

TENDER ENCLOSURE I– TECHNICAL SPECIFICATIONS

ATTACHED TO THE INVITATION TO TENDER

Invitation to tender no. EMSA/OP/20/2016

Contracts for provision of RPAS Exploitation Data Center (RPAS-DC) services in support of Remotely Piloted Aircraft System (RPAS) operations provided by EMSA

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1 Introduction and background

- 1.1.1.1 The European Maritime Safety Agency (hereafter EMSA or the Agency) was established under Regulation 1406/2002/EC, as amended by Regulation 100/2013/EC of 15 January 2013, for the purpose of ensuring a high, uniform and effective level of maritime safety and prevention of pollution by ships.
- 1.1.1.2 The Agency's main objective is to provide technical, operational and scientific assistance to the European Commission and Member States in the proper development and implementation of EU legislation on maritime safety, pollution by ships and security on board ships. To accomplish this, one of EMSA's most important supporting tasks is to improve cooperation with, and between, Member States in all key areas.
- 1.1.1.3 The European Parliament and Council Directive 2005/35/EC of 7 September 2005, as amended by Directive 2009/123/EC of 21 October 2009 "on ship-source pollution and on the introduction of penalties, including criminal penalties, for pollution offences", elaborated the Agency's task with respect to supporting Member States activities in the field of monitoring marine oil spills. Specifically the Directive requires the Agency to "work with the Member States in developing technical solutions and providing technical assistance in relation to the implementation of this Directive, in actions such as tracing discharges by satellite monitoring and surveillance".
- 1.1.1.4 To improve environmental surveillance capabilities, data from new sensors, in particular from Remotely Piloted Aircraft Systems (RPAS) could be provided to Member States and combined with information already available at the Agency.
- 1.1.1.5 The Agency has issued a tender no. EMSA/OP/06/2016 where it will organise and provide, as an institutional service provider, pilot RPAS service operations in support of Member States focusing on marine pollution detection & monitoring and emissions monitoring. However this technology has a multipurpose character and could on an emergency basis be used for other purposes, if necessary or requested by, Member States, the European Commission and other Agencies.
- 1.1.1.6 The Agency intends to establish an RPAS exploitation Data Center (RPAS-DC) to exploit the RPAS data, combine the data with existing information and to provide RPAS data services to its users. This data centre would provide a common interface to all RPAS users. This public procurement is to select a company to provide this RPAS-DC as a service.

2 Type of Procedure

- 2.1.1.1 Economic operators are invited to submit an offer in this open procedure in accordance with the rules set out in the Invitation to Tender and its associated enclosures.

2.1.1.2 Within this open procedure, any interested service provider may submit a bid in response to the contract notice and procurement documents and is evaluated based on exclusion, selection and award criteria.

2.1.1.3 Throughout this document the term “the Bidder” means that the tenderer shall address the requirements in its proposal as requested in the procurement documents. Reference to “the Contractor” means that the tenderer shall perform or implement such requirements during the execution of the contract.

3 Scope of Contract

3.1.1.1 This call for tender is to contract the provision of RPAS exploitation Data Center (RPAS-DC) services in support of Remote Piloted Aircraft Systems (RPAS) operations provided by EMSA.

3.1.1.2 The scope of the tender is illustrated in the next Figure.

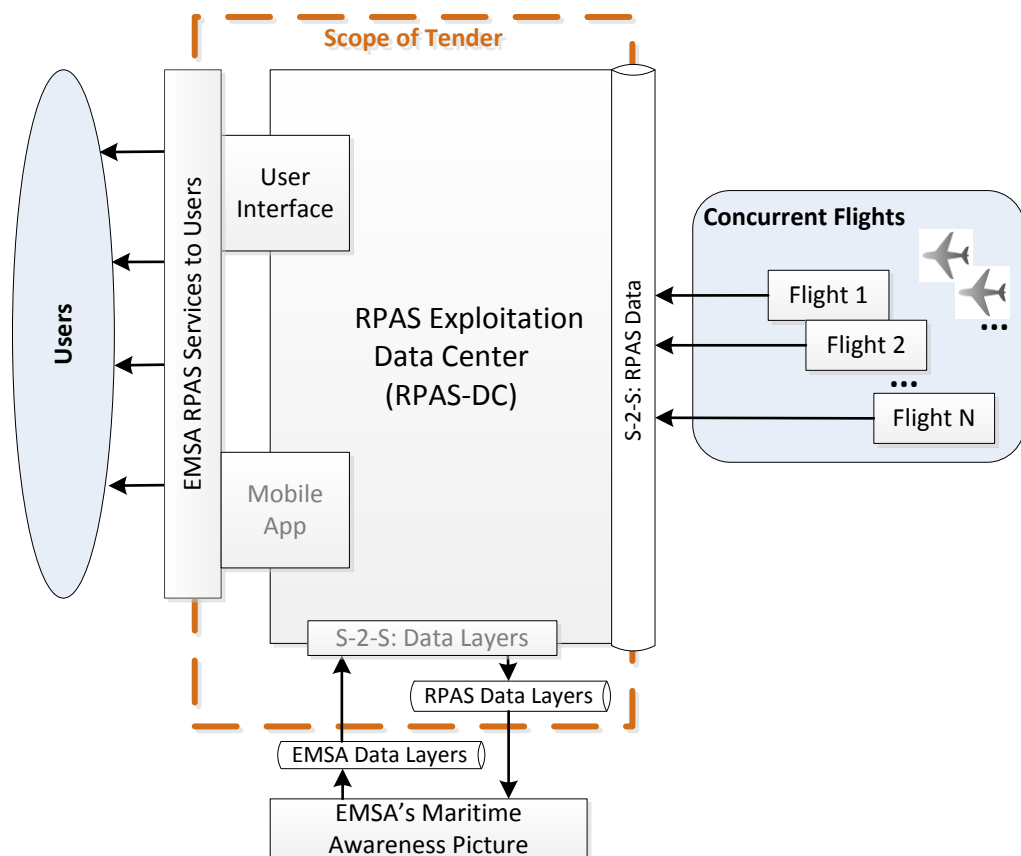


Figure 1: RPAS exploitation Data Center (RPAS-DC)

