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Frontex Surveillance Aircraft Services for Border & Coast Guard Functions (FSA I)

Tender Specifications - Annex I

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1. Terms and Definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its annexes, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning:

Term	Abbreviation	Meaning
Additional person(s) on board		Extra seat for additional person(s) on board (for example, Liaison Officer) over the entire crew (flight crew + sensor operator(s), etc.) required for the mission. Additional person weight considered as max. 95kgs, including hand baggage.
Airborne Mission Systems Operator		Crew Member responsible for operating the mission system, respective sensors and tactical communications. Depending on the case, can also be the one responsible for conducting the mission.
Airspace		Any three dimensional area where the surveillance operations are conducted. Applicable rules, regulations and conditions in place for that airspace dictate the classification and flight rules in place - VFR (Visual Flight Rules) and IFR (Instrument Flight Rules).
Area of Interest	Aoi	The geographical area where information that will satisfy a mission information requirement can be collected. Areas of Interest are inside the Service Deployment Area.
Asset		It is a resource controlled by the Contractor (manned fixed wing aircraft or helicopter), capable to perform a mission.
Base Airport		The airport determined in the Description of Assignment for the Specific Contract in the host country of the operation where the deployment of the asset will be done, taking into account the operational suitability, working hours and the existence of adequate logistic services. The Base Airport can be changed during the implementation of the Specific Contract, in this case the asset will be relocated (cost of relocation has to be specified in the offer for the Specific Contract).
Beyond Radio Line of Sight	BRLOS	The capacity to allow linking with radio communication between a transmitting and receiving station that are too distant from each other or fully obscured by terrain for the Line of Sight communication.
Broadband Link		A high-capacity transmission technique using a wide range of frequencies, which enables a large number of messages to be communicated simultaneously using a single telecommunication link.
Coast Guard Function		The elements relevant in case of the tender include: Law Enforcement, SAR - Search and Rescue, maritime pollution recognition and mapping, fisheries control.
Compiled Operational Picture		It is the way the Contractor shall be able to present in real time the data collected during the flight in a geospatial information system (GIS) and to disseminate in formats specified in this document correlated and fused data captured by all the sensors in the aircraft payload, including in a single screen: <ul style="list-style-type: none"> • Moving Mission Map • Aircraft Computers Navigation position

		<ul style="list-style-type: none"> • Sensors footprint • Areas and flight pattern • AIS Tracks and other sensors info correlated • Georeferenced objects and incidents of interest • Metadata text associated to objects and incidents of interest
Coordination Centre	CC	A centre located at Frontex or EFCA, in a participating country or at any other EU Agency/Institution, responsible for the coordination of the asset and related deployed staff/crew.
Data Link		A telecommunication link over which data is transmitted.
Deployment		Arrangements done by the Contractor, to have his asset(s) and other assets and logistics deployed and tested at the Base Airport.
Deployment Time		The maximum time needed by a company to deploy an aircraft after signing a Specific Contract to the agreed airport/base airport.
EU, EEA, SAC, SAA		European Union, European Economic Area, Schengen Associated Countries, Stabilisation and Association Agreement country.
EU MS security clearance certificate		<p>The term EU MS personnel security clearance certificate shall be read as:</p> <ul style="list-style-type: none"> - A personnel security clearance certificate for the level of CONFIDENTIEL UE/EU CONFIDENTIAL or higher, issued by the respective NSA/DSA of the MS concerned and provided by the management or the security officer (if there is one) of the company itself; or - A Request for Visit (RFV) or a clearance certificate issued by the NSA/DSA and directly communicated to Frontex or EFCA through official channels. <p>Other personnel security clearance certificates equivalent with the required EU MS ones can be accepted, but only after their prior acceptance by the Frontex or EFCA Security Officer.</p>
Flight capabilities of the aircraft		The aircraft shall be certified to fly in any class of airspace under VFR and IFR.
Flight rules		The rules and regulations that are applicable depending on flight conditions, airspace classification etc. for the surveillance missions - VFR and IFR that must be met by the Contractor.
Flight time		The elapsed time between when the aircraft leaves the surface of the earth (take-off) until it comes into contact with the ground (landing) as declared by the Air Traffic Controller.
Full Motion Video		Digital video data that is stored on hard drives or transmitted for real-time reproduction on a computer (or other multimedia system).
Ground Station	GS	A deployed system, served or not by the Contractor crew, capable to monitor payload and asset data and that may include a payload remote control system.
Host Country	HC	<p>Host Member State is a Member State in which a joint operation or a rapid border intervention, a return operation or a return intervention takes place, or from which it is launched, or in which a migration management support team is deployed.</p> <p>The Host Country corresponds to host Member State but it has broader scope including EU and non EU countries hosting</p>

		Frontex/EFCA operational activities and where the Base Airport is situated.
Land/Coastline Range surveillance missions category	Lot 1	Air assets must be able to reach the surveillance area located at a distance up to 150NM from the base airport plus 0,5 hours on station and return back and to perform a total minimum of 4 hours of flight (excluding final reserve and contingency fuel) with 1 additional person on board, with the minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 90Kts. These missions may also take place over TC (Third Country) waters, TC land territory, as well as to be operated from TC base airport.
Law Enforcement	LE	Support prevention, detection and combating cross-border crime activities led by national authorities, participation in international operations and other platforms to reinforce EU external borders.
Long range maritime surveillance mission category	Lot 3	Air assets must be able to reach the surveillance area located at a distance of more than 401NM from the base airport plus 2,5 hours on station and return back and to perform a total minimum of 6 hours of flight (excluding final reserve and contingency fuel) with 3 additional people on board, with the minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 150Kts. These missions may also take place over TC waters, TC land territory, as well as to be operated from TC base airport.
Maximum operational endurance		Maximum mission endurance of the aircraft with minimum mission payload, crew and additional person number (determined in the Lot) on board, excluding final reserve and contingency fuel according to the requested minimum patrolling speed of the considered Lot.
Maximum range		The maximum distance that can be covered by an aerial asset with a specified payload before its fuel supply is exhausted (safe return to the base airport is guaranteed) according to the requested minimum patrolling speed of the considered Lot.
Mid-Range maritime surveillance missions category	Lot 2	Air assets must be able to reach the surveillance area located at a distance of more than 151NM from the base airport plus 2,5 hours on station and return back and to perform a total minimum of 5 hours of flight (excluding final reserve and contingency fuel) with 1 additional person on board, with the minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 100Kts. These missions may also take place over TC waters, TC land territory, as well as to be operated from TC base airport.
MISB ST 0601		The Motion Imagery Standards Board defined the MISB ST 0601 standard for encoding various metadata parameters into the video stream. The metadata enables advanced Full Motion Video applications such as locating the video frame on a map, locating and mapping features within the video frame, viewing the sensor ground track and pointing direction, and multicast broadcasting.
Mission		An assignment, within the framework of a Specific Contract, implemented during the operational flight into an Area of Interest.

Mission flight hour		The one hour flight time executed during the scheduled flight mission. The flying hours have to be considered from the Take-off time to the landing time as declared by Air Traffic Controller.
Mission User		For this document: an official appointed by an authorised entity and located at a designated Coordination Centre acting on the Surveillance Information provided by the aerial asset.
Narrowband Link		Refers to data communication and telecommunications tools, technologies and services that utilize a narrower set or band of frequencies in the communication link.
Near real time - NRT		Near real time is pertaining to the timeliness of data or information which has been delayed by the time required for electronic communication and automatic data processing. This implies that there are no significant delays.
NMEA 0183 standard		The National Marine Electronics Association (NMEA) 0183 Interface Standard defines electrical signal requirements, data transmission protocol and time, and specific sentence formats for a 4800-baud serial data bus. Each bus may have only one talker but many listeners. This standard is intended to support one-way serial data transmission from a single talker to one or more listeners. This data is in printable ASCII form and may include information such as position, speed, depth, frequency allocation, etc. It is in general use by Automatic Identification System (AIS) devices.
Object of Interest	Ool	Any object (including person) located, in a specific period of time, in the Area of Interest. For Maritime Aerial Surveillance: e.g. toy boats, small boats or fast boats used by smugglers, but not limited to this. For Land Aerial Surveillance: single person, group of people, vehicles (car, minibus).
Operating empty weight	OEW	It is the basic weight of an aircraft including the crew, all fluids necessary for operation such as engine oil, engine coolant, water, unusable fuel and all operator items and equipment required for flight but excluding usable fuel and the payload. Also included are certain standard items, personnel, equipment and supplies necessary for full operations.
Payload		The payload carried by the asset, consisting of sensors and communication equipment, necessary for the purpose of the mission: e.g. Electro-Optical, Infrared, Radar, SATCOM, GPS and AIS Receiver, as well as the additional persons on board and any other operational items such as life rafts.
Pre-frontier Area		'Pre-frontier area' means the geographical area beyond the external borders of the EU/SAC which is relevant for managing the external borders as defined under the EU Regulation 2019/1896 on EBCG.
Radar Tracks		A path or a trail created automatically by a radar using echo signals. A radar track will typically contain the following information: Position (in two or three dimensions), Heading, Speed and a Unique track number.
Radio Line of Sight	RLOS	Radio communication capabilities that link the transmitting and receiving station within mutual radio link coverage.
Raw data		Also referred to as source data is the data collected from the sensors on board, e.g. Electro-optical Full Motion Video, AIS receiver, etc.

Readiness Time		The minimum head time the provider needs, after receiving a formal request, to prepare the mission and the aircraft and to be ready to take-off in case of an unscheduled mission.
Relocation of service		Includes all activities related to the displacement of the aircraft and crew members from/to the Base Airport defined in the Scenario/Specific Contract to/from a new airport defined by the Contracting Authority. Time for announcing the relocation to the Contractor by the Contracting Authority should be not less than 6 calendar days before the first new scheduled flight mission from the new Base Airport. It is not considered as relocation of service the need for the aircraft and the crew to spend max 2 nights per month for operational purposes to another location than the specified Base Airport within the operational area.
Remote Mission Portal		Dedicated client directly connected to the aircraft presenting data/ information structured as follows: <ul style="list-style-type: none"> • The Portal should grant web based access to a number of authorized IP addresses via HTTPS (designated Coordination Centre, Frontex and/or EFCA, other authorized remote users from the Host Country) with the possibility to administer locally the access to live and recorded video and to access display the live and recorded video. • The Portal interface should give structured access, for the duration of the service, at least to: <ul style="list-style-type: none"> – Ongoing mission (if any): live Compiled Operational Picture, live camera feed, chat with sensor operator – Schedule of future missions – Information on finished missions: mission reports, registered videos. <p>The Contractor supplies all components required for the Remote Mission Portal to work properly.</p>
Rotary wing surveillance missions category	Lot 4	Minimum 2,5 hours surveillance mission (excluding final reserve and contingency fuel) with 1 additional person on board, with minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 90 KTS. These missions may also take place over TC waters, TC land territory, as well as to be operated from TC base airport.
Safety equipment		Additional safety equipment needed for the mission, the list of this equipment (if considered applicable) will be stipulated in each Specific Contract requirements (e.g. life raft, etc.).
Satellite Communications	SATCOM	When a signal is transferred in a secure way between the sender and receiver with the help of satellite. In this process, the signal which is basically a beam of modulated microwaves is sent to the satellite. Then the satellite amplifies the signal and sends it back to the receiver's antenna located on the Earth's surface.
Service		It is the subject of a Specific Contract. A service is composed of a number of flights called mission, each of these missions is carried out in a specific Areas of Interest, defined within the Service Deployment Area.

Service Area	Deployment Area	SDA	The geographical area where information that will satisfy a Specific Contract requirement can be collected. A Service Deployment Area contains Areas of Interest.
Situational Picture			A graphical interface to present near-real-time data and information received from different authorities, sensors, platforms and other sources, shared to achieve situational awareness supporting reaction capability. The 'Compiled Operational Picture' provided by the aerial asset contributes to the 'Situational Picture'.
Streaming data cost			The financial breakdown for a Specific Contract shall contain the cost of the near real time data streaming in a separate budget line. The duration of such live streaming will be determined in each Specific Contract but the NRT streaming <u>capacity</u> has to be guaranteed all the time.
Test flight			The Contractor is obliged to conduct all necessary equipment tests (sensors, communications) and demonstrate the Contracting Authority and the Host Country authorities the optimal functioning of payload and data transfer (e.g. compiled picture, etc.) in a test flight before the first effective day of mission foreseen for the Specific Contract.
Third Countries		TC	Nations that are not part of the EU/SAC (Non-exhaustive list of Third Countries which could be possibly part of Frontex/EFCA area of interest, including i.a. the countries from the Black Sea and the Mediterranean region, some West or North African countries, as well as any Third Country within Europe).

2. Background

Frontex concluded in September 2015 a Framework Contract (FWC) for Aerial Surveillance Services, Assets and Expert Support with seven commercial companies for Lot 1 (maritime surveillance) and six commercial companies for Lot 2 (land surveillance) for a period of two years with a possibility of extension by another two. This 2015 Aerial Surveillance FWC provided Frontex with the operational capacity to satisfy Land Border Surveillance and (medium endurance) Maritime Surveillance needs, with flexibility, light administrative burden and at competitive prices. Practically the service was available at any moment when an operational need was identified.

By the end of 2018 the FWC was consumed from financial point of view and a new FWC was signed in February 2019 on the subject, with higher budget and updated documentation.

Due to the previously unforeseen increased operational needs, the maximum budget of that FWC will be consumed by the end of 2020 and in order to guarantee the continuity of the service, there is a need to launch a new procurement procedure for aerial surveillance services with a significantly increased budget.

- **New Technical Requirements of Services Deployment:** The experience on the use of these services has helped Frontex to discover a number of shortcomings in the definition of the actual contract technical requirements (e.g. host countries requirement for data management security; aerial platform weather resilience; longer endurance as well as additional/extended requirement related to the working space - number of seats in order to accommodate increased number of additional persons present simultaneously on board e.g. representatives of different stakeholders - host country authorities, EU Agencies, etc.);
- **New Areas of Services Deployment:** The new Frontex mandate¹ and EFCA's regulation² extend the Agencies' scope of activities, now covering Coast Guard functions, and also the geographical area of potential surveillance interest (e.g. surveillance of or on Third Countries);
- **New Potential Service Users:** The current Frontex mandate (as above) emphasizes the cooperation between EU agencies and other EU organisations with activities in the maritime domain. Frontex may, following commonly agreed procedures, provide those EU organizations with surveillance services.

The provisions of this new contract shall ensure extended operational capacity, flexibility and a better reflection of the incorporation between border and coast guard functions. The provisions shall also ensure a better inter-agency and inter-organisation cooperation. Its main prospective stakeholders will be Frontex and EFCA.

¹ Regulation (EU) 2019/1896 of the European Parliament and of the Council of 13 November 2019 on the European Border and Coast Guard and repealing Regulation (EU) No 1052/2013 and (EU) 2016/1624

² Regulation (EU) 2019/473 of the European Parliament and of the Council of 19 March 2019 on the European Fisheries Control Agency.

