

Tender specifications

Attached to the Invitation to tender

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Invitation to tender No. EMSA/OP/10/2018 for Contracts for RPAS VTOL Services for Emissions Monitoring and Maritime Surveillance

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council¹ for the purpose of ensuring a high, uniform and effective level of maritime safety, as amended. 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.

Emissions from shipping due to the combustion of marine fuels with a high sulphur content contribute to air pollution in the form of sulphur dioxide and particulate matter, which harm human health and the environment and contribute to acid deposition. Directive (EU) 2016/802, known as the 'Sulphur Directive' lays down the maximum permitted sulphur content of heavy fuel oil, gas oil, marine gas oil and marine diesel oil used in the Union. Since 1 January 2015, new sulphur content limits apply to the marine fuels used by ships operating within the Emission Control Areas (ECAs). (0,10 % sulphur limits by mass), while for ships trading in sea areas outside SECAs the allowable limits are 0.1% sulphur by mass for ships at berth in EU ports, 1.50% for Passenger ships on regular services and 3.5 % for all other ships. As from 1 January 2020 the limit for sulphur in fuel oil used on board ships will be 0.50 %. EMSA facilitates a harmonized reporting of the implementation and enforcement of the Sulphur Directive by the Member States. To this end, the Agency developed the dedicated European Union information system known as THETIS-EU which serves as a platform to record and exchange information on the results of individual compliance verifications (inspections and fuel sampling) under Directive 2016/802 which is available since 1 January 2015. In 2017 THETIS-EU was further enhanced with a risk-based target mechanisms, including specific alerts from RPAS service.

Additionally, since 2016, Article 2b of the EMSA Regulation as amended reads, that EMSA in cooperation with the European Border and Coast Guard Agency (FRONTEX) and the European Fisheries Control Agency (EFCA), shall support national authorities carrying out coastguard functions at a national and Union level, by providing surveillance and communication services based on state-of-the-art technology, including space-based, aerial and ground infrastructures.

The Explanatory Memorandum of the European Commission (COM(2015)667, Proposal for amending the Regulation of EMSA, p.6) stipulates: The Agency will organise and provide, as an institutional service provider, RPAS [Remotely Piloted Aircraft Systems] services operations in support of European Border and Coast Guard Agency and border control authorities. This technology has a multipurpose character and can be used for a variety of public tasks at sea (border control, safety of navigation, Search and Rescue, pollution detection, fishery control, law enforcement actions). Strengthening the cooperation between the Agencies will further enhance synergies and multipurpose use of the same assets.

The provision of RPAS services for maritime surveillance will further increase maritime situational awareness of Member States by enhancing the maritime picture with additional sources of data. RPAS services will be offered to cover any Coast Guard task, budget permitting. This new service will facilitate Member States with carrying out their coastguard tasks at national or EU level.

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

This procurement aims at completing the portfolio of RPAS services that EMSA already started setting up in 2016 and that the three Agencies (EMSA, Frontex and EFCA) can offer to the Member States.

Throughout this document and related annexes the term “Tenderer” refers to those organisations submitting a tender in response to this invitation to tender. Tenderers shall address the requirements in their proposal as requested in the procurement documents. The term “the Contractor” refers to the successful tenderer with whom the final Framework contract has been signed and who shall perform the requested services and shall fulfil the requirements during the execution of the contract. The terms “Bid” or “Tender” will be considered equivalent. Also the term “contracting authority” refers to EMSA who is responsible for the Framework Contract for this service.

2. Objective, scope and description of the contract

2.1. Objective

The objective of this call for tender is to contract Remotely Piloted Aircraft Systems (RPAS) Vertical Take-Off and Landing (VTOL) services in the civil maritime domain in support of Emissions Monitoring and Maritime Surveillance activities. The provision of cost-efficient RPAS services in the maritime domain should include assets, tools and relevant expert staff to pilot the RPA, capture and disseminate the data.

2.2. Scope

The services foreseen in this tender are divided in **two lots** as follows:

- Lot 1: VTOL RPAS for Emissions Monitoring; and
- Lot 2: VTOL RPAS for Maritime Surveillance.