3.1.1.3 The RPAS-DC shall provide the means for the users to exploit the data collected during RPAS missions. A scalable service should be foreseen in terms having a number of simultaneous RPAS deployments and missions and therefore a

number of concurrent flights. The requirements for the RPAS-DC are provided in *Appendix A – Product Requirements*.

- 3.1.1.4 In general terms the scope of the contract consists in providing a RPAS-DC solution including collection of RPAS data from all missions, the provision of a common interface for the users and importing of data layers available at EMSA. The procured services will not include any upstream service including the provision of the RPAS, the sensors, the control stations, the necessary staff to operate the RPAS, amongst others.
- 3.1.1.5 The contractor shall provide the RPAS-DC as a service. The detailed service requirements are described in *Appendix B – Service Requirements*.
- 3.1.1.6 The system shall be based on existing COTS software for which the contractor has the full ownership or licenses to modify the system according to EMSA needs. This COTS based approach shall guarantee that the RPAS-DC can be quickly set-up and is using proven technology. The bidder is requested in his offer to clearly describe the COTS solution he intends to use for the RPAS-DC.
- 3.1.1.7 A single framework contract (FWC) is planned to be signed. The FWC will be implemented through specific contracts. The detailed contract architecture is described in section 4.

4 Contract Architecture

4.1 The Framework Contract

- 4.1.1.1 The contract awarded will be a framework contract (FWC) according to the draft published with these tender specifications. Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between EMSA and the Contractor during their period of validity. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms.
- 4.1.1.2 The FWC awarded will be valid for two and a half years with a possible renewal for a further one year period if requested by EMSA.
- 4.1.1.3 The tenderers will be ranked according to their scores in terms of best price–quality ratio as indicated according to the scoring scheme in section 17. The contract will be awarded to the bidder with the best price quality ratio.

4.2 The Specific Contracts (SC)

- 4.2.1.1 The framework contract will be implemented by signing specific contracts. Actual orders will be placed after the Framework Contract is signed and in force, through the signature of specific contracts as described in section 5.

4.2.1.2 All services will be provided on the basis of Fixed Deliverable & Timing (FDT) specific contracts which correspond to the order of a defined service with a number of specified deliverables.

5 Contract modules

5.1 General Considerations

5.1.1.1 The requirements hereunder apply, per module, to any request for services under the framework contract. More specific requirements will be introduced within the context of each specific contract.

5.1.1.2 Four modules are defined for this FWC:

- Module 1: Initial setup phase (refer to section 5.2),
- Module 2: Operations (refer to section 5.3),
- Module 3: Training (On-Request) (refer to section 5.4) and
- Module 4: Customization (refer to section 5.5).

5.1.1.3 Module 1 covers the initial setup phase where the contractor will prepare to deliver the services in Module 2: Operations (refer to section 5.3) and Module 3: Training (On-Request) (refer to section 5.4).

5.2 Module 1: Initial setup phase

5.2.1.1 This module is implemented through the signature of a single specific contract. Apart from the details provided in this section additional specifications may be put forward in the specific contract.

5.2.1.2 The contractor will be required to setup the RPAS-DC as defined in *Appendix A – Product Requirements*. Including performing any necessary specific developments or customization of COTS products, importing EMSA's layers, installing the RPAS-DC in the chosen infrastructure, preparing the user manual and the Interface Control Document (ICD).

5.2.1.3 The contractor will be required to setup the service delivery as defined in *Appendix B – Service Requirements*, including setting up a helpdesk service.

5.2.1.4 The contractor will be required to prepare the training modules and materials necessary to deliver the services foreseen through the implementation of Module 3: Training (On-Request). The contractor shall deliver a first training session on the RPAS-DC Service. The training session shall take place at EMSA.

5.2.1.5 A final report should be produced to indicate that the Contractor is ready to start delivering the services as requested by Module 2: Operations and Module 3: Training (On-Request).

5.2.1.6 This module shall be finalized with the successful acceptance of the final report by EMSA. This report may be used to support the invoicing.

- 5.2.1.7 The set-up phase (this module) shall not last more than 6 months after signature of the specific contract, except upon written agreement by EMSA. The implementation shall follow the rollout approach defined in *Appendix A – Product Requirements*.
- 5.2.1.8 The contractor shall operate the RPAS-DC prototype (version 0.1.0 or higher as defined in *Appendix A – Product Requirements*) during the implementation of Module 1 to support a live demonstration of the RPAS Service with external stakeholders.

5.3 Module 2: Operations

- 5.3.1.1 This module accounts for the delivery of the Service defined in *Appendix B – Service Requirements*, including *Hosting and Managing Services*, *Support Services*, *Configuration Services* and *Maintenance Services*.
- 5.3.1.2 The contractor is paid a flat fee (refer to section 15) to deliver the service.
- 5.3.1.3 The reporting described in *Appendix B – Service Requirements* may be used to support the invoicing.
- 5.3.1.4 The first specific contract will be signed for the duration of at least 1 year of operation.
- 5.3.1.5 It is the intention of the agency to request the services under this module until the end of the FWC.
- 5.3.1.6 Further details to the implementation of this module may be defined within the context of the Specific Contract. This may include for instance the duration and how penalties may apply.

