

ENCLOSURE T.1 - TENDER SPECIFICATIONS

Enclosed to Procurement Procedure No EMSA/CPNEG/2/2018 - Service Contract for Equipment Assistance Service (EAS) Northern Baltic Sea

Competitive procedure with negotiation

Phase II – Invitation to Tender

Note to Candidates

Following Phase I, Request to participate Phase, pre-selected candidates for EMSA/CPNEG/2/2018, will be invited to submit a tender to this Competitive procedure with negotiation in accordance with the rules set out in the Invitation to Tender and associated Enclosures, Appendices and Annexes.

These **Tender Specifications** is published in the Request to participate Phase. Requirements therein will only have to be addressed by those pre-selected candidates invited to tender.

Such invitation to tender is expected to take place in June 2018.

It should be noted that in the tender documentation any mention of the terms 'candidates' or 'requests' is in reference to Phase I of the procedure and any mention of the terms 'bid' 'tender' or 'tenderers' is in reference to Phase II.

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1. Procurement Procedure in the Phase II (Tender Phase)

In this Tender Phase the tenders submitted will be assessed against the following:

- a) Grounds for rejection of the bid as established by these Tender Specifications:
 - Respect of minimum requirements regarding the Contract objectives and scope: top-up principle (point 2.1), geographical scope (point 2.2), contractual framework of the EAS (point 2.3), project phases and timetable (point 2.4), potential equipment to be stored, maintained and operated within the EAS (point 2.5) and initial and additional services (point 2.6);
 - Respect of the maximum budget ceiling: EUR 1.2 million (point 5).
- b) Evaluation of the tender against the Award Criteria (see point 11): those tenders complying with the minimum requirements as established in these Tender Specifications will be evaluated according to the criteria identified under point 11 of these Tender Specifications.

N.B.: where general and/or specific aspects are identified as “**preferred**”, the tenders meeting such aspects will be evaluated higher.

2. Contract objective and scope – minimum requirements

2.1 “Top-up” principle

In accordance with the Agency’s founding Regulation (EC) N°1406/2002 as amended, the mandate of EMSA is not to replace but to “top-up” the national pollution response resources. Consequently, the contract cannot be awarded to a company offering resources for the performance of the EAS contract when these resources are already contracted for oil pollution response services by an EU Member State, Iceland, Norway or a third country sharing a regional sea basin with the EU. The resources offered shall be dedicated to the performance of the EAS agreement and shall remain available via EMSA to the affected coastal State requesting assistance.

2.2 Geographical scope

The arrangement shall serve primarily and be located on the coastline of an EU Member State within the Baltic Sea area limited on the North by a straight line running from Gävle (Sweden) to Rauma (Finland) and on the South by a straight line joining Norrköpping (Sweden) to Liepāja (Latvia).

The Contractor shall ensure efficient and quick equipment delivery to hand over sites located in the above defined area. If so requested, the EAS Contractor shall also be capable of covering a broader geographical scope of operation including all European regional seas. Given logistical and technical considerations these other areas would probably be adjacent.

To enable efficient and quick equipment mobilisation, the storage space should be located in an area with easy access to different means of transportation. The storage space offered should have easy access to port and road infrastructures, as well as railway and air transportation.

2.3 Contractual framework of the EAS

The service will be structured and specified in the three types of contracts as follows:

- **A Framework Contract for Services** (enclosure T.2) between the tenderer awarded the Contract and the Agency for the provision of the EAS. The Framework Contract sets out general performance framework;

- **Specific Contracts** (Annex IV to enclosure T.2) between the tenderer awarded the Contract and the Agency for the provision of the particular services - elements of EAS (logistics, transportation, storage, equipment maintenance, mobilisation arrangements, personnel, insurance, technical support personnel, equipment testing, exercises etc.);
- **An Incident Response Contract - Equipment (IRC-E)** (Annex III to enclosure T.2) between the tenderer awarded the Contract and the entity requesting the provision of pollution response services (for rapid mobilisation of specialised equipment with or without technical support personnel) during an incident. In order to improve equipment mobilisation time, the IRC-E will include pre-agreed terms, conditions and tariffs for the provision of assistance. The use of the IRC-E will be mandatory for the company awarded the Framework Contract.

2.4 Project phases and timetable

2.4.1 Project Phases and related tasks

The estimated date for signature of the Framework Contract is November 2018.

Following the signature of the Framework Contract, an initial Specific Contract will be signed between the tenderer awarded the Framework Contract and EMSA. The scope of this first Specific Contract will be the provision of the initial services as per point 2.6.1 below and the requirements in these Tender Specifications. The first Specific Contract is planned to be signed in November 2018.

For the initial EAS arrangement as per requirements under 2.6.1, the following two Phases will be applicable. For additional services as per point 2.6.2, only the Stand-by Phase will be applicable.

1. Preparation Phase:

During this Phase the Contractor will have to:

- If needed, adapt the storage area and/or the testing area for the equipment;
- Arrange the logistics, lifting equipment, insurance, equipment maintenance procedures, 24/7 emergency procedures and certification for the team members assigned to the EAS Contract;
- Sub-contract necessary services (if appropriate);
- Upon EMSA's request, support the import of the OSR equipment in the country where the storage facilities are located. This support would include: to act as EMSA's direct representative for liaising with the relevant customs offices, to assist in facilitating clearances, submission of customs documents and declarations;
- Upon EMSA's request, provide ad hoc equipment mobilisation and transportation services (including insurance cover for the equipment during transport);
- Receive, check, store properly, label (labels and labelling instructions to be provided by EMSA) and inventorise equipment sets;
- Prepare and submit to EMSA the Preparation Phase Completion Report.

