup>2</sup> for Tenderers to cross check their financial tender against them. Bids that include prices over those maximum ceilings will be rejected and not be considered for award:

**a) Lot 1:**

- The maximum price for the services under Module 1 ( $P_{\text{mod 1 fixed}}$ ) is 15,000 EUR
- The maximum price for the services under Module 3 ( $P_{\text{mod3 fixed}}$ ) is 3,000 EUR per month

**a) Lot 2:**

- The maximum price for the services under Module 1 ( $P_{\text{mod 1 fixed}}$ ) is 20,000 EUR
- The maximum price for the services under Module 3 ( $P_{\text{mod3 fixed}}$ ) is 3,000 EUR per month

**b) Lot 3:**

- The maximum price for the services under Module 1 ( $P_{\text{mod 1 fixed}}$ ) is 15,000 EUR
- The maximum price for the services under Module 3 ( $P_{\text{mod3 fixed}}$ ) is 3,000 EUR per month
- The maximum price for the services under Module 4 ( $P_{\text{mod4 fixed}}$ ) is 3,000 EUR per month

## **7 Terms of payment**

Payments shall be issued in accordance with the provisions of the draft Framework Contract available under the dedicated section of the procurement procedure on the e-Tendering platform at <http://simap.ted.europa.eu/>.

## **8 Terms of contract**

8.1.1 When drawing up a bid, the Tenderer should bear in mind the terms of the draft Framework Contract.

8.1.2 The mechanism for implementing the FWC per Lot will be in cascade, which means that the Contracting Authority will rank the Contractors as follows: Contractors will be chosen according to their fulfilment of the capabilities requested for each service deployment, with the highest ranked Contractor being evaluated first. The cascade for any SC will be activated based on the following criteria (for Lots 1 and 2):

- Area of interest (Aol) coverage for the RPAS operations
- SATCOM service compatibility with the terminal on board of the RPAS selected for the operations.

Service requests shall be placed with the Contractor which meets both of these conditions. If this Contractor is not willing to supply the requested services, EMSA will then proceed to request services from the next Contractor ranked most highly in the evaluation, that has complete Aol coverage for the respective deployment.

For Lot 3 only the following will apply:

- Area of interest (Aol) coverage for the RPAS operations.

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<sup>2</sup> *Tender Specifications Appendix 3 Financial Tender Template*

## **9 Financial guarantees**

*Not applicable*

## **10 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>3</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. However, the selection criteria may apply individually where it is relevant in view of their nature.

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

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 15.5 and 16 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>4</sup>

The Tenderer shall complete Appendix 4 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". This document is available on the Procurement Section (Financial Identification Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

## **12 Submission via the e-Submission application**

You shall submit your tender electronically via e-Submission in one of the official languages of the European Union through the e-Tendering website and before the closing date for the tenders reception as described in the Invitation to tender.

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<sup>3</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>4</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).

The detailed steps on how to access and use e-Submission are provided in Appendix 6 – *E-Submission Guidelines*, attached to these Tender Specifications.

The Tenderer must provide the following information using e-Submission:

- c) **Cover 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.
- d) **The Financial Identification Form** - completed. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).
- e) **The Legal Entity Form** - completed, along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).
- f) All the information and documents required by the Contracting Authority for the appraisal of tenders on the basis of the points **10, 14, 15.2, 15.6** of these specifications (part of the exclusion criteria).
- g) 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 **15.4** of these specifications.
- h) 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 **15.5** of these specifications.
- i) 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 **0** of these specifications, by filling in the technical tender template and adding any necessary additional evidence
- j) Setting out **prices** in accordance with point **0** of these specifications.
- k) **Tender Preparation Report** – generated by e-Submission.

Tenderers are exempt from submitting the Legal Entity Form and Financial Identification 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 shall simply indicate on the cover letter the bank account number to be used for any payment in case of award.

In e-Submission please fill in all mandatory fields (marked with a star\*) and other fields as appropriate. All tenders must be clear, complete and consistent with all the requirements laid down in the Tender Specifications including the above instructions. The documentary evidence/documents required in the Tender Specifications must be uploaded in e-Submission. Tenders not uploading the necessary documents may be rejected.

### 13 Price

- a) Prices for SATCOM services shall include all price elements as requested in Appendix 3 Financial Tender template. In the financial tender template, Tenderers will be requested to submit the following prices applicable for the service different modules in Lots 1,2:

Module and Price	Comment (see Appendix 3 for more details)
<b>Module_01</b> <b>Service set-up</b>	
	$P_{mod\ 1}$ Fixed fee per SC
<b>Module_02</b> <b>Capacity provision</b>	
	$P_{mod\ 2}$ Variable price per-unit rate for actual data volume consumption (€/GB)
<b>Module_03</b> <b>Service maintenance</b>	
	$P_{mod\ 3}$ Fixed monthly fee

- b) Prices for satellite internet service shall include all price elements as requested in Appendix 3 Financial Tender template. In the financial tender template Tenderers will be requested to submit the following prices applicable for the different service modules in Lot 3:

Module and Price	Comment (see Appendix 3 for more details)
<b>Module_01</b> <b>Service set-up</b>	
	$P_{mod\ 1}$ Fixed fee per SC
<b>Module_02</b> <b>Capacity provision</b>	
	$P_{mod\ 2}$ Fixed monthly fee
<b>Module_03</b> <b>Service Maintenance</b>	
	$P_{mod\ 3}$ Fixed monthly fee
<b>Module_04</b> <b>VSAT Leasing</b>	
	$P_{mod\ 4}$ Fixed monthly fee

- c) Prices must be quoted in Euro.  
d) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.  
e) 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.