5.4 Module 3: Training (On-Request)

- 5.4.1.1 The initial preparation of the training material for the RPAS-DC is done through the implementation of Module 1 (refer to section 5.2).
- 5.4.1.2 EMSA may request the contractor to deliver trainings on an ad-hoc basis. The contractor shall deliver the training sessions after a maximum of 20 working days following the written request from EMSA.
- 5.4.1.3 The trainings shall be performed either at EMSA premises in Lisbon or in another location in an European Union (EU) Member State, Iceland and Norway. The training facilities are not the responsibility of the contractor.
- 5.4.1.4 Each training shall include hard and electronic copies of the training materials for up to 20 attendees. Two trainers shall be available per training session.
- 5.4.1.5 The training materials shall include a user manual, presentations and exercises. The trainings shall be a balanced mix of presentations and hands-on exercises using the RPAS-DC.

- 5.4.1.6 The training materials shall be prepared in a format and template to be agreed by EMSA.
- 5.4.1.7 The contractor shall provide a training report for every training delivered. The report template shall be agreed with EMSA.
- 5.4.1.8 It is expected that an indicative maximum of 3 trainings of 2 day duration will be requested per year of service.

5.5 Module 4: Customization

- 5.5.1.1 The successful acceptance of *Module 1: Initial setup phase* is a pre-requisite to the implementation of this module.
- 5.5.1.2 Customization of the RPAS-DC to be identified during the course of this Framework Contract will be covered under this module through the implementation of one or more specific contracts.
- 5.5.1.3 Customization to be contracted under this module relate to new requirements and functionalities not currently foreseen in *Appendix A – Product Requirements*, or to requirements foreseen in the appendix but not identified as compliant in the bid to which the FWC was awarded to. **On the other hand it shall be noted that wider compliance to requirements is considered positively in the award criteria when evaluating the bid and awarding the contract (refer to section 17).**
- 5.5.1.4 The tasks under this module may include amongst others:
- Analysis of user requirements;
 - Prototyping of new features;
 - Development/Coding;
 - Correction and bug fixing of the new functionalities;
 - Updating of relevant documentation.
- 5.5.1.5 The details of the service to be provided will be defined under the scope of each specific contract.

6 Contract management responsible body

- 6.1.1.1 The European Maritime Safety Agency (EMSA), - Department C - Operations will be responsible for managing the contract. The address of EMSA, the contracting authority, is the following: European Maritime Safety Agency, Praça Europa 4, 1249-206 Lisbon, Portugal.

7 Project management and quality plans

7.1 General

7.1.1.1 All documentation shall be written in the English language.

7.1.1.2 The Contractor shall be available for

- a teleconference call every two weeks (module 1 and 4)
- a monthly teleconference (module 2).

7.1.1.3 An EMSA web based tool project management tool may be used by both parties for the duration of the contract to support project activities.

7.2 Project Management Plan

7.2.1.1 The project will require the highest standards of project and operational management.

7.2.1.2 The Bidder shall provide in the bid a Project Management Plan for the implementation of Module 1: Initial setup phase following the timetable in section 8 and the quality criteria in section 17

7.2.1.3 Recognised standards for project management shall be identified in the bid.

7.3 Quality Plan

7.3.1.1 Quality Assurance shall be performed by the Contractor according to industrial best practices. A Quality Management plan shall be provided and discussed during the Kick-off meeting. Any Quality Management standard (including product assurance) followed by the Contractor shall be specified in their bid and any specific tailoring required by this project should be identified and pointed out.

8 Timetable

8.1.1.1 The estimated date for signature of the framework contract is expected to be the fourth quarter 2016.

8.1.1.2 As explained in section 5, *Module 1: Initial setup phase* will be procured through the signature of a single specific contract and shall not last longer than 6 months after the signature of the specific contract.

8.1.1.3 The *Module 1: Initial setup phase* activities are expected to start shortly after the signature of the FWC

8.1.1.4 The Bidder shall comply with the due date for all milestones, deliverables and meetings identified in the Table below.

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
T0 (December 2016)	Framework Contract (FWC)	Signature of FWC	
Module 1: Initial setup phase			
T0 + 0 week	Specific contract (SC) ¹	Implementation plan and timetable discussed SC presented and signed during Kick-off meeting	Kick-off meeting at EMSA SC signed
t0 + 4 weeks	Initial Project Plan, Risk Management Plan, Creation of Risk Registry and other project documents	Initial presentation by the contractor of the Project Plan: to include at least project charter, project management approach/ methodology, scope, Work Breakdown Structure (WBS), project team, Gantt chart, deliverables milestones, working locations, meetings planning and reports. The project plan is to be maintained during the whole duration of the contract.	1st meeting at EMSA
	Software Development Plan	Must define overall processes, tools and practices to be used during software development, such as Software development approach, description of the strategy of the software development life cycle (agile), etc...	
	Early draft RPAS-DC ICD	Proposal of ICD to interface the RPAS-DC with RPAS service providers	
	RPAS-DC Release 0.0.1 (first mockup)	Mockup is made available to EMSA for early review.	