The Preparation Phase will start upon signature of the Specific Contract No. 1 by the last contracting party and will last for a maximum of 4 months. The cost of the Preparation Phase will be compensated by EMSA by an amount equivalent to one quarter of the Annual Service Availability Fee, excepting any ad hoc equipment transportation services (point (e)) which would be reimbursed by EMSA in accordance with the Framework Contract for Services (Enclosure T.2) and quotation provided by the Contractor. A Completion Report shall be submitted to EMSA at the end of the Preparation Phase.

2. Stand-by Phase:

During this Phase the Contractor will have to:

- a. Ensure readiness for mobilisation: 24/7 emergency contact point and associated personnel and logistics;
- b. Upon EMSA's request, support the import of the OSR equipment in the country where the storage facilities are located. This support would include: to act as EMSA's direct representative for liaising with the relevant customs offices, assist in facilitating clearances, submission of customs documents and declarations;
- c. Receive, check, store properly, label (labels and labelling instructions to be provided by EMSA) and inventorise equipment sets;
- d. Perform the equipment maintenance;
- e. Test the operational condition of the equipment on a regular basis through actual deployment of the equipment on water;
- f. Provide all logistics for equipment deployment as part of the equipment condition tests, including personnel;
- g. Participate with all team members assigned to the EAS Contract to training sessions provided by the equipment manufacturers and supported by EMSA. These training sessions will involve equipment deployment and will be considered as an Equipment Condition Test;
- h. Participate in notification exercises;
- i. Have in place all risks insurance cover for the equipment at the storage location during testing, handling and transportation;
- j. Upon EMSA's request, provide ad hoc equipment mobilisation and transportation services (including insurance cover for the equipment). These transportation services would usually be from or to other EMSA contracted storage facilities;
- k. Upon EMSA's request, mobilise and deliver the equipment for the purpose of international/national pollution response exercises as well as technical support personnel for handover and familiarisation of the entity organising the exercise (if technical support personnel is requested). Upon completion of the exercise, the Contractor shall take redelivery of the equipment and transport it back to the contracted storage facilities;
- l. Upon EMSA's request, enter into an IRC-E with a Requesting Party, perform mobilisation and deliver the equipment to the Requesting Party as well as demobilisation and transport back of the equipment;
- m. Transport the equipment by road to the place of handover and from the place of redelivery indicated by the Requesting Party in the IRC-E;
- n. Handover of the equipment to a Requesting Party within the framework of the IRC-E;
- o. If technical support personnel is also requested by the Requesting Party, then the handover will include a familiarisation with the equipment for the Requesting Party personnel.
- p. Co-operate with EMSA for the organisation of equipment familiarisation/training sessions for the benefit of stakeholders such as national pollution response authorities personnel;

The Stand-by Phase will start the day following acceptance of the Completion Report by EMSA and will last for 21 months. The Stand-by Phase can be renewed up to two times, each time for a maximum period of 12 months.

The costs incurred by the Contractor for the services listed from point (a) to point (i) above will be paid by EMSA as part of the Service Availability Fee, on a quarterly basis as specified in the Framework Service Contract and relevant Specific Contract.

When EMSA requests participation in international or national oil pollution response exercises with the equipment or ad hoc equipment transportation services (points (j) and (k) above), costs related to equipment mobilisation and demobilisation and transport costs will be reimbursed by EMSA in accordance with the Framework Contract for Services (Enclosure T.2) and quotation provided by the Contractor.

The costs of mobilisation and demobilisation as per points (l) to (o) above will be reimbursed by the Requesting Party on the basis of the IRC-E attached as Annex III to the Draft Framework Contract for Services.

2.4.2 Project timetable

A range of project milestones are identified in the table below for Framework Contract and the first Specific Contract. These milestones are **indicative** and relate to actions to be taken by both, the Contractor and the Agency.

| Event | Comment | Indicative date |
|---|---|--|
| Signature of the Framework Contract | | November 2018 |
| Kick-off meeting | The purpose of the kick-off meeting is to enable both contracting parties to discuss the project, as well as to settle all the details of the work to be undertaken. It is expected that the project manager of the Contractor will be present at the kick-off meeting. EMSA will not reimburse the costs for attending the kick-off meeting. | November 2018 |
| Signature of initial Specific Contract for 2 years (initial equipment arrangement) | This starts the Preparation Phase of the Contract | November 2018 |
| Organisation of staff and logistics. Preparation of the storage facilities and contracting insurance | | Within four months as from initial Specific Contract signature |
| Interim visits to Storage | EMSA may visit storage | |
| Completion Report submitted by Contractor | Contractor to submit a Completion Report to EMSA at the end of the Preparation Phase. | Maximum four months after date of signature of the first Specific Contract March 2019 |
| Visit to the storage space to verify Completion Report | EMSA to inspect the storage | Within 14 days of Completion Report submission |

| Event | Comment | Indicative date |
|--|---|--|
| EMSA's assessment of Completion Report finalised | Issue of Acceptance Note by EMSA if Completion Report accepted. | Within 10 days from visit |
| Compensation for the Preparation Phase payment request | Contractor to submit invoice | Within 10 days following issue of Acceptance Note by EMSA |
| Stand-by Phase of Specific Contract 1 starts | Stand-by until end of the first 21-month period | April 2019 |
| Tests (deployment of the equipment set in normal operational conditions) | | At least one test / equipment set every two years. Maximum six tests per year |
| Service Availability Fee Payment Requests | Contractor to submit invoices and quarterly Activity Reports. | At the end of each quarter |
| Potential activation of the Equipment Assistance Service | | Any time during the Stand-by Phase |
| Stand-by Phase of Specific Contract 1 ends | | January 2021 |
| Potential renewal of the stand-by Phase | By mutual agreement, respecting initial conditions. | The Stand-by Phase can be renewed up to two times, each time for a maximum period of 12 months |