#### 14 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.

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

### **15.1 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)).

### **15.2 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 EU or national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it is subject to a final judgement or a final administrative decision establishing that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity 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 or entities with the aim of distorting competition;
  - iii. violating intellectual property rights;

- iv. attempting to influence the decision-making process of the authorising officer responsible 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 or entity 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 or entity has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget;
- f) it is subject to a final judgement or a final administrative decision establishing that the person or entity 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 candidate is subject to:
- i. facts established in the context of audits or investigations carried out by the Court of Auditors, European Anti-Fraud Office or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer;
  - 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 entities and persons implementing Union funds pursuant to point (c) of Article 61(1) of the Financial Regulation or of entities implementing the budget pursuant to Article 62 of the Financial Regulation;
  - 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.

### **15.3 Legal and regulatory capacity – Selection criteria**

The Tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.

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

#### **15.4.1 Requirements:**

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

#### 15.4.2 Evidence:

- b) Financial statements or their extracts for the last three years for which accounts have been closed. In case the accounts have not been closed for the fiscal years 2016 and 2017, the Tenderer may submit draft accounts duly stamped and signed by the relevant person.
- c) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years available. In case turnovers are not finalised for the fiscal years 2016 and 2017, the Tenderer may submit draft statements duly stamped and signed by the authoring person.
- 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 the provided documents are up-to-date. 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.

### 15.5 Technical and professional capacity – Selection criteria

The Tenderer shall show the experiences as detailed in the following sections.

#### 15.5.1 Professional capacity by staff

##### 15.5.1.1 Requirements:

- a) The Project Manager or lead for the contract shall have relevant project management experience of at least 5 years.
- b) The operational, logistical, maintenance and other support staff should have at least 3 years of relevant experience in the required tasks.

##### 15.5.1.2 Evidence:

- a) The Bidder shall provide a detailed curriculum vitae in the European format (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>) for each key staff member as per Requirements above.



## **15.5.2 Maturity of the Configuration Offered**

### **15.5.2.1 Requirements:**

- a) The Tenderer must have and demonstrate the maturity of the SATCOM configuration offered.

### **15.5.2.2 Evidence:**

- a) The awarded Tenderer will be required to perform within 45 days of the contract award an initial compliance test of the offered configuration. The awarded Tenderer will be requested to deliver a test results report.

The final location of the test must be confirmed to EMSA at least 2 weeks in advance. All costs shall be borne by the awarded company. In case the tests are not successful the company is not entitled to any compensation.

EMSA will attend the configuration test which can be performed at a location of choice of the awarded company.

The awarded Tenderer should note that the signature of the Framework Contract will be conditioned to the successful completion of the initial compliance test.

## **15.6 Declaration of Honour**

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 only 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 15.2 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 15.2 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.

The successful Tenderer must provide the documents mentioned as supporting evidence before signature of the contract and within the deadline given by EMSA. This requirement applies to each member of the group in case of joint tender.

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

## 16 Award criteria

### 16.1 General

- 16.1.1 Framework Contracts (FWC) will be awarded to the Tenderer who submits the most economically advantageous bid (the one with highest score) based on the following quality criteria and their associated weightings.
- 16.1.2 Each quality and price criterion will be weighted in order to contribute to the overall score  $S$ . Only a bid that has reached the below listed minimum value for each quality criterion  $Q_i$  will be taken into consideration when calculating the score for quality  $SQ$ , the score for price  $SP$  and the overall score  $S$ .
- 16.1.3 The quality and price criteria are given in the following table:

Criterion	Title	Weighting	Section
<b>Q_1</b>	Fulfilment of technical requirements	$W_{Q\_1} = 60\%$	16.2
<b>Q_2</b>	Quality assurance of service provision	$W_{Q\_2} = 10\%$	16.3
<b>P</b>	Price	$W_P = 30\%$	16.4

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

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 tenders that have reached a minimum of 50 % for  $Q_1$ , a minimum of 50 % for  $Q_2$ , will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

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

## 16.2 Quality criterion 1: Fulfilment of technical requirements (60%)

16.2.1 The Contracting Authority will evaluate the level of fulfilment of the technical requirements in accordance with the elements of the bid listed in the table below.