¹ Framework contract(s) shall be already in place prior to kick-off meeting

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
t0 + 4weeks (Sprints of 2 to 4 weeks until t0 + 12 weeks)	RPAS-DC Releases 0.0.X	EMSA reviews following agile lifecycle.	
t0 + 12 weeks	Factory Acceptance Testing (FAT) of RPAS-DC Release 0.1.0 Updated ICD Validation Report	EMSA validates the release 0.1.0 of the RPAS-DC.	1 st meeting at contractor premises
t0 + 12 weeks (exact date to be defined)	Support to live demonstration of the RPAS Service with external stakeholders.	Operation of the Prototype (RPAS-DC Release 0.1.X) during live demonstration.	
t0 + 12weeks (Sprints of 2 to 4 weeks until t0 + 22 weeks)	RPAS-DC Releases 0.1.X	EMSA reviews following agile lifecycle.	
t0 + 22 weeks	Factory Acceptance Testing (FAT) of Release 1.0.0 Updated ICD Validation Report	EMSA validates the release 1.0.0 of the RPAS-DC.	2 nd meeting at contractor premises
t0 + 24 weeks	Final documentation delivered.	Final Report and Invoice payment of Module 1	
Bi-weekly	Project status Report reports	Status of project, including, if required proposals on updating project plan and risk registry. The status of on-going tasks, resource usage, progress status and issues foreseen	
Module 2: Operations			

Tentative Dates	Documents/Deliverables to be submitted	Comment	Event/Location
T1 (t0 + 24 weeks)	Specific Contract (SC)	Planned to start after Module 1 <i>Yearly duration for SC (indicative)</i>	Signature of Specific Contract
Monthly	Monthly reports for the services provided as defined in <i>Appendix B</i> .	Evaluation of the quality of the service	Monthly conference calls
Yearly	Project meeting		At EMSA premises
End of SC	Final Report Accompanied by Invoice for Payment of SC for Module 2	Report with summary of the services delivered.	
Module 3: Training (On-Request)			
	Specific contract (SC)	As and when needed for specific trainings	SC signed
End of SC	Final Report Accompanied by Invoice for Payment of SC	Training report, including evaluation grid from trainees.	
Module 4: Customization			
	Specific contract (SC)	As and when needed for specific developments Implementation plan and timetable discussed during kick-off meeting	SC signed
End of SC	Final Report Accompanied by Invoice for Payment of SC	Summarising the tasks performed, the software deliveries made, dates and references of the deliverables mentioned above and any recommendations not covered by these.	

Table 1 Set-up time table

- 8.1.1.5 The table above represents the indicative plan of the implementation of the FWC, which is not binding on EMSA and may be adapted during the contractual period.
- 8.1.1.6 If the Contractor has to deviate from the given timeframe justification for the deviation(s) must be given. EMSA reserves the right to disagree with the deviations and the proposed time plan.
- 8.1.1.7 The kick-off meeting will be held at EMSA at the date of the signature of the specific contract for Module 1, or shortly thereafter. Its purpose shall be to enable the contracting parties to discuss the project to be fulfilled by the Contractor, as well as to settle all the details of the work to be undertaken.
- 8.1.1.8 The Contractor's project manager, responsible for the work to be undertaken and the Contractor's key technical staff shall be present at the kick-off meeting.
- 8.1.1.9 The contractor shall follow an agile development approach.

9 Estimated Value of the Contract

9.1 General

- 9.1.1.1 The total budget available for the FWC contract is 520.000,00 Euros excluding VAT, covering the first 2.5 years plus the possible extension for a further one year if requested by EMSA. This value does not indicate that this amount will be spent by EMSA under the contract.
- 9.1.1.2 The maximum budget allocation for *Module 1: Initial setup phase* is EURO 80,000.
- 9.1.1.3 The maximum budget allocation for *Module 2: Operations* is EURO 360,000 which shall cover at least 36 months of Operations: 24months during the initial duration of the FWC and additional 12months in case of extension of the FWC for an additional year.
- 9.1.1.4 The maximum budget allocation for *Module 4: Customization* is max. EURO 50,000.
- 9.1.1.5 The budget must cover all costs of the contract for the duration of the contract.

10 Terms of payment

- 10.1.1.1 Payments shall be issued in accordance with the provisions of the framework contract and specific contract(s) (Tender Enclosure II).

11 Terms of contract

- 11.1.1.1 When drawing up a bid, the Bidder should bear in mind the terms of the draft framework contract contained in Tender Enclosure II.
- 11.1.1.2 EMSA may, before the contract is signed, either abandon the procurement or cancel the award procedure without the Bidder being entitled to claim any compensation.
- 11.1.1.3 The implementation of the contracts follows the rules as already described in sections 4.2 and 5.
- 11.1.1.4 The ownership of the processed and derived data of the RPAS-DC shall be fully and irrevocably acquired by EMSA as stipulated in the draft framework contract (Tender Enclosure II).

12 Subcontracting

- 12.1.1.1 If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners, it shall indicate in its offer which part will be subcontracted, as well as the name and qualifications of the subContractor(s) or partner(s). It should be noted that the overall responsibility for the performance of the contract remains with the tenderer.
- 12.1.1.2 The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subContractors. The evidence for the selection criteria on behalf of subContractors must be provided where the tenderer relies on the capacities of subContractors to fulfil selection criteria². The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subContractors as a whole fulfil the criteria.

13 Joint Offer

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

² To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

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

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

14 Requirements as to the tender

14.1.1.1 Bids can be submitted in any of the official languages of the EU. However, since the main working language of EMSA is English, bids should preferably be submitted in English and should, in particular, include an English version of the documents requested under point 16.5 and 17 of these tender specifications.

14.1.1.2 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 Council³.