Lot 1 - VTOL RPAS for Emissions Monitoring services will focus on Emissions Monitoring covering the services indicated in section 2.2 of *Appendix 1 Technical Specifications* and the concept of operations and service requirements indicated in section 4.2 of *Appendix 1*. Within this lot the RPAS platforms must be able to take-off and land from shore. The RPAS platform will focus on short range operations and will be equipped with the necessary sensors needed for emissions monitoring.

Lot 2 - VTOL RPAS for Maritime Surveillance services will focus on maritime surveillance as indicated in section 2.3 of *Appendix 1*. The concept of operations and service requirements are indicated in section 4.3 of *Appendix 1*. Within this lot the RPAS platforms must be able to take-off and land vertically from shore or from vessels operated by the users. The RPAS platform will focus on short range operations and will be equipped with the necessary sensors needed for maritime surveillance.

The tender foresees multiple simultaneous deployments. In order to achieve that **two RPAS²** and necessary staff **must be available per lot** so that four deployments can run in parallel, two per lot.

The **technical specifications for the services are described in detail in *Appendix 1***. The tenderer should take note that the Contracting Authority requests a certain set of minimum/mandatory requirements, defined in section 4 of the *Appendix 1*, which have to be offered by the Tenderer in order for the bid to be considered for award.

² The Remotely Piloted Aircraft System (RPAS) includes the relevant aircraft (RPA), ground control system, launch and recovery equipment (if needed) and communication systems and any other relevant parts required to provide the services.

Areas of operation can be all sea areas surrounding the European Union with an EU or EFTA country or as a starting point of the service and if requested by governmental users, the service could be extended outside EU adjacent seas upon common agreement.

2.3. Description of the contract

Two framework service contracts (see the draft contract in annex to the invitation to tender) will be signed (one per lot) with the successful tenderers to which the contract is awarded subject to the condition precedent that the selection criteria defined in section 14.5 are met, including a live flight demonstration of the maturity of the RPAS offered configuration within 45 days of the award. Failure to meet these terms, will result in the amendment of the award decision and the award of the framework contract (FWC) to the tenderer ranked next in the evaluation of that lot.

Through this mechanism the contracting authority ensures that the first RPAS being requested per lot/contract is immediately available upon signature of the framework contract. Each Contractor is then given 6 months to make available the second RPAS.

The FWCs will be implemented for each RPAS operation (a specific country, flight area, purpose) through the signature of 2 **specific contracts** - SC-:

- SC for Mobilization Alert and Preparation (module 1)
- SC for Transport and On-Site set-up (module 2), On-Site Activities (module 3) and Flight Operations/Missions (module 4)

EMSA will initiate with the Contractor the signature of a SC for the *Mobilization Alert and Preparation* (Mod.1) following a request by a user to EMSA for a specific RPAS operation in a specific location. If the mobilization alert and preparation (including the request for permit to fly) is successful EMSA will sign an additional specific contract to start the operations to cover the costs of the services under modules 2, 3 and 4. As explained in 2.2 several deployments may run in parallel using a FWC.

Within each framework contract, the contracting authority will also offer a Specific Contract to cover the costs to integrate the RPAS data streams in the maritime surveillance applications of EMSA and in particular into the RPAS Data Center (RPAS-DC) (Module 5 of services).

The templates of SC can be consulted as part of the draft Framework contract.

Appendix 1 to these Tender specifications provides the detailed definition of the services to be provided under this contract for each module.

The framework contract awarded in each lot will be valid for two years with a possible first renewal for a further one year period and then a possible final and second renewal for another one year period if requested by the contracting authority.

3. Contract management responsible body

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

4. Project Planning and Timetable

The estimated date for signature of the contracts is 15 October 2018.