2.5 Potential equipment to be stored, maintained and operated within the EAS

The scope of the EAS foresees the management of a range of different equipment systems, either containerised in 10ft and/or 20ft ISO containers or on flat-racks in general. This should be taken into account in the service arrangement. It is envisaged that the initial EAS arrangement will include the following equipment sets:

- **Two Lamor LAS125 arctic skimmers:** each stored on one 20ft flat-rack weighting approx. 4 tonnes;
- **One Lamor LFF100 brush skimmer:** stored on one 20ft flat-rack weighting approx. 4 tonnes;
- **Two reels with Lamor HDB2000 boom (250m on each reel):** each reel with a length of 2.9 metres, a height of 2.2 metres, a width of 2 metres, and weighting approx. 6 tonnes;
- **One Lamor LPP95 power pack:** stored inside a 10ft container and weighting approx. 3.8 tonnes;
- **Two Lamor LPP109 power packs:** non-containerised, each with a length of 2 metres, a height of 1.9 metres, a width of 1.3 metres, and weighting approx. 2.5 tonnes;
- **One Lamor LUT 580 high-capacity skimmer system:** stored inside one 20ft container (weighting approx. 14.2 tonnes) and one 10ft container (weighting approx. 3.8 tonnes).

With regard to the equipment that is containerised, the ISO 10 / 20ft containers are CSC certified.

The content of the initial equipment package may be further adapted during the preparation phase of the contract.

For more details regarding the above listed oil pollution response equipment items, please consult the “EAS Info-sheets” available under the “Pollution Response Services” on the EMSA website under the following link: <http://emsa.europa.eu/oil-spill-response/eas-inventory/key-aspects-of-the-eas.html> or, go to the EMSA website (<http://emsa.europa.eu>) → Operational Tasks pages → Pollution Response Services → Oil Spill Response → Equipment Assistance Service → EAS Info-sheets.

It should be noted that the above list is only indicative and that different or additional equipment sets to those indicated above could be integrated to the EAS stockpile at any time, either during the Preparation Phase or the Stand-by Phase. These sets could be either newly purchased, as well as equipment sets already available as part of the Network of Stand-by Oil Spill Response Vessels (e.g. skimmers, booms on reels, power packs, sweeping arms). Such additional equipment may be containerised, installed on flat racks or as stand-alone. Therefore, appropriate means of transport for containerised and non-containerised equipment must be envisaged.

For more details about EMSA’s Network of Stand-by Oil Spill Response Vessels including all the oil pollution response equipment items, please see the “Network of Stand-by Oil Spill Response Vessels – Handbook 2014” available on the EMSA website ([www.emsa.europa.eu](http://emsa.europa.eu)) under the following link:

<http://emsa.europa.eu/oil-spill-response/oil-recovery-vessels/items.html?cid=121&id=1439> or, go to the EMSA website (<http://emsa.europa.eu>) → Operational Tasks pages → Pollution Response Services → Oil Spill Response → Related Documents.

2.6 Initial and additional services

2.6.1 Initial EAS arrangement

The initial arrangement of the EAS will be established during the Preparation Phase. The EAS initial arrangement includes all services and activities listed from points 2.6.1.1 to 2.6.1.11 and will be contracted through the Specific Contract No. 1. Tenderers shall take these initial services and the associated costs into account when presenting their financial offer for the **Price for the initial EAS arrangement (Service Availability Fee (P1))**, excepting for the participation in exercises (point 2.6.1.7) for which mobilisation, transport and personnel costs will be reimbursed by EMSA as per Framework Contract for Services and quotation provided by the Contractor respecting the maximum unit prices under **P3** (prices for exercises and mobilisation) (please see under points 10.2 and 10.4. below).

2.6.1.1. Initial storage space

The minimum storage space required is 600 m² of **indoor** space for the storage of the equipment sets (either containerised or non-containerised). The minimum storage space must be at one single location.

Storage spaces with an indoor storage capacity higher than the minimum required (i.e. 600 m² indoor) are **preferred**.

The initial storage space offered shall be dedicated to EMSA. If the initial storage space offered is within a larger warehouse where other goods are stored, information should be provided as part of the tender regarding the type of goods stored as well as regarding the warehouse and outdoor access rules.

The initial storage space offered of minimum 600 m² must be owned, rented or in any other way under the control of the Tenderer for the requested services for the duration of the Framework Contract. As evidence, the tenderer must, as part of the tender, supply proof of ownership or rental contract or any other proof (such as an undertaking from the storage space owner) that the proposed initial storage space will be under the control of the tenderer for the purposes of the EMSA services by the expected time of signature of the Framework Contract.

The Contractor shall ensure access to the stockpile for EMSA or a third party authorised by EMSA at any time. Visits to the stockpile will be announced by EMSA at least one week in advance. The Contractor's assistance shall be provided during such visits. Assistance may include personnel and handling and lifting gear to move equipment for the purpose of inspection. The cost of such assistance will be covered by the Service Availability Fee.

The EMSA dedicated indoor storage space must be:

- Fully enclosed indoor space, covered by a roof and side walls;
- Gated, with a gate entrance allowing movement of a 40ft container on a trailer;
- Fenced and secured (24/7 security service);
- Equipped with heating capabilities to ensure the temperature inside stays above +5°C (in areas where outside temperature drops below that level);
- Provided with electricity, adequate lighting, fire-fighting means and fresh water supply;
- Fenced and secured (24/7 security service).

Storage space having a safe load limit of the floor allowing storage of double-stacked 20ft containers is **preferred**. As reference, the indicative weight for the various equipment sets is provided in point 2.5. As evidence of the storage space safe load, tenderers must include in their tender relevant technical documentation.