14.1.1.3 The tenderer shall complete the Tenderer's Checklist (Tender Enclosure III).

14.1.1.4 Bids shall be submitted in paper AND electronic versions on CD, DVD, or USB key or similar added to the paper bid.

14.1.1.5 If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners ("joint offers") he shall indicate it in his offer by completing the form "Information regarding joint offers and subcontracting". This document is available on the Procurement Section of EMSA's website (<http://www.emsa.europa.eu/work/procurement.html>).

14.1.1.6 The tender must be presented as follows and must include:

- a) **A signed letter** indicating the name and position of the person authorised to sign the contract and the bank account to which payments are to be made.

³ 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).

- b) **The Financial Form** completed, signed and stamped. This document is available on the Procurement Section (Financial Form) of EMSA's website (<http://www.emsa.europa.eu/work/procurement.html>).
- c) **The Legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) of EMSA's website (<http://www.emsa.europa.eu/work/procurement.html>).

14.1.1.7 Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already previously been completed and sent either to EMSA or any EU Institution. In this case the tenderer should simply indicate on the cover letter the bank account number to be used for any payment in case of award.

14.2 Part A:

14.2.1.1 All the information and documents required by EMSA for the appraisal of tenders on the basis of the points 13, 16.2 and 16.6 of these specifications (part of the exclusion criteria).

14.3 Part B:

14.3.1.1 All the information and documents required by EMSA for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the Selection Criteria) set out under point 16.4 of these tender specifications.

14.4 Part C:

14.4.1.1 All the information and documents required by EMSA for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under sections 16.5 of these tender specifications.

14.5 Part D:

14.5.1.1 All the information and documents required by EMSA for the appraisal of tenders on the basis of the **Award Criteria** set out under section 17 of these specifications.

14.6 Part E:

14.6.1.1 Setting out prices in accordance with section 15 of these specifications.

15 Price

15.1 General considerations

15.1.1.1 Prices must be quoted in euro.

15.1.1.2 Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.

15.1.1.3 Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. **The amount of VAT must be shown separately.**

15.1.1.4 The Bidder is requested to present a price breakdown as specified in section 15.2. *Appendix F – Price Grid* of the tender specifications provide a template for the price breakdown.

15.1.1.5 Requirements defined in *Appendix A* and *Appendix B* which the bidder identifies as “compliant” or “partially compliant” in its bid (namely in *Appendix E - Compliance Matrix*) will be considered positively during the evaluation of the award criteria. However, these products/services shall be included in the prices indicated in the bid.

15.2 Pricing scheme

15.2.1.1 The prices in the grids below refer to the various Modules described in section 5.

15.2.1.2 The bidder may keep the ownership of the customizations of COTS products in Module 1 and Module 4. EMSA offers this flexibility to the bidder in order to promote more competitive prices. The bidder should bear this in mind when calculating the prices for the different modules in its bid.

	Conditions / further details description
Module 1 –Initial Set-Up Phase	
Fixed set-up fee	<p>The tasks foreseen under this module are defined in section 5.2. They include the setup of the RPAS-DC, of the service delivery and the preparation of the training materials.</p> <p>According to section 9.1.1.2 the maximum budget allocation for this module is EURO 80,000.</p> <p>Travel, accommodation and daily subsistence expenses (for instance for the milestones indicated in the table in section 8) are included in this price.</p>
Module 2 – Operations	
Time based flat fee (monthly)	<p>The services foreseen under this module are defined in section 5.3.</p> <p>According to section 9.1.1.3 the maximum for the monthly flat fee is set at Euro 10,000 (360,000 ceiling of Module 2 divided by 36 months of operations).</p> <p>Travel, accommodation and daily subsistence expenses (for instance for the milestones indicated in the table in Section 8) are included in this price.</p>
Module 3 – Training (On-Request)	
Flat fee per training session - P_{Training}	<p>The services foreseen under this module are defined in section 5.4. They include a two day user training session anywhere in Europe with two trainers.</p> <p>This shall be an all inclusive flat fee per training session.</p> <p>The costs of hard copies of the training material are included.</p> <p>The cost of travel, accommodation and daily subsistence expenses are included.</p>
Flat fee per extra day of training session – $P_{\text{Train-1Day}}$	<p>This shall be an all inclusive flat fee per additional day of training, extra to the two days included in P_{Training}.</p>

	Conditions / further details description
Module 4 – Customization	
A fixed price per person day per profile: <ul style="list-style-type: none"> • P_M - Project and Service Manager • P_A - Analyst • P_P - Programmer • P_T - Tester • P_{SA} - System Administrator 	<p>The profiles are described in section 17.2.</p> <p>Travel, accommodation and daily subsistence expenses may NOT be part of the <i>fixed price per person day per profile</i> and may be added as extra costs in the specific contracts (refer P_{Travel} and P_{Add} below).</p>
Travel, accommodation and subsistence cost (P _{Travel})	<p>One person for a one day meeting in EMSA, Lisbon</p> <p>The ceiling for accommodation in Lisbon (hotels) is set at 120€/day max. For subsistency in Lisbon (daily allowance) the ceiling is set at 84€ max. For the travel the bidder should assess the transportation costs.</p>
The cost (P _{Add}) of an additional day of meeting per person	<p>An additional day of meeting per person in EMSA, Lisbon</p> <p>The ceiling for accommodation in Lisbon (hotels) is set at 120€/day max. For subsistency in Lisbon (daily allowance) the ceiling is set at 84€ max. For the travel the bidder should assess the transportation costs.</p>

Table 2 Pricing Scheme

16 Information concerning the personal situation of the service provider and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required