Evaluation elements	Breakdown of the weighting factor
<b>Element 1 – Adequacy of the implementation proposal to the requirements</b>  Implementation concept selection, together with the technical evidence of its validity in terms of feasibility and development risk.	10
<b>Element 2 – Technical proposal</b>  Quality and suitability of proposed work programme and adequacy of service provision approach.  Compliance of the proposal with the technical requirements and technical performance of the solution in terms of: <ul style="list-style-type: none"> <li>- Service set-up time</li> <li>- Service availability</li> <li>- Coverage map of Areas of Interest (Aoi)</li> <li>- Link budget</li> <li>- Satellite frequency band</li> <li>- QoS (Quality of Service)</li> <li>- Latency</li> </ul>	30
<u>For Lots 1,2:</u> <ul style="list-style-type: none"> <li>- BRLOS communications effective bitrate</li> <li>- Compatibility of SATCOM terminals with the proposed solution</li> </ul>	

<u>Specific for Lot 3:</u> <ul style="list-style-type: none"> <li>- Network throughput</li> </ul> Refer to point 2 of Appendix 1 Technical Specifications	
<b>Element 3 –SATCOM terminal and VSAT and communication equipment</b> <u>For Lots 1,2 this element will be considered advantageous:</u> The quality and leasing conditions for the compatible SATCOM terminals included in the bid, to be put at the disposal of EMSA’s RPAS services providers.	
	<b>20</b>
<u>Specific for Lot 3:</u> The quality and leasing conditions for the VSAT and communication equipment offered to EMSA in view of the Appendix 1 Technical Specifications	
<b>Total Q_1</b>	<b>60</b>

### 16.3 Quality criterion 2: Quality Assurance of service provision (10%)

16.3.1 The quality assurance procedures to perform the tasks under the terms of the contract will be evaluated according to the following elements.

Evaluation element	Breakdown of the weighting factor
<b>Element 1 – Project management plan</b> Compliance of the work programme with the administrative tender conditions and adequacy of management, costing and planning for the execution of the work. Management plans for schedule, cost, AIV (Assembly, Integration and Verification), service maintenance, resource allocation, quality, risk, non-conformance, documentation, etc. Refer to point 3 of Appendix 1 Technical Specifications	
	<b>5</b>
<b>Element 2 – Quality assurance plan</b> Quality assurance plan for the provision of SATCOM services, including: planning, configuration control, satellite and ground station monitoring, service reporting, maintenance, etc. Refer to point 4 of Appendix 1 Technical Specifications	
	<b>5</b>
<b>Total Q_2</b>	<b>10</b>

#### 16.4 Price award criteria (30%)

16.4.1 The evaluators shall consider all the following price elements for the evaluation of the bid.

16.4.2 The Bidders are requested to fill in Appendix 3 Financial Tender Template.

16.4.3 The price award criteria will be evaluated per Lot. For each Lot, the price for a Specific Contract (SC) will be considered.

16.4.4 For Lot 1 the price evaluation shall be done based on the following assumptions, which describe three months of service operation.

SC description – Lot 1	
Average duration of SC	3 months
A - module_01 (service set-up) one-off activations	1
N - average module_03 and module_02 service duration	3 months
Average number of RPAS flight hours per month	200
Average return link data rate	≥2Mbps
Command and Control link data rate	54 to 256 Kbps
V - estimated volume of GB consumption per month	200 GB

16.4.5 For Lot 2 the price evaluation shall be done based on the following assumptions, which describe three months of service operation.

SC description – Lot 2	
Average duration of SC	3 months
A - module_01 (service set-up) one-off activations	1
N - average module_03 and module_02 service duration	3 months
Average number of RPAS flight hours per month	200
Average return link data rate	≥5Mbps
Command and Control link data rate	54 to 256 Kbps
V - estimated volume of GB consumption per month	350 GB

16.4.6 For Lots 1,2: in module\_02 the Bidder shall introduce a price per-unit rate (€/GB) for the actual data volume consumption

16.4.7 For Lot 3 the price evaluation shall be done based on the following assumptions, which describe three months of service operation.

SC description – Lot 3	
Average duration of SC	3 months
A - module_01 (service set-up) one-off activations	1
N - average module_03, module_02, module_04 service duration	3 months

16.4.8 The total price of bid i is calculated as follows:

- For Lots 1,2:

$$P_i = (P_{mod_{01}} \times A) + (P_{mod_{02}} \times N) + (P_{mod_{03}} \times N)$$

Where  $P_{mod_{02}} = V \times P_{GB}$

- For Lot 3:

$$P_i = (P_{mod_{01}} \times A) + (P_{mod_{02}} \times N) + (P_{mod_{03}} \times N) + (P_{mod_{04}} \times N)$$

For each Lot the total price of the SC for the evaluation will be calculated automatically in the financial tender template and will appear on the right bottom corner of the grid when the Tenderers have filled all prices requested in the white cells.

## 17 Rejection from the procedure

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

- are in an exclusion situation;
- have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- were previously involved in the preparation of procurement documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

## **18 Intellectual Property Right (IPR)**

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

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

## **19 Special negotiated procedure under Article 134(1)(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.