The equipment must be stored in such a way that there is sufficient space to handle it safely and with adequate access for means of transportation.

2.6.1.2. Technical support personnel

For the performance of the EAS, the Contractor shall have adequate technical support personnel. The tasks of the technical support personnel will include:

- Provision of the equipment maintenance;
- Conducting equipment condition tests (equipment deployment);
- Upon request, provision of assistance to the Requesting Party during the equipment handover under an IRC-E or within the framework of an exercise.

A minimum of four persons shall be offered as part of the tender and be available during contract implementation to provide the above services as technical support personnel. However, the number of technical support personnel offered shall not exceed six in order to ensure efficiency of the activities.

The technical support personnel shall have a good command of English as they will have to perform the required tasks and to deliver services within an international working environment. This is requested so that they are able to interact with officials when providing assistance to the Requesting Party during equipment handover under an IRC-E and within the framework of an exercise as well as to follow the equipment manufacturers training (please see point 2.6.1.3 (b) below). The technical support personnel proposed in the tender shall therefore have at least a B2 level self-assessment ¹ in English. This shall be confirmed by filling in the Language Passport in the “Bid Template” (Enclosure T.3) under “self-assessment of language skills”.

It must be noted that the technical support personnel will not provide the pollution response services (equipment operation) during the response operations under an IRC-E.

For the purpose of the equipment handover under an IRC-E or within the framework of an exercise, the services provided by the technical support personnel will be compensated by the Requesting Party (under IRC-E) or by EMSA (during exercises) according to a daily rate.

2.6.1.3. Certification and training

a) Certification

During the preparation phase, all the members of the team assigned to the EAS (including technical support personnel, project manager and emergency contact point) shall receive specific training on at-sea oil pollution preparedness and response. This will be a course involving a combination of classroom and practical training with a main focus on safety issues and operational procedures for handling of oil pollution response equipment. The basic requirements for the course are the following:

- The course must be at least IMO OPRC Model Course Level 1 – First Responder.
- The course must be conducted by an organisation or an expert approved or accredited by the Competent Authority of a Member State.

The relevant training certificates for each team member shall be presented to EMSA as part of the Completion Report. Each time new team members join the service, they must also be trained according to these specifications within the first two weeks of their assignment if they have not received such training previously. Moreover, the Contractor will have to organise a refresher course for all team members every two years.

b) Training by equipment manufacturer supported by EMSA

Following delivery of equipment at the EAS stockpile, EMSA will support a training program to the team members assigned to the service. This training will be provided by the equipment manufacturers at the EAS stockpile. The training activities will consist of theoretical sessions about the equipment capabilities, functionalities and maintenance requirements as well as equipment deployment in water, performed by the Contractor staff with the guidance and assistance by the equipment manufacturer.

2.6.1.4. Maintenance

The Contractor shall ensure the equipment maintenance in accordance with the relevant manufacturers' specifications and requirements of the Equipment Maintenance Guidelines (attached as Appendix 3 to these Specifications). Following delivery of the equipment and relevant documentation, the Contractor will develop specific oil pollution response equipment Maintenance Plan for each type of equipment stored in the EAS arrangement.

¹ Self-assessment of language skills in accordance with the Common European Framework of References for Languages (CEFR) available under the Europass webpages: <http://europass.cedefop.europa.eu>. The CEFR – Self-assessment grid is also copied for reference in the “Bid Template” (Enclosure T.3).

The Maintenance Plan shall be submitted to EMSA and implemented by the technical support personnel. EMSA will monitor the execution of the Maintenance Plan. The Contractor will ensure as a minimum 8 person days per calendar quarter for the check and maintenance of the EAS equipment. All costs related to the maintenance, including tools and materials such as fluids, lubricants, fuel, consumables etc., shall be borne by the Contractor.

2.6.1.5. Mobilisation Service

The following requirements (points (a) to (c) below) regarding the mobilisation service apply to the equipment and the technical support personnel. Detailed specifications regarding the mobilisation procedures are contained in Appendix 1 to these Specifications (EAS Mobilisation Procedures).

The tenderers shall include a draft Mobilisation Plan as part of the tender submitted. This Plan should as a minimum address the elements detailed under point 5 of the EAS Mobilisation / Demobilisation Procedures attached as Appendix 1 to these Specifications.

a) Emergency Mobilisation Contact Point

The Contractor shall maintain a 24 hours a day, 7 days a week emergency contact point in order to ensure the equipment mobilisation at short notice. Upon request of EMSA, the Contractor will enter into an IRC-E with the Requesting Party indicated by EMSA.

The Emergency Contact point shall have access to internet, mobile phone, fixed phone line and fax.

Staff ensuring the 24/7 emergency mobilisation contact point must have a good command of English. Language skills requirements for the technical support personnel (point 2.6.1.2 above) are also required from the Emergency Contact point. This shall be indicated in the "Bid Template".

b) Equipment readiness, logistics and transportation

At all times the equipment must be maintained in operational readiness for immediate dispatch. Equipment should be adequately packed. An associated packing list should be in place.

c) Mobilisation

The EAS maximum mobilisation time is 12 hours as from the moment the IRC-E Contract Form is signed by both contracting parties:

- 1) for the equipment to be loaded on transport means and ready for departure at the stockpile; and
- 2) for the technical support personnel (if so requested) to be ready for departure.

The Contractor has the obligation to mobilise the equipment items required by the Requesting Party within the maximum mobilisation time (i.e. 12 hours). Depending on the scale and circumstances of the oil spill incident, this can imply the mobilisation of one or all the equipment sets available in the stockpile.