The table below provides a summary of the main milestones, deliverables and meetings foreseen:

	Event / Delivery	Date	Comment
Initial Phase (per Lot)			
T0	Contract Award letter is sent to the successful tenderers		
T1	Initial Configuration tests: Successful Live Flight Demonstration of the RPAS configuration offered by the successful tenderers	T0+45 days	At tenderers' premises or other chosen location by the successful tenderers. Refer to section 6.1 of Appendix 1 <i>Technical Specifications</i> . Refer to Appendix 2 and 3 <i>Initial configuration test</i>
T2	Signature of the framework contracts after successful test of the offered configurations. & Signature of <i>Mod.5 Interfacing</i> specific contract.	T0+8 weeks Estimated 15 October 2018	
T3	Kick-off meeting (KOM)	T2+1 week max KOM at EMSA premises in Lisbon	
T4	Update of the project plan. Delivery of capability test plan. Delivery of first draft of RPAS Passport.	T2+1 week max	Refer to section 9.2, section 6.2 and section 5 of <i>Appendix 1 Technical Specifications</i> .
T5	Delivery of documentation	To be agreed at KOM. Max T2+3weeks	Including all documents listed under section 5, section 6 and section 9 of <i>Appendix 1 Technical Specifications</i> .
T6	Delivery of Module 5 service (interfacing)	T2+6 months	

Deployment 1 (per lot)			
T7	Mobilisation alert and signature of the specific contract for Mod.1 for deployment 1	T2+ 1 week (tentative)	It is the intention to sign the first <i>Mod.1 Mobilisation Alert and Preparation</i> specific contract immediately after T2 as soon as a user formalizes a deployment request that corresponds to the capabilities of the contract.
T8	Signature of first specific contract for Mod.2, Mod.3 and Mod.4 for deployment 1	After completion of T7	The permit to fly must be available before the specific contract is signed for the specific deployment.
T9	Capability tests on first deployment site	T8+2 weeks	Contractor must be mobilized and on-site ready to fly. Refer to section 6.2 <i>Appendix 1 Technical Specifications</i> .
T10	Start of flight operations / missions for the first deployment	T9 + 2 days (tentative)	
Following Deployments N (per lot)			
T11	Deployment N (T7, T8 and T10)	The mobilisation of the second and following deployments might be requested already during the operation of the previous deployment	Will depend on user demand and number of offered RPAS.
T12	Possible extension for an additional year at EMSA request.	T2 + 2 years	New deployments foreseen during this period.
T13	Possible extension for a second additional year at EMSA request.	T2 + 3 years	New deployments foreseen during this period.
T14	Maximum End date of Framework Contract	T2 + 4 years	The execution of tasks as contracted via the specific contracts may last until the end of the framework contract plus 6 months.

Table 1 Time table

The table above represents an indicative time plan for the implementation of the FWCs. If the Contractors have to deviate from the given timeframe justification for the deviation(s) must be given. The contracting authority reserves the right to disagree with the deviations and the proposed time plan.

The kick-off meeting will be held at the contracting authority's premises in Lisbon. Its purpose shall be to enable the contracting parties to discuss the project to be fulfilled by the Contractors, as well as to settle all the details of the work to be undertaken. The Contractor's project manager, responsible for the work to be undertaken and the Contractors' key technical staff shall be present at the kick-off meeting.

5. Estimated Value of the Contracts

The maximum budget available for this contract, covering all modules and services during a maximum period of four years (the two initial years plus the possible first renewal for one year and the second renewal for another year) is **EUR 38,000,000** excluding VAT.

The distribution of this ceiling per Lot will be as follows:

- EUR 14,000,000 for Lot 1
- EUR 24,000,000 for Lot 2

This value does not indicate that these amounts will be spent by the contracting authority under the contracts. Actual commitment from EMSA for purchasing of services is performed through the signature of specific contracts.