3. Objectives

The new European Border and Coast Guard Regulation³ (hereinafter the ‘Regulation’) sets out that Frontex may acquire, either on its own or as co-owner with a Member State, or lease technical equipment to be deployed during joint operations, pilot projects, rapid border interventions, activities in the area of return, including return operations and return interventions, migration management support team deployments or technical assistance projects in accordance with the financial rules applicable to the Agency. This Regulation extends also the purpose and the geographical areas for potential Frontex surveillance interests⁴.

Based on EFCA’s founding regulation , EFCA may acquire, rent or charter the equipment that is necessary for the implementation of joint deployment plans and may perform tasks related to the international obligations of the Union and related to control and inspection.

Also, both Frontex and EFCA regulations encompass the European Cooperation on Coast Guard Functions, where one of the cooperation areas is related to capacity sharing, including the sharing of assets and other capabilities.

The global objective of this tender is to enable Frontex and EFCA to have at their disposal aerial surveillance equipment, with a high level of deployability and availability that should permit these agencies to cover their requirements for operational surveillance capability in accordance with their respective mandates.

The scope of this tender, aligned with the Regulation, is to establish a Framework Contract (FWC) with re-opening of competition, in order to acquire Manned Aerial Surveillance Services, which should include assets and experts. Frontex and EFCA seek medium term cooperation with a maximum of 10 Contractors providing Aerial Surveillance in each of the Lots of the FWC, offering the best “value for money” for the performance of Specific Contracts, and able to sustain readiness for cost-efficient surveillance services, termed competitive Specific Contracts, along the duration of the FWC. In accordance with EFCA’s mandate, services for EFCA may

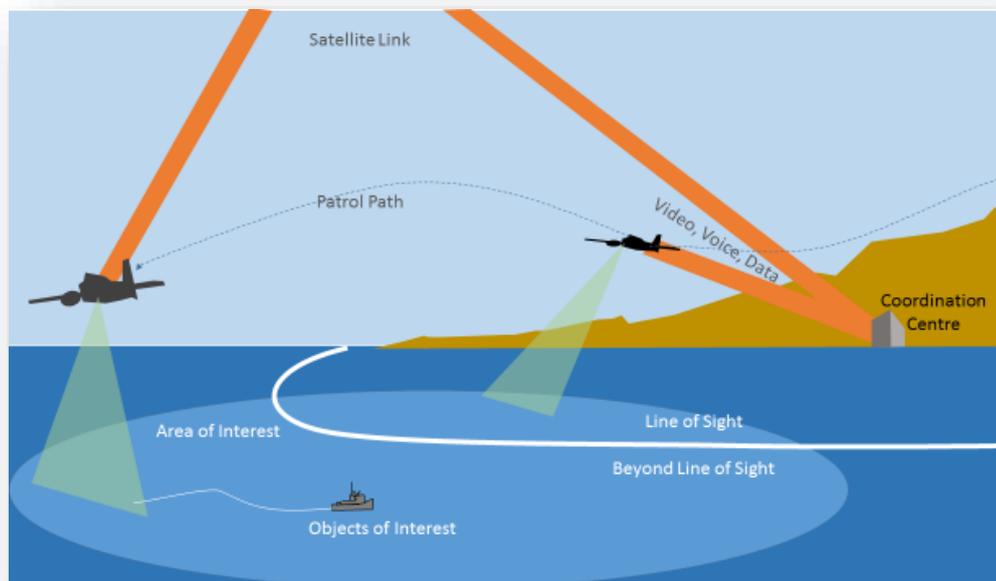


Figure 1 Aerial Surveillance Service Description addressing a Maritime Scenario

also cover international waters and third country waters, including West Africa.

The scenario depicted in Figure 1 shows a typical Maritime Aerial Surveillance Service requested under this FWC. The image depicts an asset sending surveillance data and information to the coordination centre based on the

³ Regulation (EU) 2019/1896 of the European Parliament and of the Council of 13 November 2019 on the European Border and Coast Guard and repealing Regulation (EU) No 1052/2013 and (EU) 2016/1624

⁴ For instance the prefrontier area as defined by Article 2 of the Regulation. The legal bases to extend the purpose are then undelined in Article 28 about EUROSUR Fusion Services.

decision and instruction of the Contracting Authority. This 'artist's impression' reflects the development of a mission where the asset, based on the instructions of the Contracting Authority, surveys the Area of Interest, included in the Service Deployment Area, searching 'objects of interest' mandated by the Frontex and EFCA Regulations and passing surveillance data and information to the Operation Coordination Centre designated by the Contracting Authority. For this transfer, the asset is using a direct link when flying within Line of Sight, changing seamlessly to a Satellite link when, and if, flying Beyond Line of Sight.

4. Introduction to Frontex

The mission of Frontex - the European Border and Coast Guard Agency - is to ensure a coherent European integrated border management by facilitating and rendering more effective the application of existing and future Union measures relating to the management of the external borders, in accordance with its tasks and in full respect of the Union *acquis* on fundamental rights.

The former European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union (Frontex) had been established by Council Regulation (EC) 2007/2004 (26.10.2004, OJ L 349/25.11.2004).

The Agency was set up to reinforce and streamline cooperation between national border authorities. In pursuit of this goal, Frontex is responsible for several operational areas, which are defined in the Regulation. In 2016, the Agency's mandate was enhanced and its name changed to the *European Border and Coast Guard Agency* still to be commonly referred to as Frontex. The areas of activity relevant to this contract are:

- **Capacity Building:** Frontex supports Member States in building and achieving a high and uniform level of control and surveillance of their external borders and is a driving force in the further development of the European potential regarding integrated border management.
- **Operations:** Frontex plans, coordinates, implements and evaluates joint operations, Feasibility Study projects and rapid border interventions. Likewise, Frontex can plan and implement multipurpose operations in cooperation with EFCA and EMSA to support national authorities carrying out coast guard functions.
- **Information systems and information sharing environment:** Information regarding emerging risks and the current state of affairs at the external borders form the basis of risk analysis and the so-called "situational awareness" for border control authorities in the EU. Frontex develops and operates information systems enabling the exchange of such information, including the European border surveillance system (Eurosur⁵).

Frontex supports the Member States to achieve an efficient, high and uniform level of border control. More about the origin of Frontex, organisation, mandate, activities, strategy and planned activities, especially the recent Frontex Programme of Work⁶, can be found in the official information section published on the Frontex website.

5. Introduction to European Fishery Control Agency - EFCA

The mission of EFCA is to promote the highest common standards for control, inspection and surveillance under the Common Fisheries Policy (CFP). The European Fisheries Control Agency (EFCA) will function at the highest level of excellence and transparency with a view to developing the necessary confidence and cooperation of all parties involved and, in so doing, to ensure effectiveness and efficiency of its operations. European Union governments agreed to establish EFCA in the 2002 reform as part of the drive to instil a culture of compliance within the fisheries sector across Europe. In April 2005, they adopted the necessary legislation with Council Regulation (EC) No 768/2005. Its primary role is to organise coordination and cooperation between national control and inspection activities so that the rules of the Common Fisheries Policy are respected and applied effectively.

The current Regulation (EU) 2019/473 on the European Fisheries Control Agency is in force since 14 April 2019. In the interests of clarity, EFCA's Founding Regulation of 2005 was replaced by a codified text, which incorporates the initial Founding Regulation and subsequent amendments:

- The EFCA was established by Council Regulation (EC) 768/2005 of 26 April 2005.
- In the context of the new control regime for the Common Fisheries Policy, EFCA's Founding Regulation was first amended by Council Regulation (EC) 1224/2009.

⁵Regulation (EU) No 1052/2013 of the European Parliament and of the Council of 22 October 2013 establishing the European Border Surveillance System (EUROSUR) (OJ L 295, 6.11.2013, p. 11).

⁶<http://frontex.europa.eu/about-frontex/governance-documents/2017>

- The aim of the second amendment by Regulation (EU) 2016/1626 of the European Parliament and of the Council was to increase European cooperation on coast guard functions, as well as to strengthen cooperation at EU and international level between EFCA, the European Maritime Safety Agency (EMSA) and the European Border and Coast Guard Agency (Frontex).

Based on the above legal framework, EFCA may provide services to Member States, relating to surveillance, control and inspection in connection with their obligations concerning fisheries in European Union and/or international waters, including the chartering, operating and staffing of control and inspection platforms.

Vision and values

The European Fisheries Control Agency contributes to the conservation of marine biological resources in organising operational coordination of fisheries control and inspection activities by the Member States and assisting them to cooperate so as to comply with the rules of the Common Fisheries Policy in order to ensure its effective, uniform and transparent implementation.

6. Description of the Tender

6.1. The tender process

The purpose of the competitive tendering for awarding contracts is two-fold:

- to ensure process transparency;
- to obtain the desired service quality at the best possible price

The procurement procedure is governed by the following legal provisions: Title VII of Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union (Financial Regulation), repealing Regulation (EU, Euratom) No 966/2012 and Annex I to the same regulation.

6.2. Contract Description

The services required by Frontex and EFCA are described in the terms of reference in chapter 8 of the present tender specifications. In drawing up a tender, tenderers should bear in mind the provisions of the draft contract (a separate Annex to the invitation to tender). In particular, the draft contract indicates the method and the conditions for payments to the Contractor and the obligations on data protection and data security. The contractual conditions set out hereby are considered to be exclusive obligatory at any time. If any Tenderer or Contractor also stipulates the applicability of their company's own contractual conditions in its offer for FWC or SC, such offer will be rejected.

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in the tender dossier documentation annexed to the invitation to tender. An offer which does not contain all the required information and documentation or provides it in a different format than following the mandatory template, may be rejected. Tenderers are also expected to disclose if there is any provision in their national law that may contradict or be in conflict with the terms provided in the contract or tender conditions.

6.3. Participation in the tender procedure

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations. It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement, including the following:

- Under the Stabilisation and Association Agreements (SAA) economic operators established in North Macedonia, Albania, Montenegro, Serbia, Bosnia and Herzegovina and Kosovo have been granted access to procurement procedures of the Union institutions, agencies and bodies regardless of the value of the purchase.

- Under the EEA Agreement, economic operators established in Iceland, Norway and Liechtenstein have full access to procurement procedures of the Union institutions, agencies and bodies regardless of the value of the purchase.

For tenderers established in the United Kingdom:

Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. **UK residents and entities are therefore eligible to participate under this call.**

* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community (https://ec.europa.eu/commission/publications/agreement-withdrawal-united-kingdom-great-britain-and-northern-ireland-european-union-and-european-atomic-energy-community_pl).

In relation with Data Protection, it is possible that the status and the regime to be agreed between EU and UK on the subject could affect the implementation of the contract imposing extra amendments and modifications on the contract.

The rules on access to procurement do not apply to subcontractors. Economic operators are free to choose their subcontractors from any country. Thus, in principle all economic operators can act as subcontractors of other economic operators who have themselves access to the EU procurement procedures. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

However, the prospective FWC and its Specific Contracts, when entrusting tasks involving or entailing access to or the handling or storage of EU Classified Information, will be signed only with involvement in their implementation of such economic operators registered in EU, EEA, SAC and SAA countries, with which a security of information agreement or an administrative arrangement has been concluded in accordance with Chapter 7 of the Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information. Therefore, when the activities to be performed under the contract involve the processing of personal data⁷, such data must be located, in principle, at the territory of the European Union.

Tenderers and subcontractors must not be in any situation of exclusion under the exclusion criteria indicated in section 8.9 of these tender specifications, must have no conflict of interest in connection with this contract, must have all the necessary knowledge and experience as well as technical and human resources to implement the contract, and must have the adequate economic and financial capacity to allow them to participate in this tender procedure (see section 8.10). In addition, the tenderer must provide confirmation that under national law the tenderer is allowed to perform aerial surveillance for law enforcement, specifically quoting the provisions entitling to do so.

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or Frontex or EFCA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

Without prejudice to the provisions of the contract, tenderers and Contractors who have been found guilty of making false declarations concerning situations of their companies or have been found to have seriously failed to meet their contractual obligations in an earlier procurement or grant shall be subject to the administrative and financial penalties set out in Article 145 of Commission Delegated Regulation (EU) No 1268/2012 of 29/10/2012 (OJ L 362 of 31/12/2012).

An informative meeting, either in Frontex premises or in a form of a videoconference, for the purpose of obtaining questions from the potential tenderers and for providing clarifications, may be organized after the Contract Notice publication. The date and time of the informative meeting is currently planned on 27 November

⁷ As defined in Regulation (EC) 1725/2018, personal data is any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2020. In case the positive decision of organisation of such informative meeting is taken, it will be published on Frontex' website (<http://frontex.europa.eu/about-frontex/procurement/open-restricted-tender-procedures>). Representatives of the prospective tenderers (only one per tenderer) in such case will be requested to inform Frontex (by sending e-mail to procurement@frontex.europa.eu) about their planned participation up to two working days before the scheduled meeting. The list of obtained questions and the answers provided will be published on Frontex' website not later than ten working days after the informative meeting.

6.4. Participation of consortia

A consortium may submit a tender on condition that it complies with the rules of the competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such grouping (or consortium) must specify the company heading the project (the leader) and must also submit a copy of the document authorising this company to submit a tender. All members of a consortium (e.g., the leader and all other members) are jointly and severally liable to the contracting authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section 8.9 and 8.10 of these tender specifications). Concerning the selection criteria 'technical and professional capacity', the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible entity will result in the automatic exclusion of that entity. In particular, if that ineligible entity belongs to a consortium, the whole consortium will be excluded.

6.5. Subcontracting

Subcontracting is allowed, provided that the tenderer must clearly indicate in the tender which parts of the work will be subcontracted and to which subcontractor. However, certain parts of the implementation of the contract (i.e. with implications on personal data processing) cannot be subcontracted, except if the subcontractor provides the documentation requested under point 8.9 (exclusion criteria) and point 8.10 (selection criteria) and only after its prior approval by the Contracting Authority.

Therefore the tenderer in its offer must provide detailed explanations of the roles, activities and responsibilities the subcontractor may engage with, in particular if the subcontractor will be involved in processing⁸ of personal data. The bid shall also include a letter of intent by each subcontractor stating its intention to collaborate fully with the Contracting Authority in case the contract is awarded. The tenderer shall also specify the volume/proportion (in a given percentage or by description) of the tender being subcontracted, for each subcontractor. Nevertheless, the responsibility for the full execution of the contract rests with the Contractor, as the contracting authority will have no direct legal commitment with subcontractors. Subcontractors must satisfy the eligibility and exclusion criteria applicable to the award of the contract.

The Contractor of a Specific Contract (SC) may be supported by associated partners providing local expertise and/or logistical support. If such local expertise/support is perceived by the Contractor as needed for the interest of the contracting authority in the scope of a SC, a prior authorisation from the Contracting Authority must be received and reflected in the SC. The FWC Contractor remains the sole party which is contractually liable. Where no associated partner/subcontractor is given, the work will be assumed to be carried out directly by the tenderer.

6.6. Assessment of joint tenders and tenders involving subcontracting

Joint tenders shall be assessed as follows:

⁸ As defined in Regulation (EC) 1725/2018, *processing of personal data means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.*

- a) The exclusion criteria and the selection criteria for economic and financial capacity shall be assessed in relation to each company individually⁹
- b) The selection criteria for technical and professional capacity shall be assessed in relation to the combined capacities of all members of the consortium, as a whole.
- c) The award criteria shall be assessed in relation to the tender, irrespective of whether it has been submitted by a single legal or natural person or by a tendering group.