After mobilisation, the equipment and technical support personnel must be delivered in the most efficient and fast way at the place of handover indicated in the IRC-E.

The company awarded the Framework Contract will be responsible for arranging for the appropriate means of transportation.

The company awarded the Framework Contract will be responsible to deal with any formalities, entry permits or other matters in connection with the delivery of the equipment at the Place of Handover and arrival of the technical support personnel in the country where the services under an IRC-E have to be provided.

As part of the Completion Report to be submitted at the end of the Preparation Phase, the Contractor will have to submit a final Mobilisation Plan.

When calculating the total cost of the initial EAS arrangement (P1), the tender should consider that it covers any costs linked to establishing arrangements for emergency mobilisation following a request for assistance.

The actual loading/unloading costs (mobilisation lump sum), transport and personnel costs will be reimbursed by the Requesting Party on the basis of the IRC-E attached as Annex III to the Draft Framework Contract for Services as per the maximum tariffs quoted under **P3** (Costs for exercises and mobilisation) (please see under point 10.4 below).

2.6.1.6. Testing functionality and operational readiness of the equipment (Equipment Condition Tests - ECTs)

Within the scope of the overall service, the Contractor shall perform ECTs (deployment of equipment) in order to check periodically the equipment functionality and ensure operational readiness. The equipment deployment on water as part of the training provided by equipment manufacturers to the Contractor's staff following delivery of new equipment as ordered by EMSA is also included within the framework of the ECT program.

An ECT will be compulsory at least once every two years per equipment set, unless the equipment manufacturer specifically recommends for fewer deployments (e.g. fire booms). The maximum number of ECTs per year (12 months), to be included as part of the initial service arrangement, will not exceed six.

The equipment condition tests shall be carried out in line with 'Guidelines for equipment condition tests and exercises' (Appendix 2 to these Tender Specifications).

For the purpose of performing any ECT, the Contractor will be responsible for providing all relevant logistical arrangements for transport from the warehouse to the testing area and back following completion of the test, equipment handling, loading and unloading, deployment and manoeuvring in water, as well as the necessary personnel for safe deployment. This should include as a minimum: the use of truck, forklift, crane as well as a towing vessel. The towing vessel will only be required for those equipment sets requiring towing such as booms and integrated containment and recovery sets but not for stand-alone offshore skimmers.

In terms of manoeuvring the equipment on water, specific requirements for the towing vessels are included in Appendix 2 ('Guidelines on ECT and Exercises') to these Specifications.

The equipment would be tested under normal operational conditions through deployment on water from a floating platform, barge, vessel(s) or in port waters from the pier/jetty.

Suitable ashore testing facilities for equipment deployment on water may also be acceptable if they can ensure the full functionality testing and full deployment of the equipment.

An alternate testing facility shall be identified and provided in case the main testing facility is not available.

All associated costs will be borne by the Contractor and covered by the service availability fee for the initial services.

For ensuring a better understanding of the proposed testing program, the tender must include, in part G.1.3 of the "Bid Template" (enclosure T.3), detailed descriptions of all steps required for the preparation and deployment on water of two theoretical equipment configurations as follows:

- Combined recovery system (e.g. Current Buster, Speed Sweep);
- Stand-alone offshore skimmer set (not part of a combined recovery system).

The description shall detail each step of the preparation, equipment deployment and recovery including information on testing of functionality and performance of all the elements and components of the equipment sets in normal operational conditions as well the number of staff involved in the performance of the test.

2.6.1.7. Participation in international or national oil pollution response exercises with the equipment

EMSA may request the Contractor to provide the equipment (and technical support personnel if requested to assist during the equipment handover) to a coastal State for the purpose of an at-sea exercise. The number of operational exercises per year will not exceed four. For the exercises, the Contractor will apply the same or similar equipment and technical support personnel mobilisation procedure as for actual emergencies, except the IRC-E signature. The cost of the mobilisation and transport for the exercises will be reimbursed by EMSA as per Framework Contract for Services and quotation provided by the Contractor. However, the transportation costs when the truck is in transit without equipment will not be reimbursed. The daily rate for technical support personnel, if so requested, will be due only for the day or days during which the handover activities are performed by the technical support personnel and not for the travel time.

Guidelines regarding Exercises are contained in Appendix 2 to these Specifications. For information purposes only, the respective obligations and sharing of responsibilities, more particularly those of the State hosting the exercise, are described in Enclosure T.4 to the Invitation to Tender (Equipment Assistance Service Exercise Participation Agreement).

2.6.1.8. Notification Exercises

Within the scope of the overall service the Contractor will be requested to participate periodically in Notification Exercises arranged by EMSA and/or coastal States. The Notification Exercise is a “desktop” exercise and its purpose is to test the EAS mobilisation procedures without actual mobilisation of the equipment. Such exercise includes notification, signature of the IRC-E and internal alert procedure of the Contractor.

2.6.1.9. EMSA logo

EMSA logo must be displayed in a visible place at the front wall of the warehouse and on each side of the fence surrounding the storage area. EMSA will provide the logo template.

2.6.1.10. Insurance

As a minimum, the company awarded with the Framework Contract will have to procure and maintain during the whole duration of the relevant Specific Contract the following insurance policies:

- General third party liability;
- All risks insurance for the oil pollution response equipment covering any damage, loss, theft or liability during storage, loading and unloading, transportation, handling and testing. EMSA shall be indicated as additional assured;
- Workers Compensation/Employers Liability insurance for the members of the team assigned to the service.

For initial services, when establishing their financial offer (P1), tenderers should consider for insurance purposes that the value of the equipment to be insured is up to a maximum of EUR 3,000,000 including equipment sets having individual purchase values in the following indicative ranges: EUR 800,000; EUR 200,000; EUR 100,000 and EUR 80,000.