16.1 Legal position – means of proof required

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

16.2 Grounds for exclusion - Exclusion Criteria

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

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which EMSA is located or those of the country of the performance of the contract;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - entering into agreement with other persons with the aim of distorting competition;
 - violating intellectual property rights;
 - attempting to influence the decision-making process of EMSA during the award procedure;
 - attempting to obtain confidential information that may confer upon it undue advantages in the award procedure ;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
 - fraud
 - corruption
 - participation in a criminal organisation
 - money laundering or terrorist financing
 - terrorist-related offences or offences linked to terrorist activities
 - child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or

other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;

- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
 - facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
 - non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
 - decisions of the ECB, the EIB, the European Investment Fund or international organisations;
 - decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
 - decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

16.3 Legal and regulatory capacity – Selection Criteria

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

16.4 Economic and financial capacity – Selection Criteria

16.4.1.1 Requirements:

16.4.1.2 The Bidder must be in a stable financial position and must have the economic and financial capacity to perform the contract.

16.4.1.3 Evidence:

16.4.1.4 The Bidder has to provide the following evidence:

- a) Financial statements or their extracts for the last three years for which accounts have been closed.
- b) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years available.
- c) Tenderers are exempt from submitting the documentary evidence if such evidence has already been completed and sent to EMSA for the purpose of another procurement procedure and still complies with the requirements. In

this case the tenderer should simply indicate on the cover letter the procurement procedure where the evidence has been provided.

- d) If, for some exceptional reason which EMSA considers justified, a tenderer is unable to provide one or other of the above documents, he may prove its economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

16.5 Technical and professional capacity – Selection Criteria

16.5.1.1 The tenderer's technical capacity will be evaluated on the basis the criteria that will be applied to the legal entity submitting the offer and not to any mother company or company of the same group.

16.5.1.2 To prove their technical and professional capacity the contractor shall provide proof of the following mandatory criteria with their application.

16.5.1.3 Criterion I: The suitability of the tenderer's organisational structure to supply the services covered by the Framework contract. This description should include:

- An overview of the company departments mentioning the currently allocated number of staff and levels;
- Description of the relationship of this company and those of the group if relevant;
- Description of the quality assurance procedures;
- The contractor's ability to offer all services under the present contract in the English language

16.5.1.4 Criterion II: The tenderer's experience in RPAS exploitation Data Centers and their provision as a service. The tenderer shall provide the description of at least three related projects within the last 5 years and, when possible, the links to be able to visualise them

- Description of projects;
- Budget of projects (indicating company budget);
- Customers and testimonials (if available);
- Role of the company in the project;
- Details of technical capabilities required for the project;
- "Lessons learnt".

16.6 Evidence to be provided by the tenderers

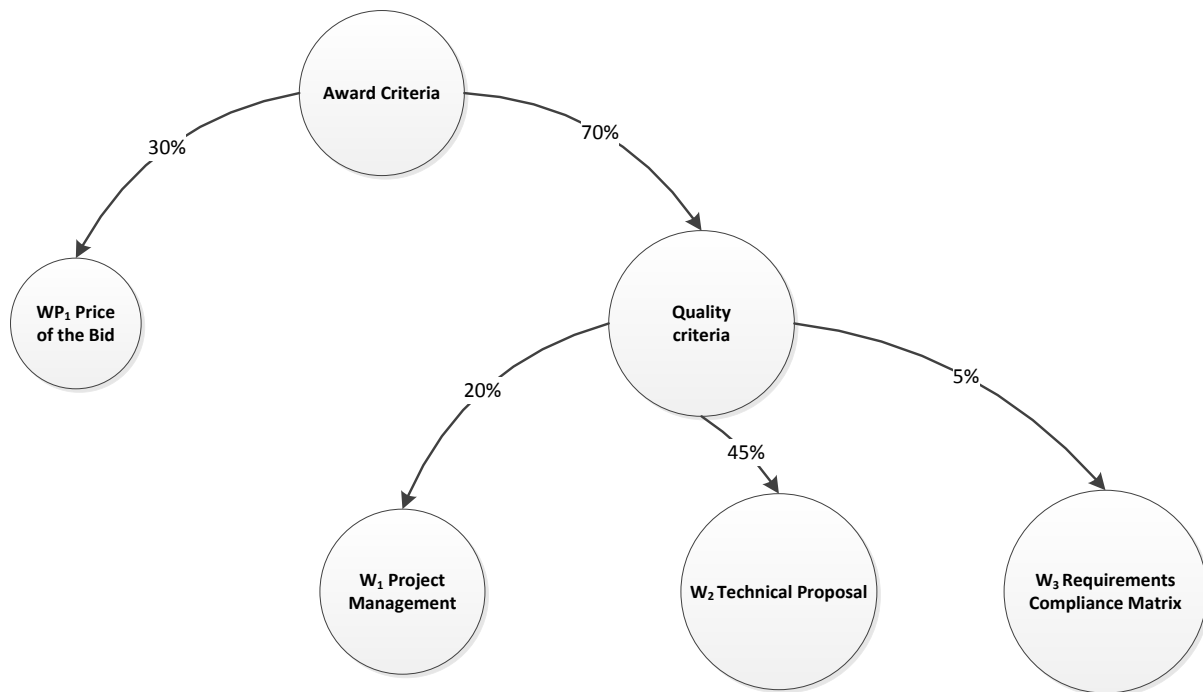
16.6.1.1 For this purpose, the Declaration of Honour available in the Procurement Section on the EMSA Website (www.emsa.europa.eu) shall be completed and signed.