Additional **maximum price ceilings are indicated in the Financial Tender template** in Appendix 5 and 6 to these Tender Specifications³ for tenderers to cross check their financial tender against them. Bids that include prices (see point 12 below) over those maximum ceilings will be rejected and not be considered for award:

- The maximum price for the services under Module 1 ($P_{\text{mod } 1}$) is 10,000 EUR for Lot 1 and 20,000 EUR for Lot 2
- The maximum price for the services under Module 2 ($P_{\text{mod } 2 \text{ fixed}}$) is 50,000 EUR for each Lot
- The maximum price for the costs for onsite activities under Module 3 should not exceed :
 - in the case of the 5/7 operational mode ($P_{\text{mod } 3 \text{ 5/7}}$): the price of 3 flight hours (for each Lot),
 - in the case of the 7/7 operational mode ($P_{\text{mod } 3 \text{ 7/7}}$): the price of 5 flight hours (only for Lot 2),
- No specific maximum ceiling is defined for the services in Module 4 which price is linked to the flight hours performed ($P_{\text{mod } 4 \text{ flight all}}$). However this is limited by the maximum price for the simulation explained in the bullet point below.
- The maximum price for the services under Module 5 ($P_{\text{mod } 5}$) is 75,000EUR for each Lot
- The total maximum price for the simulation used for the evaluation of the bids (sum of the total cost of scenarios A and B) should not exceed 3,500,000 EUR for Lot 1 and 6,000,000 EUR for Lot 2.

Please note that all costs incurred during the preparation and the submission of the bids, as well as costs of Initial configuration test as per chapter 14.5.3 below are to be borne by the tenderers and will not be reimbursed.

6. Terms of payment

Payments shall be issued in accordance with the provisions of the draft framework contract (annexed to the Invitation to tender⁴) available under the dedicated section of the procurement procedure on the e-Tendering platform at <http://simap.ted.europa.eu/>.

7. Terms of contract

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

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

³ *Tender Specifications Appendix 5 and 6 Financial tender template*

⁴ *Framework Service Contract*

In the framework of this open procedure, the conditions laid down in the draft framework contract are non-negotiable and bids requesting changes may be rejected and not considered for award.

The ownership of the service derived data (including data stored after operations) shall be fully and irrevocably acquired by the contracting authority as stipulated in the draft framework contract. For the operational data gathered during the RPAS operations, the Contracting authority will be acquiring it on behalf of the final user authority requesting the service.

7.1. Liquidated Damages

The framework contract provides for liquidated damages which may be applied during the implementation of the contract (Articles I.15.1 and II.15). The purpose of liquidated damages is to prevent contractors to deviate from the initial offered timeline for implementation. Article I.15.1 of the framework contract refers to the following two cases for which liquidated damages may apply cumulatively:

Case 1: As explained in section 2.3 above, two RPAS must be provided per lot/contract, the first one being a condition precedent for the signature of the FWC in the terms defined in section 17. Once the FWC is signed the Contractor is then given 6 months to make available the second RPAS which is demonstrated by passing an initial configuration test (refer to section 6.1 of *Appendix 1*). In case the availability of the second aircraft is not demonstrated within 6 months, the contracting authority may claim liquidated damages per day of delay.

Case 2: In Lot 1 (Emissions Monitoring) the contractor may request to perform the initial configuration test for the first RPAS without yet having the emissions sensor integrated with the RPAS platform proposed in the bid. In this case, after the signature of the FWC, the contractor is then given 3 months to integrate the sensor in the RPAS platform offered and to complete the initial configuration test with the sensor integrated. In case the integration of the emissions monitoring sensor is not demonstrated within 3 months, the contracting authority may claim liquidated damages per day of delay.

For the second RPAS in Lot 1, the 3 months in case 2 for the integration of the emissions sensor do not add to the 6 months already made available under case 1 for the second aircraft: the second RPAS should be available, including the integrated emissions sensor after 6 months maximum following signature of the FWC.

7.2. Reduction in Price

The framework contract provides for a reduction in price which may be applied during the implementation of the contract (Articles I.15.2 and II.16). The purpose of a reduction in price is to prevent contractors to deviate from the initial offered service level during the implementation of the contract. Article I.15.2 paragraph 2 of the framework contract refers to the following two cases:

Case 1: Before each operation the contractor will be required to go through a capability evaluation as per section 6.2 of *Appendix 1* to assess the level of compliance of the offered service. In case the service is not deemed 100% compliant to the tender requirements and the Contractor's bid and the missing capabilities were required for the specific operation a reduction in price proportional to the level of compliance may be applied to prices $P_{\text{mod3 5/7}}$, $P_{\text{mod3 7/7}}$ and $P_{\text{mod 4 flight all}}$ of the respective specific contracts.