Deductibles will be for the account of the Contractor.

Each policy shall contain a provision confirming that the policy is primary without right of contribution and the liability of the insurers will not be affected by any other insurance of which any insured has the benefit so as to reduce the amount payable to or on behalf of the insured under such policies.

Each policy shall contain a waiver of subrogation by the insurers in the Contractor's or any third party's rights against EMSA.

As delivery of OSR equipment will already take place during the Preparation Phase, the Contractor shall have the capacity to procure the required insurance cover for the equipment already during the Preparation Phase. A copy of all the relevant insurance policies shall be sent to EMSA should it so request.

It should be noted that when stored in the warehouse, during testing or when transported for the purpose of an exercise, within the framework of an IRC-E or for ad-hoc transportation services, the full responsibility for the equipment and its condition lies with the Contractor. From the moment of signature of the Handover/Redelivery Statement (Annex 3 of the IRC-E) by the recipient designated by the Requesting Party, the responsibility with regard the equipment is passed to the Requesting Party. During actual oil recovery operations and exercises, the Requesting Party will be responsible to ensure that the relevant insurance cover against risks of loss of or damages to equipment is in place. The Contractor will reassume the responsibility upon re-delivery with the signature of the Handover/Re-delivery Statement. Thus the risks for the equipment will always lie with the actual possessor.

2.6.1.11. Contract Management

The Contractor shall ensure adequate capacity to manage all administrative and operational activities under the Contract such as establishment and follow-up of procedures, administration of invoices and payments, establishment of logistics and transportation arrangements, management of operational and notification exercises and reporting as per point 4. The Contractor shall appoint a Project Manager responsible for contract management and contacts with EMSA, as well as a back-up replacing the Project Manager in case of absence.

The Project Manager may also ensure the 24/7 emergency mobilisation contact point.

The working language of the Agency is English. All reports, communications and Contract related documentation will be in English. It is therefore required that the Project Manager has a good command of English. Language skills requirements for the technical support personnel (point 2.6.1.2 above) are also required from the Project Manager. This shall be indicated in the "Bid Template".

2.6.2 Additional Services

In the course of the four years of duration of the Framework Contract, EMSA may add or replace equipment to the stockpile that could require additional services on top of those described under 2.6.1.

Therefore, the Contractor should be able, on request, to provide a price for additional services as listed under points 2.6.2.1 to 2.6.2.4 below.

Tenderers shall take these additional services arrangement requirements and the associated costs into account when presenting their financial offer for the **Price for the total estimated cost of potential additional services (P2)** (please see under point 10.3 below).

The unit prices offered under P₂ will be used as maximum price reference for any request for additional services to be accepted by EMSA and translated into an additional Specific Contract under the Framework Contract.

2.6.2.1 Additional storage space for equipment

On request, the Contractor shall be able to provide additional storage space. The additional requested space will depend on the additional equipment to be handled.

It is not required that the additional space is located at the same place as the initial storage area; however, it shall be located as close as possible (preferably not further than 30 km) from the initial storage area to limit the costs linked to visits, equipment transportation and management.

Tenderers should have the capacity to offer, upon EMSA request, an additional indoor storage capacity of up to 600 m² for storage of equipment. This additional storage space for equipment must comply with the requirements set for the "initial indoor storage space" set under point 2.6.1.1 above.

2.6.2.2 Additional insurance cover

Upon EMSA's request, the Contractor should arrange additional insurance cover for the additional equipment as per requirements under 2.6.1.10 above.

2.6.2.3 Additional person day(s) for maintenance

If considered necessary by EMSA, the Contractor should, upon EMSA's request, arrange additional person day(s) for maintenance of additional equipment.

2.6.2.4 Additional Equipment condition test(s)

EMSA may request ECTs in addition to the six ECTs under the initial services. The Contractor should conduct these additional equipment condition tests in line with the requirements detailed under point 2.6.1.6.

These will be ordered through a separate Specific Contract and all associated costs (logistical arrangements and necessary personnel) will be reimbursed in accordance with the maximum price included by the tenderer in the "Price bid Template" under P2.

Should additional equipment be included in the stockpile, this will not automatically require the performance of additional ECTs, on top of those mentioned above. EMSA will decide if and when to request for additional ECTs.

3. Contract management responsible body

EMSA– Unit C.1, in charge of Pollution Response Services will be responsible for managing the contract.

4. Reports and documents to be submitted within the project

4.1. Completion Report and Supporting Documentation

Within four months following signature of the Specific Contract No 1, the Contractor will have to submit a Completion Report. When the Completion Report is presented to the Agency, it should cover as a minimum the following elements:

- General description of the service arrangements;
- The description of the storage space, maintenance plan and inventories;
- Certificates for the team assigned to the service as detailed under point 2.6.1.3 (a) above;
- The relevant training undertaken by staff with regard to internal procedures for execution of the EAS;
- Equipment Condition Test Plan for the Stand-by Phase of the Contract;
- The Mobilisation Plan containing the relevant emergency/notification procedures covering the Stand-by Phase for Equipment and Technical Support Personnel;
- Insurance certificates.

Both the contents of the Completion Report and the supporting documentation required will be further clarified by EMSA at the kick-off meeting with the Contractor.

4.2. Other reports

Other reports will have to be submitted by the Contractor during the Preparation and Stand-by Phases, the content of which will be discussed at the kick-off meeting. These reports include as a minimum:

- Monthly Equipment Maintenance Reports;
- Equipment Condition Test Reports;
- Exercise or ad hoc transportation Reports;
- Mobilisation Reports;
- Quarterly Activity Report, namely a joint report including all individual reports (mobilisation, maintenance, ECTs and other activities) being a basis for payment of the quarterly Service Availability Fee;
- Event reports.