Joint offers in the stage following the award:

If the Tenderer submits a joint offer but has not yet set up an entity with a legal form, and if he is awarded the contract, the contracting authority may require the Tenderer to give a formal status to his collaboration before the contract is signed, if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of Frontex/EFCA contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The contract shall be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the group (a power of attorney or sufficient authorisation has to be provided and shall be attached to the contract as an annex), when the Tenderers have not formed a legal entity.

Tenders involving subcontracting shall be assessed as follows:

- a) The exclusion criteria and the selection criteria for economic and financial capacity shall be assessed in relation to each company individually¹⁰.
- b) The selection criteria for technical and professional capacity shall be assessed in relation to the combined capacities of the Tenderer and the subcontractor, as a whole, to the extent that the subcontractor puts its resources at the disposal of the Tenderer for the performance of the contract.

The award criteria shall be assessed in relation to the tender. Subcontracting as such cannot be an awarding criterion.

6.7. Cost of preparing tenders

The invitation to participate in a tender procedure does not constitute any commitment on behalf of Frontex or EFCA for award of the contract to a company. Frontex or EFCA shall not reimburse any costs incurred by Tenderers in preparing and submitting offers.

6.8. Confidentiality and public access to documents

6.8.1. General implementation

In the general implementation of its activities and for the processing of tendering procedures in particular, Frontex/EFCA observes the following EU regulations:

- a) Regulation (EC) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC;
- b) Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

Once the Contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

⁹ For the criteria that are deemed to be achieved above a certain level, e.g. overall turnover or turnover with the respect to the specific procurement, a consolidated assessment of all members of consortium together shall be made.

¹⁰ For the criteria that are deemed to be achieved above a certain level, e.g. overall turnover or turnover with the respect to the specific procurement, a consolidated assessment of a Tenderer plus subcontractor together shall be made, to the extent that the subcontractor puts its resources at the disposal of the Tenderer for the performance of the contract.

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting Authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the Contracting Authority or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the Financial Regulation, who are not rejected under Article 141 of the Financial Regulation, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The Contracting Authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets.
- For the specific case of framework contract in cascade, the second ranked in the cascade may ask for comparative advantages of the tender ranked first, but not about the tender ranked third and so forth if there are more than three contractors in the cascade. For specific contracts awarded following reopening of competition, the unsuccessful contractors can ask for the name of the winning contractor but not for the characteristics and relative advantages of the winning tender and the price paid, since the receipt of such information by parties to the same framework contract each time competition is reopened might prejudice fair competition between them.
- The Contracting Authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure, the Contracting Authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.
- The Contracting Authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The Contracting Authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

6.8.2. Data protection Notice

Answering this tender may involve the processing and recording of your personal data (such as name, address or CV). The processing of personal data shall be processed pursuant to Regulation (EC) 1725/2018 on the protection of natural persons with regard to the processing of personal data by Union institutions, bodies, offices and agencies and on the free movement of such data.

Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender. The personal data will be only used that evaluation purpose, the management of the public contract, including its implementation and amendments, and for transactions such as commitments or payments.

These processing operations are under the responsibility of:

- In case of Frontex - Frontex Situation Centre as Data Controller, regarding the collection and processing of personal data for this tender.
- In case of EFCA - Head of Unit Coast Guard and International Programmes as Data Controller.

Your personal data will not be used for any automated decision-making including profiling.

If you are an external data subject, upon receipt by the Contracting Authority of information related to an award procedure, contract or agreement (e.g. application document, communication) from you, personal data may be collected and processed by the Contracting Authority for the purpose of managing the procedure, contract or agreement.

If you are an internal data subject, personal data may be collected and processed by the Contracting Authority as part of you using corporate IT tools which support managing award procedures, the execution of contracts (procurement, experts).

The legal basis for the processing operations on personal data is Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, (hereafter "the Financial Regulation") in particular Articles 160-179 for the procurement procedures. In addition, financing decisions form part of the legal basis for a processing operation, where applicable, in line with Article 110 of the Financial Regulation.

The processing operations on personal data carried out in this context of are necessary and lawful under Article 5(1)(a), (b) and (c) of Regulation (EU) 1725/2018:

- a) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Union institution or body;
- b) processing is necessary for compliance with a legal obligation to which the controller is subject;
- c) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

External data subjects provide personal data when they:

- participate in an award procedure regarding procurement; and
- execute a contract (procurement) that has been awarded to them.

Different data may be processed including:

- Identification data: name, surname, passport number, ID number, IP address; ▫ Function;
- Contact details: e-mail address, business telephone number, mobile telephone number, fax number, postal address, company name and department, country of residence, internet address;
- Certificates for social security contributions and taxes paid, extract from judicial records;
- Financial data: bank account reference (IBAN and BIC codes), VAT number;
- Information for the evaluation of selection criteria or eligibility criteria: expertise, technical skills and languages, educational background, professional experience including details on current and past employment;
- Declaration on honour or the equivalent with regard to exclusion criteria, selection criteria and/or eligibility criteria; and
- System related data: European Commission Authentication Service (EU Login) login name and password (only stored in EU Login), security data/log files (for audit trails) - only applicable if the process uses any IT tool.

The retention periods over your personal data are as follows:

- for a procurement award procedure, data are retained for a period of 5 years from the date of the discharge from the given budgetary year, although:
- for unsuccessful tenderers, data specific to the tenderer are retained for 5 years following the closure of the procedure;
- for unsuccessful candidates in response to an invitation to request to participate or successful candidates who did not subsequently tender, data specific to the candidate are retained for 5 years following the closure of the procedure;

As regards data collected when managing the execution of the contract, these are retained for 10 years following last payment made under the contract.

Notwithstanding the above retention periods, it should be noted that:

- As part of its general document management practices, a Frontex file concerned with an award procedure, contract or agreement and which includes data may be selected or sampled at the end of the retention period, as a result of which some data may be retained in Frontex's Historical Archives;
- any retention of data may be temporarily extended if a monitoring, audit or inspection task in application of European law (e.g. internal audits, the Financial Irregularities Panel referred to in Article 93 of the Financial Regulation, the Exclusion Panel referred to in Article 143 of the Financial Regulation, European Anti-fraud Office - OLAF) is ongoing;

Where data are in an electronic form, they are stored on servers of the Contracting Authority in case no other decision is made by the Contracting Authority. Security requirements ensure that only designated persons have the possibility to access the data kept for the purpose of undertaking the processing operations.

Where data are kept in a paper format, they are stored in the premises of the relevant Units of the Contracting Authority. Access into the premises and within the premises is controlled.

The data will only be processed by the relevant Frontex/EFCA units and within those units, only dedicated staff, as well as auditors to the extent that it is absolutely necessary for the fulfilment of their tasks.

As per external recipients, the general public may have access to the data as per the obligations laid down in the Financial Regulation and per Public Access to Documents (see point 6.8 on Confidentiality and public access to documents). When a natural person has been awarded, access to his/her name may be granted to other participants of the tender procedure or to representatives of general public on the basis of individual requests in line with public procurement and access to documents rules, prior examination of the need and proportionality of the request.

Your data may be disclosed as per publication of the contract award notices in the Official Journal and publication of annual lists of contacts on Frontex/EFCA website.

You have specific rights as a 'data subject' under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase your personal data and the right to restrict the processing of your personal data. Where applicable, you also have the right to object to the processing or the right to data portability.

You have the right to object to the processing of your personal data, which is lawfully carried out on grounds relating to your particular situation.

Special attention is drawn to the consequences of a request for deletion, as this may lead to an alteration of the terms of the tender and lead to rejection in line with Articles 151 and 141 of the Financial Regulation.

You can exercise your rights by contacting the Data Controller (HoU.FSC@frontex.europa.eu), or the Data Protection Officer at dataprotectionoffice@frontex.europa.eu in case of Frontex or the EFCA Data Protection Officer at EFCA-DPO@efca.europa.eu in case of EFCA. If necessary, you can also address the European Data Protection Supervisor.

The Data Protection Officer (DPO) maintains a public register of all processing operations on personal data by Frontex, which have been documented and notified to her. You may access the register via the following link: <https://frontex.europa.eu/about-frontex/data-protection/> in case of Frontex or you may access the EFCA public register of all processing operations via the following link <https://www.efca.europa.eu/content/personal-data-protection> in case of EFCA.

This specific processing operation has been included in the DPO's public register under number 27.

7. Implementation of FWC

7.1. Types of assignments

The following Lots are envisaged to be procured under this Framework Contract (FWC):

- Lot 1 Land/Coastline Range surveillance missions category with providing of information:
 - a) via Remote Mission Portal and sharing of Compiled Operational Picture (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
 - b) with live streaming of raw data (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);

- Lot 2 Mid-Range maritime surveillance missions category with providing of information:
 - a) via Remote Mission Portal and sharing of Compiled Operational Picture (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
 - b) with live streaming of raw data (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);

- Lot 3 Long-Range maritime surveillance missions category with providing of information:
 - a) via Remote Mission Portal and sharing of Compiled Operational Picture (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
 - b) with live streaming of raw data (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);

- Lot 4 Rotary wing surveillance missions category with providing of information:
 - a) via Remote Mission Portal and sharing of Compiled Operational Picture (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
 - b) with live streaming of raw data (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);

Regardless of the lot the tenderer has to be able to provide all the collected information in both ways:

- via compiled operational picture and;
- live streaming of raw data.

The collected information must be delivered near real time via LROS for Lot 4, via LROS and BRLOS for Lot 1 and via BRLOS for Lot 2, Lot 3.

The way to provide the collected information and the amount of streaming capacity near real time (the general requirement of streaming is applicable all the time during the entire duration of the mission, however, in some SCc, it may be changed to streaming in defined situations only, for example: only if Object of Interest is identified) will be stipulated in the Description of Assignment of the particular Specific Contract.

7.1.1. Reopening of Competition

The FWC shall be implemented by means of Specific Contracts (SC).

These SCs shall be awarded based on the specific proposals submitted by the framework Contractors in response to Requests for Services within a specific Lot, issued by the Contracting Authority.

Each time the competition is reopened, the framework Contractors for the Lot concerned shall be invited to submit proposals for the specific assignment described by the Contracting Authority in the Request for Services.

The Contracting Authority shall establish and communicate to the framework Contractors for the Lot concerned the deadline for submitting the specific proposals and details of the relevant award criteria for their evaluation. That deadline will not be shorter than 3 working days calculated from its e-mailed notification to the framework Contractors for the Lot concerned. There will be a possibility to submit offers in electronic version (pdf format preferred for the text files) to the functional e-mail address of the Contracting Authority.

In general, each Specific Contract shall be awarded on the basis of the most economically advantageous tender, using the model of evaluation criteria in Table 3 and Table 4 and the price/quality ratio (40/60) used for awarding the Specific Contract.

7.1.2. Specific Contracts

For each service execution within the FWC, the contracting authority will release to the Framework Contractors for the concerned Lot a Request for Services, which will define:

- The timeframe, the geographical area where the aerial surveillance service will be used, Objects and Events of Interest, combination of sensors, communication capacity required in the asset, as well as transfer of data/information to the Coordination Centre(s) designated by the contracting authority for further distribution and exploitation.
- In some Specific Contracts the Contracting Authority may require the bidders to provide information on the safety and security measures to be taken during the deployment to guarantee the safety and security of all the deployed staff and assets in the operational area. Contracting Authority also reserves itself right for introduction into some prospective Specific Contracts certain additional requirements, not defined in the concluded Framework Contracts, but required for a given SC by the Host Country.
- If, after the receipt of the Request for Services, one of the framework Contractors requires clarifications, answers to these clarifications shall be prepared without delay and distributed to all framework Contractors. Such requests for clarifications shall not be admissible on the last 48 hours before the deadline for submitting the specific proposal. Unless the clarifications imply modification of the initial Request for Services, the deadline for submitting proposals shall not be extended. The offers shall be evaluated using the models of evaluation criteria in Table 3 and Table 4 and the results of their individual evaluation shall be communicated separately to the bidders. The Contractor which submits the most economically advantageous offer, which meets all the mandatory requirements, will be awarded the Specific Contract.
- The Contractor must sign the Specific Contract within 3 working days of its receipt. Once the SC is signed by both parties, the provision of the service shall start not later than within 2 calendar weeks, unless otherwise provided in the particular Request for Services.

7.2. Acceptance

For any Specific Contract, the official acceptance of the service delivered will take place at pre-defined milestones: at the start (regarding test flight), during the implementation and at the completion of each Specific Contract. It shall be conducted against the quality or acceptance criteria set in the Request for Services applicable to the particular Specific Contract.

7.3. Prices and payment

All prices shall be in Euro, excluding VAT.

The payments for each specific contract shall be executed as follows:

Pre-financing:

- Upon signature of the specific contract the Contractor may issue an invoice for a pre-financing payment corresponding to the value of the "Total financial cost of the service" from the Financial Proposal form for the Specific Contract, but not more than 20% of the total financial proposal of the offer (excluding relocation cost). The Contracting Authority shall pay the invoice within 30 days after its receipt. The invoices for interim or final payment as described below shall indicate and deduct the advance payment until its amount is fully cleared.

Interim payment:

- Invoices for the first interim payment may be issued after the first 50 executed mission flight hours which is followed by interim payment(s) after blocks of 100 executed mission flight hours, based on a mission reports accepted by the Contracting Authority. The first interim payment can be requested only after the amount of pre-financing payment is consumed (meaning the number of flight hours corresponding to the amount of the advance payment have been executed and accepted). The payment shall be executed within 30 days after the receipt of the invoice. In case of force majeure situation or conclusion of an additional agreement between Frontex/EFCA and the Contractor, interim payments can be implemented after blocks of 50 executed mission flight hours, as well for even a shorter period of the implementation of the SC, based on the prior approval of the applicable Authorizing Officer of Frontex/EFCA.

Final payment:

- After acceptance of all deliverables and reception of the final invoice, the Contracting Authority will execute the final payment within 30 days.

7.4. Language

For the implementation of the Framework Contract and the Specific Contracts, all communications shall be made in English.

7.5. Points of Contact

Prior to the conclusion of the FWC, the Contractors shall nominate contact persons, as follows:

- Contact person to act as a single contact point vis-a-vis Frontex or EFCA for the purposes of implementation of the Framework Contract, who shall be available on a permanent basis. All the contractual correspondence and related coordination issues shall be channelled via this person;
- Project Manager(s) who shall be responsible for the implementation of individual, some or all the Specific Contracts granted to the company (the number of nominated Project Managers will depend on the decision of a Contractor, made when awarded a Specific Contract);
- Framework Contract Executive who shall be ultimately representing the Contractor's company, as well as its subcontractors vis-a-vis Frontex or EFCA (i.e. it will be the signatory person(s) for the FWC and for each awarded Specific Contract) and shall supervise the overall performance of the Contractor.

Frontex and EFCA will nominate their contact persons (Contract Managers) who will be single contact points for all the matters related to the FWC implementation. Frontex and EFCA, as well as each contractor, will also nominate one representative per each party as Data Processing Point of Contact (DP PoC).

7.6. Methodologies, best practices and standards

The Contractor shall perform in accordance with technical norms, standards and procedures based on best professional practice in the aeronautical and/or telecommunications field.