Case 2: Similarly, in case module 5 is not implemented within 6 months from the signature of the corresponding specific contract this will also have a negative impact in the capability evaluation and a reduction in price may be applied to prices $P_{\text{mod3 5/7}}$, $P_{\text{mod3 7/7}}$ and $P_{\text{mod 4 flight all}}$ of the respective specific contracts.

8. Financial guarantees

Not applicable.

9. Subcontracting

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. The tenderer is requested to show the proportion of the services which will be provided by a subcontractor. 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 criteria⁵. 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.

Sub-contractors may participate in more than one bid submitted to this tender.

10. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 14.5 and 15 of the present Tender Specifications.

All requirements formulated with the terms “must”, “shall”, “have to” or “mandatory” are minimum requirements. Tenderers must fully comply with all the minimum requirements set out in these Tender Specifications, otherwise they will be rejected. 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.⁶

All requirements formulated with the term “should” or “advantageous” will be considered as an advantage if fulfilled.

The tenderer shall complete the Tenderer's Checklist.

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offers) he shall indicate it in his offer by completing the form “Information regarding joint offers and subcontracting”. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu).

According to point 19 of the invitation to tender, tenders received from legal entities established in countries listed in that point 19 will be admitted, even if their mother company is established in a third country or they are subcontracting to companies in a third country. However a substantial part of the work has to be carried out by a company established in a country listed in point 19 of the invitation to tender.

⁵ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

⁶ 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).

11. 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.

The detailed steps on how to access and use e-Submission are provided in *Appendix 7 – E-Submission Guidelines*, attached to the tender specifications.

The tenderer must provide the following information using e-Submission in the parts below:

- PART A) 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.
- PART B) The Financial Identification Form** - completed. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu).
- PART C) 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).
- PART D)** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the points **9, 13, 14.2 and 14.6** of these specifications (part of the exclusion criteria).
- PART E)** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the selection criteria) set out under point **14.4** of these specifications.
- PART F)** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the selection Criteria) set out under point **14.5** of these specifications.
- PART G)** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under point **15** of these specifications, by filling in the technical tender template and adding any necessary additional evidence
- PART H)** Setting out **prices** in accordance with point **12** of these specifications by filling in the Financial tender template in Appendix 5 and 6 to the tender specifications.
- PART I) Tender Preparation Report** – generated by e-Submission.

Tenderers are requested to follow the structure above when preparing their proposals.

In particular Parts G) and H) above should follow respectively the Technical tender template (refer to Appendix 4) and the Financial tender template (refer to Appendix 5 and 6).

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 and the exact name and address of the company(ies) submitting the offer corresponding to the forms already submitted.

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.

12. Price

- a) Prices for Contracts for RPAS VTOL Services for Emissions Monitoring and Maritime Surveillance shall include all elements of price as requested in the financial tender template in Appendix 4 to the tender specifications, including travel expenses and daily subsistence allowances.
In the financial tender template, tenderers are requested to submit the following prices applicable for the different modules of service:

Module and Price	Comment (see Financial Tender for more details)
Module 1 – Mobilisation Alert and preparation	
P _{mod 1}	Fixed fee per mobilisation alert/operation
Module 2 – Transport and on-Site Set-up	
P _{mod2}	Fixed fee
Module 3 – On-Site Activities	
P _{mod 3 5/7}	Fixed cost of one calendar day of activities on site with 5/7 operational mode
P _{mod 3 7/7} (only for Lot 2)	Fixed Cost of one calendar day of activities on site with 7/7 operational mode (<u>only for Lot 2</u>)
Module 4 – Flight Operations/Missions	
P _{mod 4 flight all}	Price per flight hour including all costs
Module 5 – Interfacing	
P _{mod5}	Fixed cost

Table 2 Pricing Scheme

Any cost for travel and subsistence expenses necessary for the performance of the service will be included in the above mentioned prices and not reimbursed by EMSA separately.