5. Estimated Value of the Contract

The maximum value of the Framework Contract is EUR 1.5 million excluding VAT. This maximum budget for the resulting Framework Contract will cover the whole maximum period of 4 years and will include all costs related to the initial arrangement and potential additional services but excludes the reimbursement of costs related to exercises and actual pollution response operations.

Out of this EUR 1.5 million, the maximum budget ceiling for the initial arrangement for a maximum of 4 years (covering the Specific Contract No.1 and potential renewal(s)) is EUR 1.2 million excluding VAT, as per point 10.2 below. EMSA is tasked to provide response capacity within a specific budgetary framework. Accordingly, **EMSA has assigned a maximum budget ceiling for the initial services for a maximum period of 4 years of EUR 1.2 million. Consequently, if any tender includes a financial offer (P1) for the initial services above this maximum budget ceiling of EUR 1.2 million, this will be a ground for rejection of the tender from the procurement procedure.**

Would additional services be ordered by EMSA during the maximum period of 4 years, a maximum budget of EUR 300,000 is available.

A template to include the prices for the different price elements is included in the “Price bid Template” as Appendix to the “Bid template”.

6. Terms of payment and of contract

In drawing up a tender, the tenderer shall bear in mind the terms of the draft Framework Contract for Services (Enclosure T.2 to the Invitation to Tender), draft Specific Contract (Annex IV to the draft Framework Contract for Services) and Incident Response Contract-Equipment (IRC-E) (Annex III to the draft Framework Contract for Services).

EMSA may, before the relevant Contract is signed, either abandon the procurement or cancel the award procedure without the tenderers being entitled to claim any compensation.

Payments shall be issued in accordance with the provisions of the draft Framework Contract for Services (Enclosure T.2 to the Invitation to Tender) and draft Specific Contract (Annex IV to the draft Framework Contract for Services) and Incident Response Contract-Equipment (IRC-E) (Annex III to the draft Framework Contract for Services).

7. Subcontracting

Changes in subcontractors between the Request to participate Phase and the Tender Phase are acceptable but:

- a) The company/grouping which submitted the request and has been invited to tender shall not be changed;
- b) The Declaration of Honour shall be provided in the Tender Phase for the new subcontractor(s);

- c) In case the change involves a subcontractor on the capacities of which the candidate/tenderer relies to fulfil selection criteria (as detailed under points 10.3 and 10.4 of the Request Specifications – Enclosure R.1), the check on the evidence for the selection criteria performed in the Request to participate Phase will be performed again in the Tender Phase for the new subcontractor(s). Supporting documentation shall therefore be enclosed in the tender submitted.

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

8. Joint Offer

In the case of joint offer (grouping, consortium) and if awarded, the contract will be signed by the person authorised by all members of the consortium or grouping.

All members of the consortium or grouping shall be jointly and severally liable vis-à-vis EMSA for the performance of the contract.

9. Requirements as to the tender

- The tender, including prices, shall be presented following the structure of Enclosure T.3 to the Invitation to tender: “Bid Template” and its Appendix “Price Bid Template”. This will assist Tenderers in ensuring that all the required documentation is submitted as well as facilitating the evaluation process by the Agency.
- Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should in particular include an English version of the documents requested under point 11 of the present Tender Specifications.
- If the Tenderer does not include any of the requested documents, a clear and thorough justification should be provided. Where the criteria is not applicable the Tenderer should explain why this is the case.
- Note that documents sent during the Request to participate Phase do not need to be re-submitted.

The Tenderer should note the following important points:

- Failure to submit relevant information by the Tenderer might be a ground for rejection of their tender from the procurement process.
- The responsibility lies with the Tenderer to verify that all documentation requested in the Invitation to Tender and Enclosures is provided.
- Tenderers should note that all the Selection and Exclusion criteria identified in the Request to Participate Phase remain applicable in the Invitation to Tender phase.
- Each submission needs to be treated as an individual/unique tender and, accordingly, a full set of all relevant supporting documentation must be submitted with each tender.
- Tenderers who would like to notify changes in the bank account references notified during the Request to Participate Phase) are requested to complete and enclose in their tender the new Financial Identification Form. The Financial Identification Form is available through the EMSA website (select “Working with us” -> “Procurement” -> “Calls for Tender” -> “Financial Identification Form”). Please note that only one Financial Identification Form should be submitted even if the Tenderer is a consortium.
- The tenderer must comply with the minimum requirements provided for in these Tender Specifications. This includes compliance with applicable obligations under environmental, social and labour law established by

Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.²

10. Price

10.1 General requirements regarding price

- Tenderers shall complete the list of prices in the Appendix to Enclosure T.3 “Price bid Template”. All price elements should be filled in. Failure to complete a price element may lead to the rejection of the offer from the procurement procedure.
- Prices should be quoted in Euro.
- Prices should be fixed amounts, non-revisable and remain valid for the duration of the Contract.
- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. These duties, taxes and other charges can therefore not enter into the calculation included in the tender. The amount of VAT should be shown separately.
- Following the negotiations stage the Tenderer is not allowed to change or replace the offer that will be presented in the final improved tender unless otherwise agreed with EMSA.

10.2. Service Availability Fee (P1)

A range of factors contribute to the overall cost of the Contract to the Agency. Accordingly, the Agency expects this overall cost to include all the costs relating to the initial services as per point 2.6.1 above, excepting for the costs related to participation in exercises (point 2.6.1.7) which will be reimbursed by EMSA separately based on the maximum reference prices quoted under P3 (please see under point 10.4 below).