7.7. Underperformance

The conclusion of the FWC does not impose on the FW Contractor the obligation to submit a proposal in reply to each Request for Services; however, the Contracting Authority reserves the right to terminate the FWC in the following cases:

In case one of the FW Contractors:

- is not respecting its contractual obligations (fails to provide the service offered in their bid),
- after conclusion of the period of 1 year counted from the date of framework contract signature, is not responding to the issued Requests for Specific Contracts,
- fails to submit a proposal for the third time in a row without justified reasons,
- is not submitting compliant proposals against the Request for Specific Contract (its proposals are evaluated to be below the minimum required levels for at least five times),

it may be recognized as a breach of the Contractor's obligations under the FWC, in which case the Contracting Authority may decide to terminate the FWC with this particular Contractor, in line with the provisions of the Contract.

7.8. Escalation

The Contractor shall continuously monitor the progress of the work and risks of underperformance. In case the Contractor registers underperformance or assesses a risk of underperformance behind acceptable tolerances established in the project plan, the Contractor must report it to the Contracting Authority according to standard reporting procedures agreed for the Specific Contract. If the standard reporting procedure does not correspond to the urgency of the issue, or in the Contractor's perception the report does not reflect proportionally the reported underperformance or risk, the Contractor shall escalate it by Means of Registered Communication to the Contracting Authority.

In case of observing serious underperformance or a risk of underperformance of the Contractor, the Contracting Authority may escalate this observation to the Contractor by Means of Registered Communication and this requires that the Contractor's higher management representative will be available to the Contracting Authority to report on the issue and propose countermeasures at short notice.

8. Terms of Reference

The Tender Specifications (including Terms of Reference) will become an integral part of the framework contract that may be awarded as a result of this tender procedure.

8.1. Description of the services & scope of the contract

For all Lots the following deliverables are requested:

- Provision of asset(s) fitted with the necessary payload, communications and mission support as to be defined in each Description of Assignment related to a Specific Contract;
- Satisfactory performance of contractually foreseen flying hours following the tasking agreed in each Specific Contract;
- Availability of dedicated Contractor's and also subcontractor(s) (if subcontractor(s) is/are applicable for the given FWC/SC) personnel to be deployed (as defined in 8.4.3, below), which may also be required to possess of at least CONFIDENTIEL UE/EU CONFIDENTIAL security clearance certificate, to ensure the proper operation of the aerial asset(s) and the communication links. The possession of the EU MS security clearance certificates by the proposed personnel is not mandatory for signing the Framework Contract, but it may constitute a mandatory requirement for awarding some of the prospective Specific Contracts;
- When the Contracting Authority or the Host Country requires that the information is sent directly from the satellite to a dedicated server with provided location as specified by the Contracting Authorities or to the national authority, direct secure wideband communication with the designated Coordination Centre will be required as a mandatory requirement in the SC. In such case, the Contractor is required to provide and install the Satellite Communication Station at the applicable Coordination Centre. The wiring will be arranged on a case by case basis and details will be stipulated in each Specific Contract, but the Contractor should have the capacity to provide the wiring in case it is requested by Frontex;
- Provision of asset data and information shared near real time in the format as specified in Chapter 8.4.3. via a broadband communication link with the contracting authority designated Coordination Centre (e.g. Compiled Operational Picture).

8.2. Indicative Implementation plan for the FWC

The list below presents the indicative plan of the implementation of the Framework Contract, which is not binding on the Contracting Authority and may be adapted during the contractual period.

- First Specific Contracts are scheduled to be started in Q1 of 2021.
- The Contracting Authority may call more than one service in any of the Lots simultaneously;
- The estimated duration of the Specific Contracts for all the Lots is from 6 to 12 months;
- It is intended to launch 1 to 2 Specific Contracts annually under Lot 1, Coastline/Land Range aerial surveillance mission category;
- It is intended to launch 4 to 5 Specific Contracts annually under Lot 2, Mid-Range maritime surveillance mission category;
- It is intended to launch 1 to 2 Specific Contracts annually under Lot 3, Long-Range maritime surveillance mission category;
- It is intended to launch 1 Specific Contracts annually under Lot 4, Rotary Wing surveillance mission category.

8.3. Financial Ceiling

Maximum budget available for the FWC is 101,500,000 EUR (one hundred and one million, five hundred thousand EUR).

The Frontex estimated contribution to the total budget of the FWC is 100,000,000 EUR.

The EFCA estimated contribution to the total budget of the FWC is 1,500,000 EUR.

The indicated maximum budget of the FWC is envisaged to cover the entire maximum period of validity of the contract.

The estimated division of budgetary allocations per each lot is as follows:

Lot 1: 14,000,000 EUR;

- Frontex contribution - 14,000,000 EUR;

Lot 2: 53,600,000 EUR with the following breakdown;

- Frontex contribution - 53,000,000 EUR;

- EFCA contribution - 600,000 EUR;

Lot 3: 30,900,000 EUR with the following breakdown:

- Frontex contribution - 30,000,000 EUR;

- EFCA contribution - 900,000 EUR;

Lot 4: 3,000,000 EUR;

- Frontex contribution - 3,000,000 EUR;

The maximum total duration of the FWC is 4 years.

The contracting authority reserves the right to:

- conduct negotiated procedure without prior publication of a contract notice based on point 11.1 (e) of the Annex I to Financial Regulation to increase (up to 50%) the financial ceiling, if such a need occurs and the respective conditions apply, and consequently to sign a relevant Amendment to the FWC with these Contractors who agree on such financial ceiling increase.

8.4. General Requirements

The following requirements apply to any work item of the FWC, adherence to these requirements shall be explicitly confirmed by the Tenderer in his offer.

To enter the FWC the bidder shall declare, (relevant free-format declaration has to be submitted in its offer for the FWC) that in order to be fully prepared for the proper implementation of its contractual obligations, after the FWC signature, he and also subcontractor(s) (if subcontractor(s) is/are applicable for the given FWC) will initiate (if not in possession) the process for obtaining the EU security clearance certificate at level of at least CONFIDENTIEL UE/EU CONFIDENTIAL for the staff involved in management of data/information. Verification of the possession of proper and valid EU MS security clearance certificates will be done by Frontex/EFCA Security Officer during the evaluation of offers for the Specific Contract. Therefore, the EU MS security clearance certificates must be valid at the moment of submission of offers for the Specific Contracts and for their entire duration.

In case the Contractor is awarded the Framework Contract, the Contracting Authority reserves its right to demand a check of the capacity proposed in the technical offer Contractor's any time within 180 calendar days after the signature of the Framework Contract. During that check, the Contractor may be also required to provide a test flight in order to demonstrate all the declared capacity. The details regarding the location and time of this potential test flight will be discussed and agreed by the Contracting Authority with the Contractor at least 15 calendar days in advance. If the Contractor does not fulfil all the contractual requirements at the first test flight, maximum 2 (two) additional test flights will be scheduled within the period given above.

The cost of the test flight(s) should be borne by the Contractor.

If the particular Contractor is not able to prove the compliance with all the mandatory requirements stipulated in this ToR, by satisfactory passing of a capacity check (including test flight) as stipulated above within maximum period of 180 calendar days after the signature of the Framework Contract, the Contracting Authority will terminate the Framework Contract with this Contractor.

8.4.1. Duration

The Framework Contract is expected to be concluded per each Lot for 2 years (renewable once for another 2 years) and have a maximum total duration of 4 years.

8.4.2. Venue

Any services contracted under this FWC, including those in the scope of any Specific Contract, should be performed by the Contractor in the designated Area of Service Deployment defined in each Specific Contract.

8.4.3. Services to be delivered by the Tenderers

The regular services provided by the Contractor involve both scheduled and unscheduled surveillance missions in the Areas of Interest which are composing an Area of Service Deployment, identified by the Contracting Authority.

The provision of all these services will require the following:

a. Aerial Assets:

- Must be certified of operating under VFR (Visual Flight Rules);
- Must be certified of operating under IFR (Instrument Flight Rules) (mandatory for Lot 1, Lot 2 and Lot 3). IFR capability, NVG capability and cockpit NVG friendly capability for Lot 4 will be scored with extra points;
- Operator of the asset for this FWC must be certified in accordance with the EASA (European Aviation Safety Agency) regulation;
- Able to fly during the day and night and at any weather conditions except the ones related to take-off and landing;
- For all Lots shall be able to operate (including all phases of the flight: start-up, taxi, take-off and land) with crosswinds components of at least:
 - Lot 1: 15kts;
 - Lot 2 and Lot 3: 20kts;
 - Lot 4: 35kts;
- For Lot 2 and Lot 3 the asset must be certified for flight in at least light to moderate icing conditions;
- For Lot 3 life raft drop-out capability is mandatory;
- For Lot 1, Lot 2 and Lot 3 only manned fixed wing aircraft will be accepted;
- For Lot 4 only manned rotary wing aircraft will be accepted;
- Fixed wing aircraft may have either piston or turbine engine(s), the turbine engine can be mandatory for some Specific Contracts. Helicopters shall be turbine powered;
- Number of engines for Lot 1: single or twin-engine;
- Number of engines for Lot 2, Lot 3 and Lot 4: twin-engine only;
- Equipped with the compulsory items to fly over the sea depending on the distance from the coast;
- If flights are going to be performed over the sea, the emergency floating devices in case of ditching shall be compliant with regulation (EASA for example for EU MS and TC in bilateral agreement);
- Aircraft type for Lot 1 and Lot 2 should have capacity to accommodate minimum 1 additional person on board over the entire crew (flight crew + sensor operator(s)) required for the mission;
- Aircraft type for Lot 3 should have capacity to accommodate minimum 3 additional persons on board over the entire crew (flight crew + sensor operator(s)) required for the mission;

- Aircraft type for Lot 4 should have capacity to accommodate minimum 1 additional person on board over the entire crew (flight crew + sensor operator(s)) required for the mission;
- Short-Range Assets (Lot 1) - Air assets must be able to reach the surveillance area located at a distance up to 150NM from the base airport plus 0,5 hours on station and return back and to perform a total minimum of 4 hours of flight (excluding final reserve and contingency fuel) with 1 additional person on board, with the minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 90Kts;
- Mid-Range Assets (Lot 2) - Air assets must be able to reach the surveillance area located at a distance of more than 151NM from the base airport plus 2,5 hours on station and return back and to perform a total minimum of 5 hours of flight (excluding final reserve and contingency fuel) with 1 additional person on board, with the minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 100Kts;
- Long-Range Assets (Lot 3) - Air assets must be able to reach the surveillance area located at a distance of more than 401NM from the base airport plus 2,5 hours on station and return back and to perform a total minimum of 6 hours of flight (excluding final reserve and contingency fuel) with 3 additional persons on board, with the minimum mandatory payload stipulated in the document and a minimum average patrolling speed of 150Kts;
- Rotary Wing Asset (Lot 4) - All assets that are able to fly minimum 2,5 hours surveillance mission (excluding final reserve and contingency fuel and minimum payload) with 1 additional person on board and a minimum average patrolling speed of 90 KTS.

The air operations required under this contract would mostly fall under aerial survey, which is a specialised operation under Regulation (EU) 965/2012, and which is not subject of certification. Those operators would submit a Declaration to their competent authorities.

For some particular SCs, the Contracting Authorities keep the right not to determine different maximum total weight of the additional personnel to be accommodated on board than 95 kgs.

b. Crew:

- The Contractor has to guarantee the sufficient number of crew members necessary to operate and maintain the deployed asset(s), as well as with staff contingency in case of unforeseen cases (i.e. sickness);
- The crew has to be able to operate according to the EASA (European Aviation Safety Agency) regulation;
- Certified pilot needed to fly with the offered asset executing the surveillance flights day and night;
- Airborne System Mission Operator is responsible for mission management: Sensors, Tactical Communications, etc. Responsible for identifying, recording, and mapping of objects and events of interest;
- Ground Maintenance crew, responsible to ensure the reliability and availability of the platform, payload, and communications;
- Following demands of the Host Country, the proposed personnel involved in the management of data/ information may be required to be in possession of EU MS security clearance, valid for the duration of the Specific Order, at the minimum level of CONFIDENTIEL UE/EU CONFIDENTIAL (the declaration of possession/processing/intention of applying for after FWC signature of such security clearances by the relevant personnel has to be stated in the Contractor's offer for the FWC). The Contracting Authority reserves its rights to check possession and validity of these EU MS security clearances through its Security Officer.
- Liaison Officer deployed by the Contractor is deployed to the designated location for support to flight scheduling, report compilation, liaising with the flight crew, support to sensor data interpretation;

- The Contractor shall ensure provision of service with enough crew in order to perform double flights per day without any limitations even in case the second flight has not been scheduled before, in accordance with the FTL (Flight time limitation) and crew rest. Providing the necessary minimum number of crew is a mandatory requirement to enter the Framework Contract. However, for some Specific Contracts provision of crew for daily double flights may not be a mandatory requirement. Based on the operational needs Frontex/EFCA keeps the right to define in the Description of Assignment of the Specific Contract the minimum number of the pilots and/or sensor operators(s) to be guaranteed.
- All the non EU citizens' staff participating in the deployment must have all the permits, clearances to stay and work within the EU territory. The relevant documents providing evidence of possession such permits, must be provided in the offer for the Specific Contract. The non EU citizens' staff, that fails to provide possession of such permits on the offer, will be excluded and not considered for the evaluation.

For some flights it may be required that additional personnel - representatives of EU Institutions, Host Country, the Operator, Frontex and/or EFCA personnel based on the specific aim of the operational activity are to be taken on board. Except in such case, the personnel on board of the assets shall only be those required to achieve the task objectives.

c. Payload:

The asset shall be equipped with a combination of sensors (precise requirements will be identified in the Description of Assignment for each SC) and not to be considered as an exhaustive list:

- Electro-Optical/ Infrared camera (mandatory for all Lots, the payload shall have the following minimum configuration);
 - giro - stabilized turret;
 - thermal imager;
 - daylight zoom camera.
- The giro - stabilized turret shall meet the following minimum requirements:
 - At least two axis giro - stabilization;
 - Line of Sight (LOS) stabilization per each axis: better than 0,15 mrad radians;
 - LOS pan range: 360 degree, continuous;
 - LOS tilt range: - 90 to +10 degree or better;
 - LOS high slew rate: 60 degree per second or better;
 - LOS low slew rate: adaptable to the current FOV;
 - geopointing operation (might be externally implemented);
- Thermal imager shall meet the following minimum requirements:
 - operation in Midwave Infrared - MWIR (3 - 5 μm) spectral band or better;
 - continuous zoom operation;
 - resolution: minimum 640 x 512;
 - FOV range: from 1.3 to 25 degrees or better;
 - electronic zoom: minimum 2X;
- Daylight zoom camera shall meet the following minimum requirements
 - type: colour;

- resolution: minimum 704 x 480;
- Maritime Surveillance Radar (minimum requirements, mandatory for Lot 1, Lot 2 and Lot 3):
 - Frequency: X band;
 - Automatic target tracking (Track while scan): minimum 200 tracks;
 - Detection capability on the sea (at sea state 3) at least 6 NM for small size targets (Radar Cross Section - RCS = 1m²);
 - Detection capability on the sea (at sea state 3) at least 12 NM for medium size targets (RCS = 20m²);
 - For Lot 4 the Maritime Surveillance Radar is not mandatory to enter the FWC but for some Specific Contracts it will be stipulated as mandatory requirement.
- Independent weather radar is not mandatory to enter the FWC but could be requested and considered as mandatory in the Description of the Assignment for some Specific Contracts for Lot 2, Lot 3 and Lot 4;
- AIS Receiver (mandatory for all Lots, compatible of receiving Class A and Class B messages);
- GPS;
- Other equipment/sensors (e.g. Side Looking Airborne Radar, IR/UV Line Scanner, LFS, SO_x & CO₂ Sniffer, Distress sensors / direction finder, etc.) are not mandatory to enter the FWC but can be requested and considered as mandatory for some Specific Contracts.