- b) Prices must be quoted in Euro.
c) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

13. Joint Offer

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

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

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

14. Information concerning the personal situation of the tenderer and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required

14.1. Legal position – means of proof required

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

A same entity or same grouping might not submit more than one bid.

14.2. Grounds for exclusion - exclusion criteria

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

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under 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.

14.3. Legal and regulatory capacity – Selection criteria

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

Evidence: Completed and signed Declaration of Honour as per point 14.6.

14.4. Economic and financial capacity – Selection criteria

Requirements:

- a) The tenderer must be in a stable financial position and must have the economic and financial capacity to perform the contract.
- b) The yearly turnover for the company or the group for the last 2 years must be minimum EUR 7 million in Lot 1 and minimum EUR 12 million in Lot 2.

Evidence:

- a) Financial statements or their extracts for the last three years for which accounts have been closed.
- b) Statement of the overall turnover for the last two financial years available.

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

14.5. Technical and professional capacity – Selection criteria

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

14.5.1. Professional capacity by staff

Requirements:

- a) The Project Manager or lead for the contract must have relevant project management and operational management skills having been proven through at least 5 years with other customers.
- b) The pilots who will be coordinating the deployments for the contract must have a minimum of 3 years' experience piloting aircrafts and/or RPAS and this must be demonstrated through previous projects/deployments.
- c) The operational, logistical, maintenance and other ground support staff must have relevant experience having worked on RPAS deployments or similar operations.

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
- b) The Tenderer shall complete the summary table in *Appendix 10 to the Tender specifications*, and as given below.

Name	Years of experience in flight management	Years of flight experience as pilot (separated in years on manned aircraft and RPA)	Certification for aircraft piloting (separated in years on manned aircraft and RPA)	Years of experience of aircraft maintenance	Certification for aircraft maintenance	Comments

14.5.2. Operational experience

Requirements:

- a) The company must demonstrate that the offered RPAS has undertaken at least 75 proven flight hours in the case of Lot 1 and 150 proven flight hours in the case of Lot 2.

Evidence:

- a) The Tenderer shall complete the summary table in *Appendix 11 to the Tender specifications*, and as given below.
- b) Any testimonials, excerpts of the logbook, results of tests, letters from previous users of the services.

Project Name	Aircraft type (size, weight, endurance)	Sensors operated	Acceptance procedures undertaken	Flight hours undertaken for the project	Flight hours undertaken from a vessel	Description of project

14.5.3. Maturity of the Configuration Offered

Requirement:

- a) The tenderer must demonstrate the maturity of the RPAS configuration offered.

Evidence:

- a) The successful tenderers to whom the FWCs have been awarded for each lot will be required to perform within 45 days of the contract award an initial configuration test including a live flight demonstration of the offered configuration as per section 6.1 of the Appendix 1. The tenderer will be requested to deliver a test 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 tenderer. In case the tests are not successful the tenderer is not entitled to any compensation.

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

- b) Tenderers shall provide in their bids a signed declaration on the maturity of their RPAS configuration as offered and an agreement to perform such a test in case of the contract award, as well as a proposal for a location for the performance of such a test in case of award.

The tenderer should note that the signature of the framework contract will be subject to the condition precedent that these selection criteria are fulfilled as explained in section 17 below.

14.5.4. Contractual Control or Ownership of the RPAS offered

Requirement:

- a) The tenderer must demonstrate contractual control or ownership of the RPAS offered for the duration of the contract.

Evidence:

- a) The tenderer shall provide a signed statement in the bid declaring
 - i. contractual control or ownership of the RPAS in case the RPAS has been purchased or leased by the tenderer which has to be issued by the vendor/supplier, or
 - ii. Imminent control or ownership in case the tenderer is also the manufacturer of the RPAS;for the whole duration of the framework contract with EMSA .
- b) The successful tenderer shall provide evidence of the above, such as purchase contract and invoices, rent or lease.