The Annual Service Availability Fee (Paf1y) is the fee that the Agency will pay to the Contractor to have the oil pollution response equipment always ready for mobilisation in case of emergency. When calculating the fee, tenderers should consider that it covers any cost linked to the services as per point 2.6.1 above (except exercises costs).

The Fee will be paid quarterly after submission by the Contractor of a quarterly activity report and acceptance of this report by EMSA.

10.3 Prices for additional services (P2)

In case EMSA requests, through an additional Specific Contract, additional services than those considered under the “initial service arrangement” it will request an offer for these additional services that will have to respect the initial quality requirements of these Tender Specifications and the unit prices offered in the “Price bid Template” as:

- maximum price per additional square meter of storage for equipment (Pstoequip);
- maximum insurance rate for insurance of additional oil pollution response equipment (Pinsuranceequip%);
- maximum price of additional person day for maintenance (Ppdm);
- maximum price of one additional equipment condition test(s) for two main categories of equipment:

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

- Combined recovery system (Ptestcrs): for the deployment of one equipment set of the following types: Fire Boom, Current Buster 6, Speed Sweep, Ro-Skim, Trawl Net;
- Stand-alone offshore skimmer (Ptestskimmer).

10.4 Prices for exercises and mobilisation (P3)

Whilst the previous points identify the price of the availability of the arrangement, it is also necessary to evaluate the price of contracting the mobilisation services by the Requesting Party. Accordingly, it is necessary to evaluate the unit prices that will be considered as maximums in the Incident Response Contract-Equipment (IRC-E). These prices will also be a reference for calculation of the cost of participation in Exercises.

In this regard, four cost elements should be considered by tenderers when preparing the tender:

- The cost of the mobilisation (and de-mobilisation) (Pmob) will be reimbursed by a lump sum covering the equipment handling and loading at the stockpile (unloading for de-mobilisation). The Contractor should calculate this cost for maximum 12 hours of service regardless of the number of equipment sets to be mobilised.
- The transportation prices are detailed in the "Price bid Template". The transportation prices are divided into price per kilometre of transport by road for certain capacities of trucks and distances. When preparing their offer, tenderers have to consider that transportation prices shall include all relevant fixed (e.g. driver's salary, road tax, vehicle's maintenance and insurance) and variable (e.g. fuel - diesel oil, consumption of tires and driver's mandatory safety breaks) freight transport costs. Transportation prices shall not include handling fees (loading and unloading) as these will be covered by the mobilisation lump sum. Regarding fees for use of the road (toll) or other unforeseen costs (e.g. truck ferry sea freight), these costs will be reimbursed based on invoices.
- The cost of the technical support personnel providing assistance to the Requesting Party during the equipment handover under an IRC-E or as part of an exercise will be covered based on the daily rate indicated in the "Price bid Template" (Ptsp). The daily rate will be due only for the day or days during which the handover activities are performed by the technical support personnel and not for the travel time. Travel costs and daily allowance will be reimbursed as per Annex V to Framework Service Contract.
- Price of stand-by of the transport mean(s) (Pst).

11. Award criteria

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

- Quality award criteria as weighted by percentage (60%) and
- Price award criteria (40%).

11.1 Quality Award Criteria (60%)

| Criterion | Quality Award Criteria (60%) | Weight (%) |
|--------------------|--|------------|
| Q 1 Storage | Quality of the arrangement for storage, maintenance and equipment condition tests , based on the information in the tender addressing the requirements set in the points 2.6.1.1. (Storage), 2.6.1.4 (Maintenance) and 2.6.1.6 (Equipment condition test) of these Tender Specifications. | 20 % |

| | | |
|-----------------------------|---|------|
| Q 2 Mobilisation | Completeness and Quality of the Mobilisation Plan , based on the information in the tender addressing the requirements of 2.2 (Geographical scope) and 2.6.1.5 (mobilisation services) and in Appendix 1 to these Specifications (EAS Mobilisation & Demobilisation Guidelines) | 20 % |
| Q 3 Service Team | Quality of the team assigned to the service as per requirements in the Tender Specifications based on the proposed team organisation, the description of the responsibilities of each member within the team and the balance of profiles and breakdown of tasks of staff members (in this respect the tenderers shall fill-in the staff list in the “Bid Template”). | 20 % |

11.2 Price Award Criteria (40%)

The price award criteria has three main elements:

| Price Award Criteria (40%) as per “Price Bid Template” in Appendix to the “Bid Template” | Weight (%) |
|---|-------------------|
| Score for P1: total cost of the initial EAS arrangement (4 years) | 25% |
| Score for P2: total estimated cost of potential additional services | 5% |
| Score for P3: total estimated cost of exercises and mobilisations | 10% |

The overall score for the price award criteria (SP) is the sum of the scores obtained for the P1, P2 and P3 as per “Price bid Template in Appendix to the “Bid Template”.

11.3 Scoring System

The score for each tender is calculated as

$$S = SQ + SP$$

where SQ is the score for quality and SP is the score for price.

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

Only tenders that have reached a minimum of 60 % for each quality criterion and a minimum of 60 % for the overall score (S) will be taken into consideration for awarding the contract.

The average quality for quality criterion i is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is

$$SP = \sum_i \frac{\text{lowest Price}_i \text{ of all bids}}{\text{Price}_i} * 100 * W_{\text{Price}_i}$$

12. Rejection from the procedure

Tenderers that, during the procurement procedure, are in one of the following situations will be rejected from the procedure:

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

13. Intellectual Property Right (IPR)

Please consult the contract for IPR related clauses.

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

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

14. Special negotiated procedure under Article 134(1)(e) RAP

EMSA may at a later stage exercise the option to increase the estimated value of the contract via negotiated procedure with the successful tenderer in accordance with Article 134(1)(e) of the Rules of Application to the Financial Regulation, if applicable.