Improvements of the minimum technical requirements for any Lot will be scored with extra points. Special attention shall be accorded to sensors specification and data integration as follows:

- Maritime Surveillance Radar: ISAR, CSAR, RS capabilities, detection ranges and different working modes (e.g. Air-to-Air, GMTI, etc.);
 - Electro - Optical / Infrared Camera: laser range finder, resolution, NFOV;
 - Data Integration: specific software tools to streamline operators workflow.
 - Resolution and bitrate of FMV
- d. Optional payload on board of the asset, not mandatory to enter the FWC but for some Specific Contracts extra points could be given for such capability:**
- Satellite phone location equipment;
 - GSM phone location equipment;
 - EPIRB (Emergency Position indicating Radio beacons) detection capability.
- e. Communications:**

The asset should be able to communicate using a combination of the links listed below, precise requirements will be identified in the Description of Assignment for each SC:

- Broadband Data Link directly from the asset to the designated Coordination Centre:
 - a) Lot 1: Line of Sight and Beyond Line of Sight (near real time motion video streaming and data) depending on the terrain and the specifics of the operational area of the service, RBLOS for Lot 1 is not mandatory to enter the FWC but could be requested and considered as mandatory in the Description of the Assignment for some Specific Contracts;
 - b) Lot 2 and Lot 3: Beyond Line of Sight via Satellite Communication is mandatory (near real time motion video streaming and data);
 - c) Lot 4: Line of Sight (near real time motion video streaming and data).
- Voice over IP;

- Encrypted Chat/instant messaging capability - preferably end-to-end dynamic encryption, must be in line with relevant Transport Layer Security (TLS) standard¹¹ applicable to Frontex or EFCA;
- Satellite phone on board is mandatory for all Lots (if it is integrated it will be scored with extra points);
- VHF (FM/AM) Maritime Band Radio is mandatory for all Lots;
- Integrated VHF (FM/AM) Maritime Band Radio is mandatory for Lot 2, Lot 3;
- Portable Remote Video Terminal (when specified by the SC, the specific number remote video terminals will be stipulated within the requirements for each specific contract. Tentatively, the number of required remote video terminals may not exceed 3 pieces);
- Streamline design will be provided to Frontex/EFCA for validation.

The Contractor has to guarantee to avoid any unnecessary processing of collected data and to ensure that only the appropriate persons have access to the data and that the technical means above are not used in a different way than that required.

Data communication has to be encrypted. The encryption method, device, architecture has to be detailed in the offer and to meet the requirements for transmission of at least marking level “sensitive”.

f. Data sharing:

The Contractor shall be able to present in a geospatial information system (GIS) correlated and fused data captured by all the sensors in the aircraft payload. This ‘Compiled Operational Picture’ should be made available in the designated Coordination Centre and to other external stakeholders and to any other institution/entity indicated by Frontex/EFCA for a given mission) in close to real time as required.

In the event, based on the Frontex/EFCA decision, that only the collected raw data should be made available in the designated Coordination Centre, it will be stipulated in the requirement of the Specific Order.

The Contractor has to be able to provide the collected data in both ways (Compiled Operational Picture and raw data only).

Contracting Authority requires that the Contractor shall ensure secure in-stream of data flow to the Internet.

The Contractor shall provide internet connection. The bandwidth should be suitable to transfer all data without any latency delay and it should be a fully managed service including all necessary circuit, hardware and software rental and maintenance for the duration of the contract.

The Contractor shall bear all costs (set-up, maintenance, operation and the fee’s to the communication service providers) for data transfer to the end point.

g. Activities under Contractors’ exclusive responsibility (their related potential costs are to be covered by their financial offers provided for the tender purpose):

- Ground support for the asset;
- Customs issues;
- All the staff participating in the deployment must have all the permits, clearances to stay and work within the EU territory for the duration of the Specific Contract;
- Management of International Traffic on Arms Regulation (ITAR) constrains;
- Appropriate insurances in place for third party liability, for his staff and for his equipment and the deployed Frontex/EFCA or Host Country staff located/accommodated in the premises/assets used by the Contractor for FWC implementation;
- Management of process for request of ATC and CAA authorization in the relevant FIR and airports

¹¹ IT Technical Standard Transport Layer Security, European Commission, Brussels, 22.03.2019. C(2019) 2346 final

Following workflows have to be considered:

1. Nature of operations: GAT or OAT;
2. Co-ordination with Aeronautical Information Services (e.g. NOTAMs issuance);
3. If operations will be executed within controlled airspace - coordination with ATC units;
4. If the aircraft will need to deviate from the rules of the air to execute its mission (linked to NOTAM), potential coordination through ATC with an Airspace Management Cell (AMC);
5. Viability of ATC Comms if operating at low level or at distance from shore provided that the aircraft is controlled by ATC.

h. Compiled Operational Picture:

All ICT systems are subject to delivery or service provisioning under the prospective framework contract that shall comply with the applicable EU and national regulations for ICT systems in the areas of ICT security, data protection, interoperability and maintainability. The necessary infrastructure must be hosted by the Contractor and within the European Union or in a third country if adequate level of protection is ensured and only following Frontex/EFCA authorisation.

1) Near real time data streaming via Remote Mission Portal:

One way of sharing the collected information is via the Remote Mission Portal. On request, the Contractor shall make available at the designated Coordination Centre a dedicated client presenting data/ information structured with the following characteristics:

- a) Operational viewer module (Compiled Operational Picture)
 - A window displaying the live camera and sensor data;
 - If permitted by available network capacity, a window displaying a map with maritime surveillance radar and AIS tracks, on track selection, the following minimum information shall be displayed:
 - Radar: track number, track bearing and range, track course and speed;
 - AIS: MMSI number, position, course and speed;
 - A multi-user chat window;
 - Information about position, course, speed and altitude of the aircraft;
 - A window presenting future mission schedule;
 - A window presenting past missions with the following information:
 - Mission reports
- b) User management module
 - Offered solution should provide a User Management Module - for identity and access management; creating/modifying/deleting users (end-users and administrators) and permission management. Web interface for the module. Defining IP addresses for the users to filter access to the solution at network level.
 - The Portal should grant web based access to a number of authorized IP addresses via HTTPS (designated Coordination Centre, Frontex/EFCA and/or any other institution/entity indicated by Frontex/EFCA for a given mission, other authorized remote users from the Host Country) with the possibility to administer locally the access to live and recorded video.

The bidder is required to describe in its bid the technical setup, the topology for the data flow and the details of the data processing in line with the requirements stipulated above.

This contract is focused on delivery of services where Frontex and EFCA are the consumers while the whole necessary sensors, data transmission, data storage and data processing infrastructure are offered and handled by the service provider. Until now Frontex ICT systems are hosted on-prem. Based on recently approved Frontex ICT Operations Plan 2020-2025, Frontex approaches use of cloud for hosting of a part of ICT infrastructure and services. At the same time Frontex plans to modernize its on-prem infrastructure for classified systems. From operational perspective, volume and level of sensitivity of data processed by Frontex increases. Frontex strategy towards ICT systems and the evolution toward processing classified data and personal data may lead Frontex to a need for taking over or building its own infrastructure to fully control processing and storage of the surveillance data.

Because of the above mentioned reasons, the bidder is required to include in his proposal a description which covers the following information items:

1. Is it technically and legally (in terms of licensing) feasible to hand-over the control of data storage and data processing infrastructure including the Remote Mission Portal to Frontex?
2. If the answer to 1) is positive than please explain which parts of the service provider infrastructure could be transferred and remain with exclusive control of Frontex.
3. If such migration is feasible, please explain feasibility, legal and technical conditions, general topology of following options:
 - a. Remote control of Frontex over selected elements of infrastructure required for the data storing and processing services
 - b. Migration of the mentioned elements to Azure cloud controlled by Frontex or private cloud
 - c. Migration of the mentioned elements to Frontex on-prem data center infrastructure
 - d. Explain other possible options if exists.

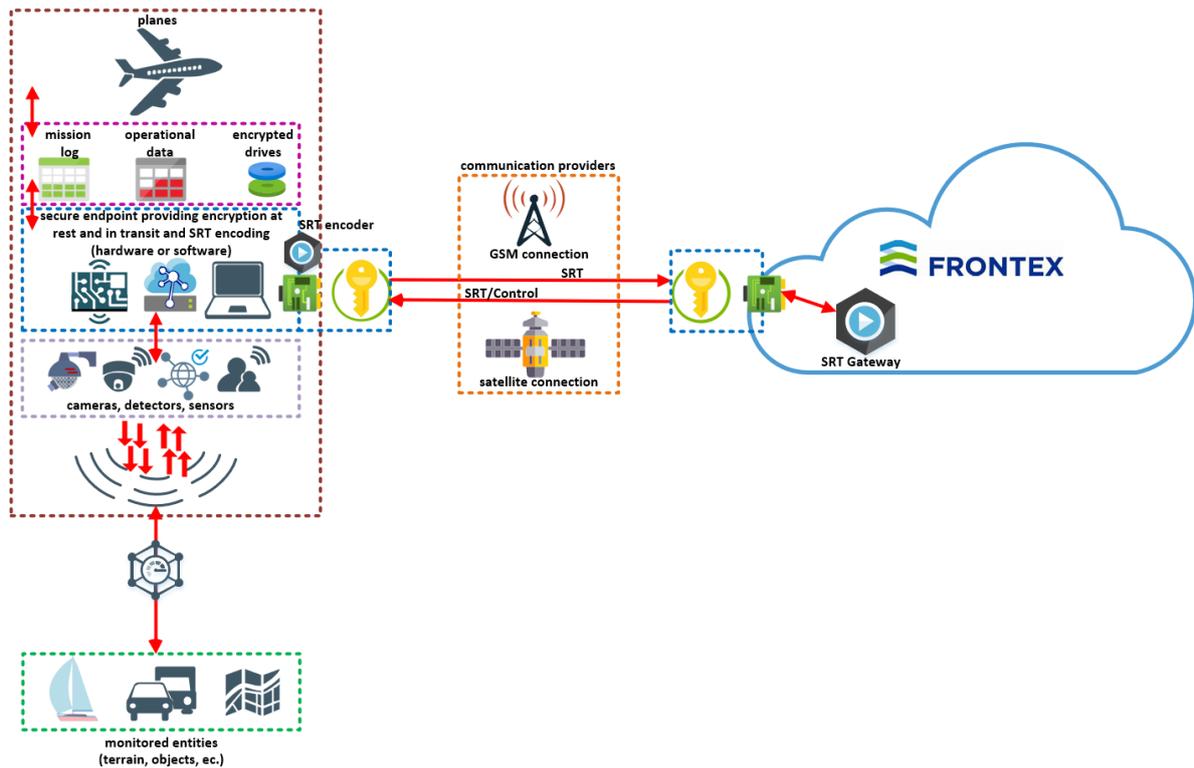
The requested information will not be taken into scoring of the proposals. However it can be used during the execution of the FWC and at its completion, or in case of operational or legal needs of Frontex.

2) Near real time data streaming via direct raw data streaming:

A considerable number of service requests will be dedicated to the implementation of tasks related to the compilation of the European Situational Picture, the monitoring of migratory flows, carrying out risk analysis or for the purpose of identifying suspects of cross-border crime. When such calls are launched by Frontex, the Contractor will be obliged to comply with the requirements stipulated below. In order to manage the data and information compliant with the aforementioned purposes, Frontex has implemented one backend service to integrate different kind of surveillance data. Furthermore, the envisaged way of data dissemination to Frontex is therefore via near real time streaming services from the aircraft directly to the Frontex IT infrastructure without any third parties processing.

The low latency data streamed including FMV, AIS, Radar tracks and other surveillance data shall be provided protected by the end to end encryption and in the formats specified below.

For the near real time data streaming setup, no data processing shall take place at the Contractors' or any other 3rd party premises. However fusion of radar, AIS or phone locations is permitted on board of the aircraft. In this case the fused tracks shall be disseminated to Frontex in a format well described and easy to handle like plain text CSV stream. The Full Motion Video shall always be distributed according to the standards described below.



2.1. Video Transport protocol - SRT

The bidder must be able to provide low latency data streaming (including video & metadata) from the plane using SRT.

The SRT is an open source video transport protocol and technology stack that optimizes streaming performance across unpredictable networks with secure streams and easy firewall traversal, bringing the best quality live video over the worst networks. The SRT is an open standard supported by SRT Alliance (www.srtalliance.org).

Following protocol specification (shared by the owner of the standard) the offered implementation of SRT protocol must “supports end-to-end 128/256 bit AES encryption, protection against jitter, packet loss and bandwidth fluctuation and latency of network connection”. This requirement is mandatory for the Contractor.

Frontex prefers use by the bidder the hardware SRT encoder installed in the assets. Software SRT encoders are also allowed if an additional hardware is not allowed to be installed in the asset due to weight limit or non-compliance with required certifications.

This is a soft requirement which, when met, will give the Bidder additional points in the competition (more details can be found in Table 4 Evaluation Criteria for Specific Contracts in case raw data transmission is requested).

2.2. Full motion video (FMV)

FMV must use MPEG-TS container and code vide stream in codec H.265. FMV shall be provided in compliance with NATO STANAG 4609 Edition 3 including metadata elements according with MISB 0601. The envisaged end result is locating the video frame on a map, position, altitude, pitch and roll of the asset fulfilling the following requirement:

- STANAG 4609 - NATO Digital Motion Imagery Standard
<https://standards.globalspec.com/std/1222789/stanag-4609>
- H.265 also known as High Efficiency Video Coding or MPEG-H Part2

- https://en.wikipedia.org/wiki/High_Efficiency_Video_CodingMPEG-TS - transport stream that is standard digital container format for transmission and storage of audio, video and data.
https://en.wikipedia.org/wiki/MPEG_transport_stream

2.3. AIS

AIS data shall be streamed in native NMEA 0183 format. The AIS data stream will be stored at Frontex/EFCA and integrated into the European Situational Picture.

2.4. Radar tracks

Radar tracks shall be streamed in NMEA 0183 or CSV text format. In exceptional situation when those are not available, the Contractor may propose a different format easy to be decoded and similar in complexity. Binary formats are also accepted. In this situation, the Contractor shall provide a justification and a clear description in their proposal. The radar tracks will be stored at Frontex/EFCA and integrated into the European Situational Picture.

2.5. Interoperability

It is appreciated if the proposed solutions will provide support for the Cursor-On-Target (CoT) standard.