The tenderer should note that the signature of the framework contract will be subject to the condition precedent of the fulfilment of this selection criterion as explained in section 17 below.

14.6. Declaration of Honour

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

Please note that **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 14.2 above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

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

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.

15. Award criteria

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

Criterion	Title	Weighting	Minimum	Section
Q ₁	Fulfilment of Technical Requirements	W ₁ = 50%	50%	15.1.2
Q ₂	Quality assurance of products and services	W ₂ = 20%	50%	15.1.3
Price	Total price for evaluation	W _{Price1} = 30%	n/a	15.2

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 Q₁, a minimum of 50 % for Q₂, 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 50 % for the score S will be taken into consideration for awarding the contract.

15.1. Quality award criteria (70%)

15.1.1. General Considerations

The requirements as outlined in these tender specifications will be used by the contracting authority to assess the technical aspects proposed in the bid.

The quality award criteria which will be used to evaluate the technical aspects of the products and services proposed by the tenderers as detailed below.

To facilitate the compilation of the bid, please use the Technical tender template in Appendix 4 to the Tender Specifications.

The tenderer is requested to state any non-compliance or in-compatibilities of the system or service offered with regard to the tender specification and the mitigation measures to meet the requirements.

15.1.2. Quality award criterion Q₁ : Fulfilment of technical requirements (50%)

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. For each element a reference is made to the most relevant technical specifications in Appendix 1 against which the evaluation of the bid will be made. The 50% overall weight for this evaluation criterion has been distributed per element to be evaluated:

Elements	Weight	Link to Appendix 1 Technical Specifications
<i>The sub-bullets below indicate prime elements of the evaluation criteria; however the award criteria will be evaluated according to the specific configuration offered, taking all relevant aspects for the requested services into consideration.</i>		<i>Please read carefully through the whole technical specifications, as the references listed below refer to the main sections; however there are relevant information and applicable requirements throughout the Technical Specifications.</i>
Compliance with flight availability requirements <ul style="list-style-type: none">• RPAS available for the service (also including those as backup, to extend continuous operations and for concurrent deployments)• Frequency of flights and weekly capability of flight hours; flight readiness time• Flight scheduling and tasking procedure	7%	Refer to sections 4.2.2, 3.4 and 3.5.
Compliance with operational requirements <ul style="list-style-type: none">• Speed• Endurance• Maximum range• Performance and Operational limits of the	9%	Refer to section 4.2.2 and 4.3.2

<p>Aerial Vehicle</p> <ul style="list-style-type: none"> • Emissions monitoring measurements (only for lot 1) • Vessel based operations (only for lot 2) • Flight modes • Capabilities in supporting the issuance of permits to fly 		
<p>Compliance with platform requirements</p> <ul style="list-style-type: none"> • Maturity of the system (through flight logs of the proposed configuration) • State of certifications of the RPA and of subsystems (national and international) • ITAR components • Safe Use of the Airspace • Visual and acoustic signature (only for lot 2) • RPA Airworthiness Approval, certifications • Air Traffic Management • Insurances • Flexibility to store and drop-off items (only for lot 2) 	7%	Refer to section 4.2.2, 4.3.2, 4.1.5 and 4.1.6.
<p>Compliance with payload requirements</p> <ul style="list-style-type: none"> • Detection Capability (DRI) • Electro optical and IR equipment suitability for the deployments • Radar equipment suitability for the deployments) (only for lot 2) • Emissions monitoring sensor suitability (only for lot 1) • Further sensors (technical details; i.e. AIS, distress, ...) • State of certification of the sensors • Payloads and performance improvement 	9%	Refer to section 4.2.3, 4.2.4, 4.3.3, 4.3.4 and 4.1.1.2.