- 16.6.1.2 Please note that **only upon request** and within the time limit set by EMSA the bidder shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the tenderer or the natural or legal persons which assume unlimited liability for the debt of the tenderer:
- 16.6.1.3 For exclusion situations described in (a), (c), (d) or (f) of point 16.2 above, a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.
- 16.6.1.4 For the exclusion situation described in (a) or (b) of point 16.2 above, production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.
- 16.6.1.5 If the tenderer already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.
- 16.6.1.6 If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by EMSA.
- 16.6.1.7 When the tenderer to be awarded the contract has already submitted relevant evidence to EMSA, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the tenderer is required to submit a statement confirming that its situation has not changed.

17 Award Criteria

17.1 General

- 17.1.1.1 Bids that do not comply with the selection criteria under 16.3 and 16.4 and 16.5 will not be taken into consideration for the award of the contract nor be evaluated for the award criteria.
- 17.1.1.2 The contract will be awarded to the tenderer who submits the most economically advantageous bid (the one with highest score) based on the following award criteria and their associated weightings:



17.1.1.3 Evaluators will give marks between 0-10 (half points are possible) for each quality criterion Q_i .

17.1.1.4 Each quality and price criterion will be weighted in order to contribute to the overall score S . Only a bid that has reached the listed minimum value for each quality criterion Q_i will be taken into consideration when calculating the score for quality SQ , the score for price SP and the score S .

17.1.1.5 The quality and price criteria are given in the following table:

Criterion	Title	Weighting	Minimum	Section
Q_1	Project Management	$W_1 = 20\%$	50%	17.2
Q_2	Technical Proposal	$W_2 = 45\%$	50%	17.3
Q_3	Requirements Compliance Matrix	$W_3 = 5\%$	50%	17.4
P_1	Price of the Bid	$W_{P1} = 30\%$	n/a	17.5

Table 3 Quality and Price criteria

17.1.1.6 The score is calculated as

$$S = SQ + SP$$

where:

- The average quality for quality criterion i is

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

- The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

- The score for quality is

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

- The score for price is

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

17.2 Quality Criterion 1 ($W_1=20\%$): Project Management

17.2.1.1 The criterion will be assessed based on the following:

- The project plan for the implementation of Module 1: Initial setup phase following the timetable in section 8;
- This should also include as a minimum a work breakdown structure, description of work packages as well as the estimated effort for each task and a relevant schedule/timeplan;
- Roles, tasks and responsibilities of each member of the proposed team;
- A risk assessment should also be described;
- Description of the quality assurance plan for the project;
- The Proposed team structure and the involvement and interaction of each team member within the project and available for execution of the activities requested by the Agency.

17.2.1.2 Included in this award criterion is the suitability of the tenderer's key technical and management persons who will be delivering the service under the different modules under the proposed contract. The description should include detailed curriculum vitae with the professional experience of the proposed team for execution of the framework contract. CVs for the following profiles are requested.

Profile Name	Minimum Requirements per Profile
Project and Service Manager	
Education	<ul style="list-style-type: none"> • University degree(s) in the IT or Engineering field. • Excellent English verbal and writing skills.
Professional Experience	<ul style="list-style-type: none"> • More than 5 years of experience as a project manager of projects related with geospatial exploitation (proven experience, not attendance of seminars) • Experience in delivery of products as a service

Profile Name	Minimum Requirements per Profile
	<ul style="list-style-type: none"> Experience in operational systems.
Analyst	
Education	<ul style="list-style-type: none"> University degree(s) in the IT or Engineering field. Excellent English verbal and writing skills.
Professional Experience	<ul style="list-style-type: none"> At least 5 years experience in projects involving geospatial exploitation At least 5 years of experience in analysing user requirements and translating them into functional, technical, and testing specifications. At least 1 year experience in the COTS products proposed to be used in bid.
Programmer	
Education	<ul style="list-style-type: none"> IT or Engineering Degree (minimum 2 years post-secondary), or equivalent background knowledge and experience in geospatial exploitation products Good knowledge of English language.
Professional Experience	<ul style="list-style-type: none"> At least 5 years' experience in projects involving geospatial exploitation products At least 1 years experience in the COTS products proposed to be used in bid.
Tester	
Education	<ul style="list-style-type: none"> IT or Engineering Degree (minimum 2 years post-secondary), or equivalent background knowledge and experience in geospatial exploitation products Good knowledge of English language;
Professional Experience	<ul style="list-style-type: none"> At least 3 years' experience in testing, validation and product maintenance in projects involving geospatial exploitation products At least 6months experience in the COTS products proposed to be used in bid.
System Administrator	
Education	<ul style="list-style-type: none"> IT or Engineering Degree (minimum 2 years post-secondary), or equivalent background knowledge and experience in geospatial exploitation products Good knowledge of English language;
Professional Experience	<ul style="list-style-type: none"> At least 3 years' experience in system administration At least 6months experience in the COTS products proposed to be used in bid.

Table 4 Profiles of Proposed Staff

17.2.1.3 The bidder is invited, if needed, to propose additional CVs for the execution of the framework contract but that cannot be added to the price grid for Module 4, as defined in 15.2.

17.2.1.4 The CVs shall be provided by using the Template in Appendix C to the Tender Specifications and the CVs in EuroPass format (Appendix D).

17.3 Quality Criterion 2 ($W_2=45\%$): Technical Proposal

17.3.1.1 The criterion will be assessed based on the technical proposal responding to the requirements as provided in Appendices A and B.

17.3.1.2 The technical proposal should show how the requirements will be met. Within Appendices A and B details are provided on how the bidder shall demonstrate the compliance to the requirements. Namely, the bidder is requested to describe in detail the architecture of the system from a technical point of view, the operational procedures, the helpdesk and reporting of the service.