CoT Event data model (used by NATO) defines an XML data schema for exchanging time sensitive position of moving objects, or "what", "when", and "where" (WWW) information, between systems
http://www.dodccrp.org/events/2006_CCRTS/html/papers/073.pdf
<https://ndiastorage.blob.core.usgovcloudapi.net/ndia/2008/USCG/Wednesday/2NiessenCursorOnTarget.pdf>

This is a soft requirement which, when met, will give the supplier additional points in the competition for the Specific Contracts (more details can be found in Table 4 Evaluation Criteria for Specific Contracts in case raw data transmission is requested).

2.6. Global System for Mobile Communications - GSM and Satellite phone locations (optional requirement)

The requirements for the transmission of this data are the same as the requirements to the transmission of the radar tracks.

The bidder is requested to describe in its bid the technical setup, the topology for the data flow and the details of the data processing.

All the Contractors of the FWC have to report on quarterly basis to the Contracting Authority their available capacity related to the offered assets and payloads. The report should contain the number of available assets together with the payload and the duration of availability within the upcoming 12 months. All the reports will be handled as commercial confidential information.

8.5. Information Security Management

8.5.1. Sensitivity, hosting and access to data

The data provided must be considered as Sensitive Non-classified (SNC) and can only be shared following Frontex/EFCA authorisation and instructions. Any information collected during the missions including Personal Data must be hosted¹² within the European Union. The Contractor may transfer/transmit data to the systems located in a third country if adequate level of protection is ensured and only following its prior Frontex/EFCA authorisation, provided that transfer is indispensably necessary for providing the services under the FWC. The transfer should take place solely to allow tasks covered by the competence of the Contracting Authority. Any SNC information must be hosted within one or more EU Member States. SNC information must be protected under Article 339 of

¹² physical place of servers and/or other processing units, business of housing, serving, and maintaining files for one or more IT services

the Treaty on the Functioning of the European Union on professional secrecy, Article 17 of the Staff Regulations, and the Regulation (EU) 1725/2018.

The Contractor shall ensure that own processing operations or those of its subcontractor(s) are compliant with the security measures designed to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. The Contractor will report back to Frontex in a period no longer than 24 hours about any personal data breach¹³.

Access to the data will be granted to the staff of the Contractor or its sub-contractor(s) approved in advance by the Contracting Authority only on a need to know basis. In addition, the Contractor should provide a list of different access rights and the reason for that distinction held by the contractor, plus the number of persons under each type of access as requirement for the evaluation.

Solution should support Frontex/EFCA authentication services. Access rights that are granted to staff from the Contractor, and the numbers of staff with such (often privileged) access, should be kept to the strict minimum.

In addition, the strength of the authentication mechanism must be determined in light of the additional risks involved in the solution. The use of two-factor or multi-factor authentication is mandatory and required for systems that handle sensitive non-classified information.

The staff of the Contractor or its subcontractor(s) shall not disclose any operational information (e.g. but not limited only to flight schedule, operational area, Ool, etc.) to anyone during the course and even after the end of the deployment. Nor the Contractor or its staff shall disclose personal data, either gathered during the course of the action, or administrative personal data disclosed by Frontex/EFCA (i.e.: for accessing the portal) to any third party. Should the need for disclosure arise, that need would be of Frontex/EFCA only and as such it would be mandated to the Contractor in written form. This obligation affects also the subcontractors, unless the disclosure is mandated by law, in which case, the Contractor by itself or on behalf of the subcontractors engaged must disclose to Frontex/EFCA all circumstances and legal regime that may oblige them to disclose the data to a Third party (i.e.: national intelligence agencies). The Contractor will be required to sign an Agreement of non-disclosure of information together with the signature of any Specific Contract within this framework contract.

8.5.2. Data and medium management

Frontex/EFCA is the owner and Controller of all data, including all the video records and the images captured by the aircraft during the flights as well of the resulting product after any alteration required necessary for data integration or any other product resulting of necessary data manipulation.

For the Remote Mission Portal and real time streaming, the crew shall record all the surveillance activities performed during the flight. After each flight, the records have to be handed over to an appointed Frontex/EFCA representative on an agreed information carrier (details will be agreed during the briefing). No other copy will be made or kept by the Contractor or its subcontractors. The records shall be erased from all the Contractor's data carriers latest after 72 hours of landing following the approval of the Data Controller. The Contractor has to describe in the offer the way of erase such way cannot be reconstructed, partially or wholly.

When in the possession of the Contractor, the hard drive will be stored in a secure place not accessible to persons not involved in the execution of the Specific Contract. The physical measures of the secure place means at least safebox.

8.5.3. Security of the solution related to data handling, data transfer and data processing

8.5.3.1. Documentation of the solution in relation with data processing

The bidder shall describe in detail the architecture, components, services and the security measures that are implemented in order to guarantee the confidentiality, the integrity and the availability of data during its

¹³ Personal data breach is defined here as a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

processing, transfer and storage. This solution has to be approved by the Contracting Authority. Security documentation should contain at the minimum: Security Validation Strategy, Access controls details (including privileged access control and administrative controls), Business Continuity, data encryption (at rest and in transit), data input/output validation controls, network security, operating system or cloud components configuration, physical security of system devices (within coordination centres), user accountability and security logging.

This documentation must also include the components and services delivered by subcontractor(s) and/or third parties (e.g. cloud provider if applicable). It must also deal with the hardening of the infrastructure and patching policies in place for all components. Provider Security Policy should be presented to ensure that it fulfils the security requirements of Frontex/EFCA.

8.5.3.2. Use of Encryption

The bidder shall describe the equipment used for the encryption of the data during the operation.

When information is persistent (i.e. not just held temporarily during processing) and is encrypted at rest, key escrow procedures must be available. Hard drive used for offline data transfers - encryption at rest (i.e. hard drive encryption) needs to be implemented and supported. Data storage is not allowed in the Contractor's cloud repositories.

In case of use of the Remote Mission Portal, the solution must guarantee the end-to-end encryption of data. In case of "Near real time data streaming", implying the transfer of data to a server of the Host Country or/and of Frontex/EFCA the solution must guarantee the encryption between the flying platform and the network of the Host Country/Frontex/EFCA. In that case, the Contractor shall provide the authority, in addition to the satellite receiver/ transmitter, with a device that will decrypt and encrypt the flow of data to be located at the edge of the Host Country/Frontex/EFCA IT infrastructure or just in front of the server to which the receiver/transmitter must be connected. The Contractor will be responsible for the maintenance and the support of that equipment. The network owner is responsible to adapt the configuration of its network and security device to enable the connectivity of this device to the receiver receiver/transmitter on board of the plan and to the server of the Host Country or Frontex/EFCA to which the data will be routed.

Any data transfers must be compliant with the applicable standards relevant for processing of SNC (applicable Transport Layer Security Standard); this is applicable to both data transmission use cases: via Remote Mission Portal and sharing of Compiled Operational and with live streaming of raw data. Data communication has to be encrypted. The encryption method, device, architecture has to be detailed in the offer and to meet the requirements for transmission of data with agreed level of sensitivity (SNC).

8.5.3.3. Audit and penetration tests

Frontex/EFCA (or any third party authorised by any of them) may at any time perform IT security and data protection audit of the IT infrastructure and the IT standard operating procedures applied by the Contractor and the penetration tests for the implementation of this framework contract in order to verify the conformity with the applicable regulation and documentation provided. The Contractor has to facilitate the performance of such audit.

The Contractor will cooperate with Frontex to mitigate any vulnerability of severity (high or critical), identified by the audit, on the Contractor's expense.

8.5.3.4. Security-related logging

Critical security-related logs must be identified and should be stored by a service that is separate from the system. The service should preferably be hosted inside dedicated infrastructure that is exclusively dedicated to Frontex/EFCA to ensure that no third party can access, alter or delete the logs. It is important to identify those logs that are significant for auditing or incident response purposes. These may include records of events such

as: user login attempts, changes to system, environmental or network configuration, updates of critical business information, log file management.

8.6. Working environment and conditions

The flying platform will be accommodated at the base airport(s) determined in the Description of Assignment for the Specific Contract which will be selected by the Contracting Authority in accordance with its definition (see point 1), so taking into account the tactical suitability, adequate logistic services and its working hours compliance to the SC requirements for flights conduction. The Contractor should respect national legislation and flight regulations of the State where the base airport is located. In some Specific Contracts the relocation of the aerial asset will be requested with the pre-notified maximum number of relocations during the deployment period.

The Contractor is responsible for the logistics of the asset including but not limited to: airport accommodation for the asset, airport access for the crews, fuel and any other required ground support, security of the asset, crews accommodation.

The Contractor is also responsible for addressing custom and potential import issues, of getting the necessary flight permissions and permissions to fly and perform the patrolling activities, of Air Traffic Control management, and of procuring the necessary maps of the Operational Area.

The Contracting Authority will put the Contractor in contact with the designated Point of Contact (PoC) at the designated Coordination Centre, and this PoC will facilitate the access to all necessary operational briefings and de-briefings to the Contractor's crew.

Up to one week before the deployment, the Contractor will have the possibility to deploy the asset and all the equipment in the selected base airport and to organise familiarisation flight(s) in cooperation with the Contracting Authority and the local authorities. Along the same time the Contractor will take part in drafting of the flight schedule. A field visit may also be organised accordingly.

8.7. Costs and prices

The prices included in the FWC and in the related SC are fully inclusive. No additional costs are eligible. This includes but is not limited to travel, subsistence, logistics, re-location of service, tests to prove the operational capacity offered for a Specific Contract, as stipulated in the hypothetical scenarios for each Lot in section 8.8. Specific Requirements, communication (including SATCOM), secretariat, customs, training, tooling and equipment used by the Contractor staff. Imposing by a Tenderer or a Contractor of any additional costs to the Contracting Authority, at the level of entering FWC or at the level of entering SC, may result in the rejection of the offer.

It has to be taken into consideration that Contracting Authority may apply at the level of organising re-openings of competition with the purpose of concluding Specific Contracts, that the descriptions of these prospective assignments may contain restrictions regarding financial thresholds for the total cost of the service of the relevant bids. Offers which would exceed the introduced financial thresholds could be rejected from the award procedure for the given Specific Contract.

For each Specific Contract the Contracting Authority will request the Contractor to provide the specific cost of mission flight hour with required number of liaison officer(s) on board, including the specific cost of providing all collected information in both ways: via compiled operational picture and via near real time streaming of raw data. The Contracting Authority may also request the Contractor to provide in detailed breakdown the cost of the service (e.g. cost for relocation of the service, cost for data streaming, cost of fuel and lubricants, cost of safety equipment, etc.).

The breakdown will be a basis for adjustment of the balance payment in the event that the overall contracted capacity of operational flight hours is not delivered until the last day of the deployment, but it will not be a competitive criterion.

In the event the total number of contracted hours are not executed due to Contracting Authority decision (e.g. cancelation of mission before the last effective day of the deployment, etc.) the hours implemented until the moment of cancellation will be paid 100% based on the cost of operational flight hour stipulated in the offer plus:

- a) If 75% or less than the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 50% of the remaining flight hours will be paid and the specific contract is closed;
- b) If more than 75% of the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 75% of the remaining flight hours will be paid and the specific contract is closed.

If the service is requested by the Contracting Authority to be made available for the period of entire deployment but the total number of Contracted flight hours cannot be delivered due to the decision of the Contracting Authority:

- a) in case that less than 90% of the contracted operational flight hours have been implemented, then 90% of the total cost of the service shall be paid by the Contracting Authority;
- b) in case that more than 90% of the contracted operational flight hours have been implemented, then 100% of the total cost of the service shall be paid by the Contracting Authority.

The relocation cost of the deployed service is paid based on the number of implemented relocation(s).

In case the deployed asset is not serviceable out of the scheduled maintenance due to any reason (technical, administrative, crew, etc.) for more than 96 hours continuously and replacement of the asset of the same or higher technical quality is not ensured, Frontex/EFCA will put a penalty in place. After that timeframe if the asset is serviceable again it has to be accepted by Frontex/EFCA in written (the asset is serviceable if the asset fulfils all the requirements stipulated for the SC and able to deliver a mission flight based on the Operational Request).

The value of the penalty for every completed 24 hours after the passed time of 96 hours is the cost of 1 flight hour, as stipulated in the awarded offer.

The amount of penalty will be deducted from the total amount of the following interim payment or from the final payment if no more interim payment invoices will be submitted by the Contractor.

In the event that by the last day of deployment indicated in the Request for Services all contractually foreseen flight hours are not implemented, despite the amendments in the Flight Schedule, Frontex/EFCA will adjust the balance payment in accordance with the total number of flight hours actually performed.

This adjustment will be made on the basis of the unit cost of flight hour stipulated in the offer by the Contractor for the specific contract. Furthermore, Frontex/EFCA may request the Contractor to extend the duration of deployment in order to additionally compensate the implementation of the non-performed operational flight hours. Such extension should not be longer than 30 calendar days after the initially indicated last day of deployment.

Frontex/EFCA reserves the right to postpone the start date of the deployment of the Specific Contracts by no longer than 30 calendar days with keeping the same overall duration of the deployment. Such amendment of deployment dates will be communicated to the awarded company before planned date of the test flight.

In the case that a relevant part of the flight will be affected by service disruption (such as no stream to Frontex/EFCA Headquarters, loss of feed from main sensors, etc), that part of the flight will be subtracted from the calculation of the duration of the flight and the price shall be duly reduced. Only service disruptions exceeding 10 minutes will be taken into consideration. Multiple service disruptions below 10 minutes but exceeding a cumulative total of 30 minutes per mission will be counted as non-effective.

In the case the Return to Base (RTB) decision is made due to unavailability or unsatisfactory provision of the service before reaching the first operational way point based on the operational order, the hours of the flight won't be taken into consideration.

If this disruption will happen after the operational way point is reached, only the hours flown from that moment until the RTB decision is made will be calculated.

8.8. Specific Requirements

The following specific requirements are obligatory for the Tenderer, so the Tenderer is required to declare its full compliance with these requirements in his offer. Offers with partial compliance only will be rejected without evaluation.

It is up to the Contractor to decide on the number of crew on board, however the Contractor shall always take into consideration and ensure the capacity to accommodate one seat (or more) for additional personnel (e.g. Liaison officer) on board, based on the requirements stipulated for each Lot.

8.8.1. Land/Coastline Range Aerial Surveillance mission category:

General description

The Contractor shall provide the contracting authority with land/coastline range surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. The purpose of the surveillance is to report objects and events of interest to a Coordination Centre designated by the contracting authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in the Specific Contract. These services can be provided only with fixed wing platforms.

Planning the service

The areas of operations will encompass all types of terrain including paddocks, hills, seashores and urban areas. The lower areas can experience extensive areas of fog, mist or smog, which can limit visibility. The areas can be extensively wooded and/or populated with domestic structures in close proximity to power lines.

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the set of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract and with no less quality of them than provided in the technical offer for the framework contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The test flight results are reflected in the Test Protocol, which will be an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contracting Authority has the right to terminate the contract.

Planning missions within the service

The Contracting Authority's local coordinator and Contractor representative will plan the missions weekly, in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol;
- Objects and Events of Interest;
- Host Country Coordination Centre officer assisting the crew during the mission.