Compliance with communication requirements <ul style="list-style-type: none"> • Communication between the aerial vehicle and the ground segment <ul style="list-style-type: none"> ○ communication capabilities / coverage ○ high data rate (full motion video) • Communication from the ground segment to the End User and to the RPAS-DC • ATC communication • Data security concept and data storage • Delivery time of the exploited data to the Agencies and the end user / latency 	9%	Refer to section 4.1.3 and 4.1.9.
Quality and compliance of the solution proposed for data provision and analysis <ul style="list-style-type: none"> • Analysis capacity • Quality and completeness of the flight monitoring and data visualisation • Quality of proposal for module 5, Data interfacing with the Agencies integrated applications 	9%	Refer to section 4.1.6 and section 4.1.7
TOTAL	50%	

15.1.3. Quality award criterion Q₂: Quality Assurance of products and services (20%)

The quality assurance of products and services to perform the tasks under the terms of the contract will be evaluated based on the following elements of the bid below:

Elements	Link to Appendix 1 Technical Specifications
Proposed Project Management Plan for the EMSA service, including <ul style="list-style-type: none"> • Recognised standards for project management • Quality of team composition and organisation, including detailed information on the staff allocated to each task, • Staff training plans. 	Refer to section 9.2
Proposed Operational Plan	Refer to section 9.3
Quality Management Plan, including available quality certification.	Refer to section 9.5

15.2. Price award criterion (30%)

The bidders are requested to fill in the prices offered as listed under point 12 above in the financial tender template in appendixes 5 (lot 1) and 6 (lot 2).

The total price for the evaluation (P) to be used as award criterion for lot 1 and lot 2 are described below.

For the purpose of the evaluation of the offers scenarios have been prepared in the financial tender template that represent the calculation of potential simulated deployments with variations on the number of days of flight, number of flight hours, type of operational mode.

For a scenario i the total price P_i is calculated as follows:

$$P_i = (P_{Mod1} + P_{Mod2}) \times M + P_{Mod3i} \times D + P_{Mod4flightAll} \times H$$

Please be aware that these price scenarios are calculated for the purpose of the evaluation and comparison of the bids in terms of prices only and do not represent a commitment regarding the minimum number of flight hours/days to be contracted under the framework contract.

For Lot 1:

The total price for the evaluation (P) to be used as award criterion for lot 1 in the evaluation of a bid shall be the sum of the price for the deployment scenario A (P_A) plus the price of Module 5 (P_{mod5}):

$$P = P_A + P_{Mod5}$$

The total price will be calculated automatically in the financial tender template (appendix 5) and will appear on the right bottom corner of the grid when the tenderers have filled in all prices requested in the white cells.

		Scenario A (5/7 operational mode)
M	Number of deployments	3
D	Number of days on site flying	276
H	Number of flight hours per deployment	1182.9
	Operational Mode	5/7

For Lot 2:

The total price for the evaluation (P) to be used as award criterion for lot 2 in the evaluation of a bid shall be the sum of the prices for the deployment scenarios A (P_A) and B (P_B) plus the price of Module 5 (P_{mod5}):

$$P = P_A + P_B + P_{Mod5}$$

The total price will be calculated automatically in the financial tender template (appendix 6) and will appear on the right bottom corner of the grid when the tenderers have filled in all prices requested in the white cells.

		Scenario A (5/7 operational mode)	Scenario B (7/7 operational mode)
M	Number of deployments	2	1
D	Number of days on site flying	184	92
H	Number of flight hours per deployment	788.6	736
	Operational Mode	5/7	7/7

16. Rejection from the procedure

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

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- c) were previously involved in the preparation of procurement documents 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.

17. Award Decision and signature of the Framework Contract

An award decision will be issued to nominate the awarded contractor following evaluation against the above evaluation criteria.

The framework contract will be signed with the successful tenderer only after the maturity of the configuration he offered has been demonstrated (refer to section 14.5.3) and the ownership or contractual control of the RPAS for the duration of the contract has been proved (refer to section 14.5.4). If this configuration is not ready for operation and/or this ownership or contractual control of the RPAS is not proved after 45 days following the date on which the successful tenderer receives notification of the award of the framework contract, the award decision will be amended and the tenderer ranked next in the evaluation will be awarded the FWC.

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.