17.3.1.3 The training materials as foreseen in Module 1 (refer to section 5.2) shall be evaluated by analysing training material provided for a similar project. The bidder is requested to provide the training material or a very precise description together with the bid. The contractor has then to provide training material for the RPAS-DC in a similar manner.

17.3.1.4 The quality of the technical offers will be evaluated in accordance with the award criteria of the table below:

Criteria
Product requirements in <i>Annex A – Product Requirements</i> .
Service requirements in <i>Annex B – Service Requirements</i>
Quality of Training Materials
TOTAL

Table 5 Grid award criteria (Fulfilment of requirements in Appendix A and B)

17.4 Quality Criterion 3 ($W_3=5\%$): Requirements Compliance Matrix

17.4.1.1 The bidder is requested to fill in the compliance matrix in Appendix E. Please note that the compliance matrix should not only indicate “yes/no/partial compliance” for each requirement, but provide a justification and explanation.

17.4.1.2 This criterion assesses the quality and completeness of the compliance matrix in Appendix E.

17.5 Price of the Bid ($W_{P1}=30\%$)

17.5.1.1 The price of the bid shall be calculated as the sum of the following four prices:

17.5.1.2 $P_{\text{Module 1}}$: the fixed price defined in the Pricing scheme (refer to section 15.2) for the implementation of Module 1 (refer to section 5.2).

17.5.1.3 $P_{\text{ScenarioModule 2}}$: the flat monthly price defined in the Pricing scheme (refer to section 15.2) for the operation of Module 2 (refer to section 5.3) multiplied by 24 months (period of 2 years).

17.5.1.4 $P_{\text{ScenarioModule 3}}$: the flat price for two two-day training sessions and one three-day training session as defined in the pricing scheme (refer to section 15.2):

$$P_{\text{ScenarioModule3}} = P_{\text{Training}} \times 2 + (P_{\text{Training}} + P_{\text{Train-1Day}})$$

17.5.1.5 $P_{\text{ScenarioModule 4}}$: the price for the scenario defined in the table below (Module 4: example of request for customization) taking in consideration the *fixed price per person-day per profile* defined in the pricing scheme (refer to section 15.2). Please note only the cost of the staff is considered in this scenario defined only for the award criteria. When preparing specific contracts the contractor may also include P_{Travel} and P_{Add} expenses as defined in section 15.2.

	Price offered / Day / Profile in the bid A	Person days for the price evaluation B	Total A x B
Project and Service Manager	P_M	5	
Analyst	P_A	10	
Programmer	P_T	30	
Tester	P_P	15	
System Administrator	P_{SA}	5	
Total for scenario			$P_{\text{ScenarioModule 4}} = \Sigma(A \times B)$

18 Rejection from the procedure

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

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

19 Intellectual Property Rights (IPR)

19.1.1.1 Please consult the draft contract for IPR related clauses.

19.1.1.2 EMSA will acquire ownership of all results produced as an outcome of this contract. However, as already stated under section 15.2.1.2 above, the ownership of the customizations of COTS products in Module 1 and Module 4 may remain with the bidder if requested.

19.1.1.3 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 materials, their source and when and how the rights to these materials have been or will be acquired.

19.1.1.4 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.

20 Special negotiated procedure under Article 134(1) RAP

20.1.1.1 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) (b) or (e) of the Rules of Application to the Financial Regulation. There might be future EMSA needs for further service adaptations meeting an appropriate quality/price ratio. These adaptations would be beyond the proposed solution of the bids and would not alter the services in general.

21 Information resources

The Contractor is advised to consult the EMSA (<http://www.emsa.europa.eu>) website for links to reference documents and further information.

22 ANNEX A: Abbreviations and Definitions

22.1.1.1 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	Definition
Commercial off the Shelf	COTS	Commercially available solution (any company can purchase licence) or an existing proprietary solution (building block).
Deployment		A deployment is composed of the mobilisation, the on-site activities and a number of flights called missions, each of these missions is carried out in a specific Areas of Interest, defined within the Service Deployment Area.
European Maritime Safety Agency	EMSA	EMSA is an EU Agency - www.emsa.europa.eu . EMSA provides technical assistance and support to the European Commission and Member States in the development and implementation of EU legislation on maritime safety, pollution by ships and maritime security.
EU, EEA and EFTA		European Union, European Economic Area and European Free Trade Association.
Factory Acceptance Testing	FAT	Project milestone where the provider demonstrates in his premises that the product implemented meets the requirements put forward in the contract.
Fixed Deliverable & Timing	FDT	Specific contracts which correspond to the order of a defined service with a number of specified deliverables.
Framework Contract	FWC	Contract template in tender enclosure II.
Ground Segment		The segment which receives the payload data from the RPAS via satellite communication or via the Local Ground Control Station (LGCS), processes the payload data and make them available to the users and the Agencies. Could be the LGCS itself or dislocated at the Contractor premises (CGCS).
Interface Control Document	ICD	Document describing interfaces between systems or subsystems.
Intellectual Property Rights	IPR	IPRs clauses are defined in in tender enclosure II.
Operation		The operation of the RPAS during a mission
Remotely Piloted Aircraft Systems	RPAS	Unmanned aircraft system.
RPAS exploitation Data Center	RPAS-DC	Product defined in Appendix A – Product Requirements
Specific Contract	SC	Contract template in tender enclosure II.
Work Breakdown Structure	WBS	It is a project management terms for a deliverable-oriented decomposition of a project into smaller components.