In unforeseen situations (e.g. identification of a specific object/event of interest in an area which was not indicated in the mission details) the Coordination Centre Officer will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

During the mission

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated land area.
- Transfer the collected information to the Coordination Centre designated by the Contracting Authority via:
 - agreed voice communication channel(s) and/or chat;
 - near real time encrypted transfer of the Compiled Operational Picture and live near real time motion video made accessible through the Remote Mission Portal.
- Broadband communication for this Lot will normally be RLOS. If the specific topography of the Aol would made necessary a BRLOS link, this will be properly specified in the Description of the Assignment for the SC call;
- The duration of data sharing will be determined in the Description of Assignment for a Specific Contract. At least when an Object of Interest is identified the streaming of live video to the designated Coordination Centre will be requested, but the Contractor has to be able to provide continuous streaming during the entire flight if it is requested by Frontex. The requirements regarding the streaming capacity will be stipulated in the Description of Assignment for the relevant Specific Contract. All the information should be recorded by the Contractor and kept for the duration of the service provision.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time raw data streaming will be mandatory.

Mission Report

After each scheduled and unscheduled mission the Contractor crew will produce and deliver to the Contracting Authority and to the Coordination Centre a written report of the mission containing the information specified in the SC even if the flight was cancelled (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

Final Service Report

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all the flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the Contracting Authority of this Service Summary Report will be a mandatory step for final SC payment.

8.8.2. Mid-Range maritime surveillance mission category:

General Description

The Contractor shall provide the contracting authority with Mid-Range maritime surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. The purpose of the surveillance is to report objects and events of interest to a Coordination Centre designated by the Contracting Authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in the Specific Contract. These services can be provided only with fixed wing platforms.

Planning the service

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the set of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract and with no less quality of them than provided in the technical offer for the framework contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The test flight results are reflected in the Test Protocol, which will be an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor`s offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contracting Authority has the right to terminate the contract.

Planning missions within the service

The Contracting Authority`s local coordinator and Contractor representative will plan the missions weekly, in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol;
- Objects and Events of Interest in the Aol;
- Host Country Coordination Centre officer assisting the crew during the mission.

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

During the mission

The Contractor crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated coastline area
- Transfer the collected information to the Coordination Centre designated by the Contracting Authority via:
 - agreed voice communication channel(s) and/or chat
 - near real time encrypted transfer of the Compiled Operational Picture and live near real time motion video made accessible through the Remote Mission Portal
- Broadband communication for this Lot will be BRLOS
- Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) will be mandatory.
- The duration of data sharing will be determined in the Description of Assignment for a Specific Contract. At least when an Object of Interest is identified the streaming of live video to the designated Coordination Centre will be requested, but the Contractor has to be able to provide continuous streaming during the entire flight if it is requested by Frontex/EFCA. The requirements regarding the streaming capacity will be stipulated in the Description of Assignment for the relevant Specific Contract. All the information should be recorded by the Contractor and kept for the duration of the service provision.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time raw data streaming will be mandatory.

Mission Report

After each scheduled and unscheduled mission the Contractor crew will produce and deliver to the Contracting Authority and to the Coordination Centre a written report of the mission containing the information specified in the SC even if the flight was cancelled (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

Final Service Report

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the Contracting Authority of this Service Summary Report will be a mandatory step for final SC payment.

8.8.3. Long-Range maritime surveillance missions category

General description

The Contractor shall provide the contracting authority with Long-Range maritime surveillance category flights in a pre-defined Service Deployment Area, within a specific timeframe. The purpose of the surveillance is to report objects and events of interest near to real time to a Coordination Centre designated by the Contracting Authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in each Specific Contract. These services can be provided only by fixed wing platforms.

Planning the service

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the set of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract and with no less quality of them than provided in the technical offer for the framework contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the Contracting Authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The test flight results are reflected in the Test Protocol, which will be an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contracting Authority has the right to terminate the contract.

Planning missions within the service

The Contracting Authority's local coordinator and Contractor's representative will plan the missions weekly. In the case of Frontex/EFCA missions, it will also be done in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol;
- Objects and Events of Interest in the Aol;
- Host Country Coordination Centre officer assisting the crew during the mission.

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer or person in charge will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

During the mission

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated maritime area;
- Transfer the collected information to the Coordination Centre designated by the Contracting Authority via:
 - agreed voice communication channel(s) and/or chat;
 - near real time encrypted transfer of the Compiled Operational Picture and live near real time motion video made accessible via data streaming and through the Remote Mission Portal;

- Broadband communication for this Lot will be BRLOS;
- The duration of data sharing will be determined in the Description of Assignment for a Specific Contract. At least when an Object of Interest is identified the streaming of live video to the designated Coordination Centre will be requested, but the Contractor has to be able to provide continuous streaming during the entire flight if it is requested by Frontex/EFCA. The requirements regarding the streaming capacity will be stipulated in the Description of Assignment for the relevant Specific Contract. All the information should be recorded by the Contractor and kept for the duration of the service provision.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time raw data streaming will be mandatory.

Mission Report

After each mission the Contractor crew will produce and deliver to the Contracting Authority and/or to their designated Coordination Centre a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

Final Service Report

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the Contracting Authority of this Service Summary Report will be a necessary step for final SC payment.

8.8.4. Rotary wing surveillance missions category

General description

The Contractor shall provide the Contracting Authority with Rotary wing surveillance category flights in a pre-defined Service Deployment Area, within a specific timeframe. The purpose of the surveillance is to report objects and events of interest near to real time to a Coordination Centre designated by the Contracting Authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in each Specific Contract. These services can be provided only by rotary wing platforms.

Planning the service

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the set of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract and with no less quality of them than provided in the technical offer for the framework contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the Contracting Authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The test flight results are reflected in the Test Protocol, which will be an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contracting Authority has the right to terminate the contract.

Planning missions within the service

The Contracting Authority's local coordinator and Contractor's representative will plan the missions weekly. In the case of Frontex missions, it will also be done in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol;
- Objects and Events of Interest in the Aol;

- Host Country Coordination Centre officer assisting the crew during the mission.

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer or person in charge will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

During the mission

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated maritime area;
- Transfer the collected information to the Coordination Centre designated by the Contracting Authority via:
 - agreed voice communication channel(s) and/or chat
 - near real time encrypted transfer of the Compiled Operational Picture and live near real time motion video made accessible via data streaming and through the Remote Mission Portal;
- Broadband communication for this Lot will be RLOS;
- The duration of data sharing will be determined in the Description of Assignment for a Specific Contract. At least when an Object of Interest is identified the streaming of live video to the designated Coordination Centre will be requested, but the Contractor has to be able to provide continuous streaming during the entire flight if it is requested by Frontex. The requirements regarding the streaming capacity will be stipulated in the Description of Assignment for the relevant Specific Contract. All the information should be recorded by the Contractor and kept for the duration of the service provision.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time raw data streaming will be mandatory.

Mission Report

After each mission the Contractor crew will produce and deliver to the Contracting Authority and/or to their designated Coordination Centre a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

Final Service Report

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the Contracting Authority of this Service Summary Report will be a necessary step for final SC payment.

8.9. Exclusion criteria

In line with the Regulation (EU, Euratom) No 2018/1046 of 2 August 2018 (with all amendments) on the financial rules applicable to the general budget of the Union, Tenderers shall be excluded from participation in a procurement procedure if they are in any of the situations as described therein.

In order to fulfil the eligibility criteria, the Tenderer or in case of consortium all members of consortium (and also all subcontractors, if applicable) shall provide within their bids a declaration on their honour, duly fulfilled, signed and dated stating that they are not in one of the situations referred the above (see the relevant Annex - Tenderer's Declaration on Honour).

The Tenderer which will be selected for the award of the contract shall provide in due time, preceding the signature of the contract, the evidence confirming fulfilment of the Exclusion Criteria, as requested by the contracting authority.

Contractor for this FWC needs to be registered in any EU Member State or a Schengen Associated Country or Stabilisation and Association Agreement Country.

8.10. Selection criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

8.10.1. Legal capacity

Requirement

The tenderer's legal capacity will be evaluated using the following criteria:

- The tenderer is asked to prove that is authorised to perform the contract under its national law.

Evidence required

- The tenderer shall provide as evidence a copy of a certificate of professional or commercial registration legally imposed by the country in which the Tenderer is established. If the Tenderer is not required or permitted to enrol in such a register for reasons of his statute or legal status, an explanation should be provided.

8.10.2. Economic and financial capacity

Requirement

The tenderer's economic and financial capacity will be evaluated using the following criteria:

- The tenderer must have the economic and financial capacity to perform the contract.

Evidence required

Proof of economic and financial capacity shall be furnished by the following documents:

- The Tenderer shall provide evidence of its economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
- As evidence, the Tenderer shall provide Frontex with a free-format declaration of its total turnover from the past three closed financial years (information shall be provided separately for each year) and the average annual turnover over the period indicated above must be greater than:
 - 2 800 000 EUR (two million eight hundred thousand EUR) in case of Lot 1;
 - 11 000 000 EUR (eleven million EUR) in case of Lot 2;
 - 6 000 000 EUR (six million EUR) in case of Lot 3;
 - 500 000 EUR (five hundred thousand EUR) in case of Lot 4;

The Contracting Authority reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a tenderer's economic and financial standing.

8.10.3. Technical and professional capacity

Requirement(s)

The tenderer's technical and professional capacity will be evaluated using the following criteria:

- The Tenderer must be allowed by national law to perform aerial surveillance services for law enforcement
- The Tenderer must have at least three years' experience in providing similar services.
- The Tenderer must be able to provide a personnel of experts matching the requirements specified in the Terms of Reference.
- The Tenderer must demonstrate its technical ability to provide all the services and products required in this call for tenders.

Evidence required

The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria to enter the FWC:

- The tenderer must provide as evidence the written confirmation issued by the applicable national authority that under national law the tenderer is allowed to perform aerial surveillance for law enforcement, specifically quoting the provisions entitling to do so.
- Evidence of experience must be provided submitting a list of contracts performed or deliveries executed from the year 2017 onwards, indicating their dates of conclusion and implementation, and their clients. The satisfactory performance of the contracts' implementation (contracts to be chosen from the submitted list and implemented within the period specified above) has to be documented in a form of a reference letter (or equivalent document) issued and signed by the authorised person of the particular Tenderer's client. At least 3 such reference letters are required to be submitted within the offer.
- Evidence of team capacity must be provided by submission of CVs of the staff proposed. Frontex designated staff will handle CVs in compliance with the Regulation (EU) 2018/1725, setting forth the rules applicable to the processing of personal data by European Union institutions, bodies, offices and agencies. The principles of data protection deriving from this Regulation apply during the entire cycle of contract management including the evaluation of the offers. The CVs must include at least the following information:
 - a) Pilots:
 - any law enforcement, military, SAR and Coast Guard Function experience(s) as a pilot;
 - commercial or military licences with ratings for different type or class of aircrafts, total number of hours delivered;
 - total number of hours delivered with the aircraft offered for the given Lot.
 - b) Sensor Operators:
 - any law enforcement, military, SAR and Coast Guard Function experience(s) as an operator;
 - total number of hours delivered as operator.
 - c) Ground crew:
 - any law enforcement, military and SAR experience(s) as ground crew;
 - total number of hours delivered as ground crew;
 - total number of hours served as a ground crew with the aircraft offered for the given Lot.
- In case of other relevant staff involved in the FWC (project manager, FWC executive and financial administrator) the Contractor must submit the CV¹⁴s of this staff as well.
- All the CVs should contain also relevant information on the current possession of any kind of security clearances and of their level and validity.
- Evidence of technical ability must be provided by submission of a detailed description of the technical equipment and material available to the Tenderer for the provision of the services and products required by this call for tenders. This description has to include assets, payload combinations, communication options, and mission support capabilities. It is expected that the future performance of Specific Contracts' activities will be conducted by assets being fully in accordance with that description, or at least not worse than in that description.

8.10.4.Data Protection minimum requirements

- The tenderer who engages subcontractors must engage them via binding documents, being subject of verification by the Contracting Authority, which have to contain data protection clauses. Required evidence documentation: the tenderer must provide the excerpt of those documents containing data protection clauses.

¹⁴ http://europass.cedefop.europa.eu/sites/default/files/europass_cv_instructions_en.pdf

- The tenderer must comply with the General Data Protection Regulation and national data protection laws, in particular when operating aerial surveillance platforms. Required evidence documentation: the tenderer must provide the Data Protection Impact Assessment as per Article 35 of the General Data Protection Regulation (GDPR) conducted on all the assets they intend to use for the prospective framework contract, including the portal.
- The tenderer who engages subcontractors that need to process personal data must ensure that those subcontractors are also in compliance with GDPR. Required evidence documentation: the tenderer will provide the DPIAs of the subcontractors engaged if they are required to process personal data on behalf of the tenderer.
- The tenderer must disclose whether there is any part of the GDPR that it may not be able to comply with, and if it is subject to national legislation of its country of registration that requires the disclosure of information to national security agencies. Required evidence documentation: provisions of national legislation applicable to the tenderer that require disclosure of information gathered under this FWC to national security agencies, and provisions specifying types of information to be disclosed, and respective modalities.
- The tenderer must conduct all data processing operations in the territory of the EU. Required evidence documentation: declaration containing location of the tenderer's servers and obligation of no processing and no transfer to be conducted to any unauthorised third country)
- The tenderer must provide a declaration to have in built solutions in the offered aircraft to mask or blur the images when commanded by the Contracting Authority.
- The tenderer must indicate in its offer whether the offered aircraft have the capacity to use facial recognition upon the images taken. In that case, the required evidence documentation: the tenderer must provide a declaration that no facial recognition technology will be used upon the conducted footage.

8.10.5.Data Security requirements for the Portal

The system shall comply to the Commission Decision 46/2017 on the security of communication and information systems in the European Commission and followed by laying down detailed implementing rules (separate decisions). Frontex follows this EC decision and adopted it as own general practice. How the Decision's obligations are to be implemented will be specified and agreed for SC and during the course of project in its respective stages and tailored to the scope of system operations.

9. Award of the contract

The tender for this Contract shall be submitted according to the rules set out in the Invitation to Tender. The tender shall be clear and concise and shall include all the information and documents required by Frontex for the appraisal of tenders on the basis of the award criteria, and in accordance with these Tender Specifications/Terms of Reference. In the absence of these documents/information Frontex may decide to reject the tender from the award procedure for the contract.

The main aim of the public opening session will be to check whether the tenders received are compliant with the following formal requirements:

- a) Not submitted later than the submission deadline, and
- b) The envelope containing the tender is sealed.

The tender opening session will take place on the date indicated in the Invitation to tender at the premises of Frontex, Plac Europejski 6, 00-844 Warsaw, Poland. Tenderers wishing to attend the opening session shall send a confirmation e-mail to the Procurement Sector (procurement@frontex.europa.eu). A maximum of one representative per tenderer may attend the opening session. Their participation shall be restricted to an observer's role.

Offers are opened and evaluated by the evaluation committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are nominated on a personal basis by the Contracting Authority under guarantee of impartiality and confidentiality.

Tenders complying with the formal requirements checked during the tender opening session shall be considered eligible and will be evaluated against the following criteria:

- a) Exclusion criteria
- b) Selection criteria
- c) Award criteria

The evaluation committee's deliberations are held in closed session and its decisions are collective. The members of the evaluation committee are bound to secrecy.

Frontex may on its own discretion decide to change the order of the evaluation stages.

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated further. Only the technical offers complying fully with mandatory technical capacity minimum requirements will be subject of scoring foreseen in the Tables 1 and 2.

9.1. Technical proposal

The assessment of technical quality to enter into this Framework Agreement with the contracting authority will be based on the ability of the tenderer to meet the purpose of the contract as described in the scenarios described in section 8.8.1 for Lot 1, 8.8.2 for Lot 2, 8.8.3 for Lot 3 and 8.8.4 for Lot 4. The technical proposal shall contain the following information to allow evaluation of the tender:

- Description of the involvement of the proposed key experts (roles and responsibilities) to execute the planned activities;
- Description of the Tenderer's Technical Means. This description should include assets, payload combinations, communication options, and mission support capabilities.
- No points will be scored for 'copy-pasting' requirements from the tender dossier on the bid proposal without proper, documented justification.

The technical proposal must be consistent with the terms of reference and must be signed by the tenderer.

9.2. Technical evaluation for entering the Framework Contract

9.2.1. Mandatory technical capacity minimum requirements for Lot 1, Lot 2, Lot 3 and Lot 4

Integrated Payload on board the FWA	
Electro - Optical payload	
	1) giro - stabilized turret;
	2) thermal imager;
	3) daylight zoom camera
1) Gyro - stabilized turret	
	a) At least two axis giro - stabilization;
	b) Line of Sight (LOS) stabilization per each axis: better than 0,15 mrad radians;
	c) LOS pan range: 360 degree, continuous;
	d) LOS tilt range: - 90 to +10 degree or better;
	e) LOS high slew rate: 60 degree per second or better;
	f) LOS low slew rate: adaptable to the current FOV;
	g) Geopointing operation (might be externally implemented);
2) Thermal imager shall meet the following minimum requirements:	
	a) operation in Midwave Infrared - MWIR (3 - 5 μm) spectral band or better;
	b) continuous zoom operation;
	c) resolution: 640 x 512 or higher;
	d) FOV range: from 1.3 to 25 degrees or better;
	e) electronic zoom: minimum 2X;
3) Daylight zoom camera shall meet the following minimum requirements	
	a) type: colour;
	b) resolution: 704 x 480 or higher;
Maritime Surveillance Radar	
	a) Frequency: X band;
	b) Automatic target tracking (Track while scan): minimum 200 tracks;
	c) Detection capability on the sea (at sea state 3) at least 6 NM for small size targets (Radar Cross Section - RCS = 1m ²)
	d) Detection capability on the sea (at sea state 3) at least 12 NM for medium size targets (RCS = 20m ²)

Full Motion Video	
	a) Minimum resolution : 320x240 @ 15FPS;
	b) Video encoder minimum bitrate: 384kbps;
AIS Receiver (compatible of receiving Class A and Class B messages);	
GPS	
Satellite Broadband Communication has to be guaranteed	
Compiled Operational Picture has to be provided	
Remote Mission Portal should contain all the requested elements	
Near real time data streaming via Remote Mission Portal has to be guaranteed	
Near real time data streaming via direct raw data streaming has to be guaranteed	
Satellite phone on board	
VHF maritime band radio	

The quality of technical offers fully compliant to mandatory technical capacity minimum requirements will be evaluated in accordance with the award criteria and the associated weighting detailed in the evaluation tables 1 and 2 below.

9.2.2. Technical Evaluation Criteria Tables for Lot 1, Lot 2, Lot 3 and Lot 4

Criteria for Lot 1, Lot 2 and Lot 3	Max points
Involvement of key personnel	25
➤ Joint capacity of the team of pilots proposed	8
➤ Joint capacity of the team of sensor operators proposed	12
➤ Joint capacity of the team of ground crew proposed	5
Suitability and scalability of Technical Means offered by the Tenderer	75
➤ Maintenance requirements of the offered asset	5
➤ Electro optical equipment of the offered asset	11
➤ Maritime surveillance radar and AIS of the offered asset	18
➤ Capabilities of the mission system and sensor integration	8
➤ Asset Communication Capabilities (i.e. SATCOM, RLOS, VHF relay) of the offered asset	6
➤ Data Exploitation in the Ground Station	6
➤ BRLOS data transfer capabilities (i.e. uplink speed in kbps)	6

➤ Compiled Operational Picture/raw data transfer capability and level of interactivity	10
➤ Implementation of ICT data security in the solution	5
TOTAL	100

Table 1 Technical Evaluation Criteria to enter the Framework for Lot 1, Lot 2 and Lot 3

Criteria for Lot 4	Max points
Involvement of key personnel	25
➤ Joint capacity of the team of pilots proposed	8
➤ Joint capacity of the team of sensor operators proposed	12
➤ Joint capacity of the team of ground crew proposed	5
Suitability and scalability of Technical Means offered by the Tenderer	75
➤ Maintenance requirements of the offered asset	6
➤ Electro optical equipment of the offered asset	12
➤ AIS of the offered asset	6
➤ Capabilities of the mission system and sensor integration	6
➤ Asset Communication Capabilities (i.e. SATCOM, RLOS, VHF relay) of the offered asset	6
➤ Data Exploitation in the Ground Station	6
➤ RLOS data transfer capabilities (i.e. uplink speed in kbps)	6
➤ Compiled Operational Picture/raw data transfer capability and level of interactivity	10
➤ Implementation of ICT data security in the solution	5
➤ Not mandatory sensor capabilities (winch, NVG, maritime radar, etc.)	12
TOTAL	100

Table 2 Technical Evaluation Criteria to enter the Framework for Lot 4

- Offers for each Lot scoring total less than **60 points** will be deemed to be of insufficient quality and eliminated from further consideration.

Notes to the Award Criteria Tables:

- Involvement of key personnel:
 - The evaluation will be done by the analysis of CVs and of the information provided in the related annex.
 - In case of the evaluation of the Joint capacity of the team of pilots and sensor operators proposed, any duly certified experience related to maritime surveillance missions and/or

participation in missions related to Coast Guard Function will be considered as advantage and will be scored with higher points.

- Maintenance requirements:
 - o The bidder has to provide the maintenance plan of the offered asset for scheduled maintenances with duration of a hypothetical Specific Contract of 1 000 flight hours implemented in 360 calendar days.
- Fulfilling minimum technical requirements for electro - optical payload will consist of 7 points. Improvement of those requirements or other functionalities (daylight spotter, narrow FOV, etc.) which increase operational capabilities will be scored accordingly up to 11-12 points.
- Fulfilling minimum technical requirements for maritime surveillance radar for Lots 1-3 will consist of 10 points. Improvement of those requirements or other functionalities which increase operational capabilities will be scored accordingly up to 18 points.
- Capabilities of the mission system and sensor integration:
 - o The mission system shall allow the creation of any type of graphical aids (e.g.: flight plans, SAR patterns, SAR assigned areas, Operational Areas boundaries, FIR boundaries, etc.) that can be shared/exchanged with the aircraft's navigation system. Moreover, all sensor's information received on board and all the aircraft's flight data (including the graphical aids created) shall be integrated on common scope thus creating a CTSW (Common Tactical Situation Window) that allows both an increased crew's Situational Awareness and a reduced crew's workload. Proposed Software tools that permit the operator more practical way to work on the information acquired by the sensors, quicker assessment, permitting faster and better decisions by the mission commander and the level of the sensors' integrations of the mission system will be evaluated as well.
- Asset Communication Capabilities:
 - o Fulfilling minimum technical requirement will be scored with 4 points. Providing functionality of VHF relay from the asset to the designated Coordination Centre will be scored accordingly up to 6 points.
- Data Exploitation in the Ground Station:
 - o Human machine interface software in the GS should present and allow the exploitation of the Compiled Operational Picture as described in point 8.4.3/h of the ToR. Specifically: mission map, video, chat with the sensor operator, list of events.
- BRLOS/RLOS:
 - o Fulfilling minimum technical requirement for FMV will be scored with 4 points. Improving resolution, FPS and consequently bitrate of BRLOS/RLOS equipment will be scored accordingly up to 6 points.
- Compiled Operational Picture/raw data transfer capability and level of interactivity:
 - o The CoT capability and the SRT hardware solutions will be evaluated under this section.

9.3. Choice of the selected tenderers to enter the Framework Contract

No assesment of prices will be done to enter the FWC.

For each lot individually there will be prepared a final ranking list. The contracts are to be awarded to maximum 10 tenderers per each lot, following their position on the ranking list.

9.4. Technical evaluation for Specific Contracts Award

The quality of technical offers for each Specific Contract when Compiled Operational Picture is requested will be evaluated in accordance with the award criteria of the evaluation given in Table 3 below. These criteria are mandatory in case of Specific Contracts initiated by Frontex, but only of indicative character in case of Specific Contracts initiated by EFCA.

Criteria for Specific Contracts in case Compiled Operational Picture is requested	Scoring
Availability	10
➤ Time to deploy after SC signature	
➤ Mission Readiness Time	
➤ Time between flights	
Asset Capability	20
➤ Maximum operational endurance with the stipulated payload and number of people on board (calculation has to be detailed if it is not defined in the DoA)	
➤ Patrol Speed for max endurance	
➤ Maximum range	
➤ Maintenance requirements	
Sensor and Operational Capability	30
➤ Electro-optical equipment (technical details required)	
➤ Dedicated Maritime Surveillance Radar (technical details required)	
➤ Other sensors which may be required in the SC, with technical details	
➤ Any other requirement stipulated or service offered for the Specific Contract	
Reporting Capability	20
➤ BRLOS transfer of voice and low data rate	
➤ Broadband RLOS capable: voice and high data rate (full motion video)	
➤ Broadband BRLOS capable: voice and high data rate (full motion video)	
Data Exploitation Capability	20
➤ Implementation of data security in the solution, solution for the end to end encryption of data in transfer	
➤ Correlation and Fusion of all asset sensors in a Compiled Operational Picture	

➤ Sharing of the Compiled Operational Picture with Frontex/EFCA designated Coordination Centre	
➤ Remote Mission Portal Accessibility and Proficiency	
➤ Support of CoT and SRT (software or hardware)	
TOTAL	100

Table 3 Evaluation Criteria for Specific Contracts in case Compiled Operational Picture is requested

The quality of technical offers for each Specific Contract when raw data transmission is requested will be evaluated in accordance with the award criteria of the evaluation given in Table 4 below. These criteria are mandatory in case of Specific Contracts initiated by Frontex, but only of indicative character in case of Specific Contracts initiated by EFCA.

Criteria for Specific Contracts in case raw data transmission is requested	Scoring
Availability	10
➤ Time to deploy after SC signature	
➤ Mission Readiness Time	
➤ Time between flights	
Asset Capability	20
➤ Maximum operational endurance with the stipulated payload and number of people on board (calculation has to be detailed if it is not defined in the DoA)	
➤ Patrol Speed for max endurance	
➤ Maximum Range	
➤ Maintenance requirements	
Sensor and Operational Capability	30
➤ Electro-optical equipment (technical details required)	
➤ Dedicated Maritime Surveillance Radar (technical details required)	
➤ Other sensors which may be required in the SC, with technical details	
➤ Any other requirement stipulated or service offered for the Specific Contract	
Reporting Capability	20
➤ BLOS transfer of voice and low data rate	
➤ Broadband LOS capable: voice and high data rate (full motion video)	

➤ Broadband BLOS capable: voice and high data rate (full motion video)	
Data Exploitation Capability	20
➤ Implementation of data security in the solution, solution for the end to end encryption of data in transfer	
➤ Support of CoT and SRT (software or hardware)	
➤ The way the FMV and sensor data are provided (including usage of MPEG-TS container with H.265 codec for video encoding)	
➤ Data streaming architecture	
TOTAL	100

Table 4 Evaluation Criteria for Specific Contracts in case raw data transmission is requested

Notes to the Award Criteria tables:

- Time to deploy after the signature of the Specific Contract (determined in hours) -time between the signature of the Specific Contract and the first day when the assets, the staff and the communication equipment is on the spot and it is operational/ready for the test flight;
- Mission Readiness Time (determined in minutes) - in case of unscheduled flights - the minimum time the provider needs, after receiving a formal request, to prepare the mission and the aircraft and to be ready to take-off in case of an unscheduled mission;
- Time between the flights - time within which the aircraft is ready for the second or any subsequent flight (if applicable) in case of need, respecting flight and duty time and rest time limitation requirements;
- Maximum operational endurance (determined in minutes) - maximum mission endurance of the aircraft with minimum mission payload, crew and additional person (determined in the Lot) on board, excluding final reserve and contingency fuel according to the requested minimum patrolling speed of the considered Lot.
- Patrol Speed for maximum endurance - normal patrolling speed the asset is still able to fly when the engines are set up in a power regime allowing the asset to obtain the maximum endurance, calculated at the normal patrolling altitude and in ISA conditions and with the mission equipment, crew and additional person(s) on board depending on the requirement for the Specific Contract, excluding final reserve and contingency fuel;
- Maximum range - maximum distance that can be covered by an aerial asset with a specified payload before its fuel supply is exhausted (safe return to the base airport is guaranteed) according to the requested minimum patrolling speed of the considered Lot.
- Compiled Operational Picture - is a map of the operation area showing the aircraft path and sensors information (radar tracks, AIS information, and sensor footprint). It will be presented in a geospatial information system (GIS) correlated and fused data captured by all the sensors in the aircraft payload. In addition to sensors information, all events and Ool detected during the flight shall be reported, georeferenced and commented in the same map.

Note: Only the offers which are fully compliant to the mandatory requirements as stipulated in the relevant Description of Assignment will be subject of Specific Criteria verification. Offers technically incompliant will be rejected. Only offers technically scoring total 60 points or more will have their financial proposals evaluated.

The Contractors entering into the Framework Contract shall offer for any of the Specific Contracts they bid the same or better technical means than those offered to enter into the Framework Contract.

9.5. Choice of the selected tenderer to execute a Specific Contract.

The Specific Contract will be awarded to the tenderer offering the best value for money, taking into account the applicable column of the award criteria prepared on basis of the relevant Table 3 or Table 4 above. No award criteria and sub-criteria other than those detailed for the given Specific Contract in the relevant DoA will be used to evaluate the offer.

The weighting of quality and price will be applied as follows:

Score for tender X = (cheapest price/price of tender X) x 40 + (Total quality score of tender X/ 100) x 60, where the price factor is the total price given by the bidder to the Specific Contract call, applicable to the chosen methodology of data collection.

9.6. No obligation to award

Completing the procedure of the call for tenders in no way imposes on the Contracting Authority an obligation to award the contract. The Contracting Authority shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall be liable when deciding not to award the contract. The Contracting Authority will also have the right to cancel any Specific Contract procedure before SC signature with no compensation to the awarded bidder.

9.7. Notification of outcome

Each tenderer will be informed in writing about the outcome of the call for this FWC tender. If tenderers are notified that a tender has not been successful, tenderers may request additional information by fax or mail. This information can be given in a follow-up letter providing further details in writing, as indicated in the notification letter.