

**ENCLOSURE T.1 - TENDER SPECIFICATIONS**

**Enclosed to Procurement Procedure No EMSA/CPNEG/38/2016 - Service Contract for  
Equipment Assistance Service (EAS) – Southern Europe  
Competitive procedure with negotiation  
Phase II – Invitation to Tender**

**Note to Applicants**

Following Phase I, Application Phase, pre-selected candidates for EMSA/CPNEG/38/2016, will be invited to submit a bid to this Competitive procedure with negotiation in accordance with the rules set out in the Invitation to Tender and associated Enclosures, Appendices and Annexes.

The **Tender Documentation** is published in the Application 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 March 2017.

It should be noted that in the tender documentation any mention of the terms 'candidates', 'applicants' or 'applications' 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) Minimum requirements as established by these Tender Specifications:
  - Respect of the Objectives, top-up principle, geographical scope, service contract type, project phases and scope of the service (points 2);
  - Respect of the maximum budget ceiling (point 5);
  - Evaluation of the additional evidence provided regarding the Exclusion criteria (see point 11 of these Tender specifications).
- b) Evaluation of the tender against the Award Criteria (see point 12).

N.B. Where general and/or specific aspects are identified as “**preferred**” then offers 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 should be dedicated to the performance of the EAS agreement and should remain available via EMSA to the affected coastal State requesting assistance.

### 2.2 Geographical scope

The equipment stockpile shall be located on the coastline of an EU Member State within the Adriatic Sea defined as from the Strait of Otranto until the Gulf of Venice.

The contractor shall ensure efficient and quick equipment delivery to hand over sites located in the above defined area. However, if so requested, the EAS contractor shall 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 the 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 infrastructures, railway transportation and air transport.

### 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 (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 June 2017.

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 specifications. The first Specific Contract is planned to be signed in June 2017.

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:

- a. If needed, adapt the storage area for the equipment;
- b. Arrange the logistics, lifting equipment, insurance, equipment maintenance procedures, 24/7 emergency procedures and certification for the team members assigned to the EAS Contract;
- c. Sub-contract necessary services (if appropriate);
- d. 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;
- e. Receive, check, store properly, label (labels and labelling instruction to be provided by EMSA) and inventurise equipment sets;
- f. 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. 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 instruction 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;
  - f. Provide all logistics for equipment deployment as part of the equipment condition tests, including training sessions to the team members assigned to the EAS Contract provided by the equipment manufacturers and supported by EMSA;
  - g. Have in place all risks insurance cover for the equipment at the storage location and during transportation;
  - h. Transport and handover of equipment to the following Contractor or any other third party indicated by EMSA, where applicable;
  - i. Upon request by EMSA, mobilise, deliver equipment for international/national pollution response exercises including technical support personnel for handover to and familiarisation of the entity organising the exercise;
  - j. Upon request by EMSA, enter into an IRC-E with a Requesting Party, perform mobilisation and deliver the equipment to the Requesting Party;
  - k. Transport the equipment by road transport to the place of handover and from the place of redelivery indicated by the Requesting Party in the IRC-E;
  - l. Handover of the equipment to a Requesting Party within the framework of the IRC-E;
  - m. If technical support personnel is also requested by the Requesting Party, then the handover will also include a familiarisation with the equipment for the Requesting Party personnel;
  - n. Participate in notification exercises.

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

## 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
Framework contract	Signature of the Framework Contract		June 2017
	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.	June 2017
Preparation Phase for the specific contract n° 1	Signature of initial Specific Contract for 2 years (initial equipment arrangement)	This starts the Preparation Phase of the Contract.	June 2017
	Organisation of staff and logistic arrangements. Preparation of the storage and contracting insurance		June - September
	Transfer of the oil pollution response equipment (initial equipment arrangement)	EMSA may deliver equipment during the Preparation Phase	The date(s) will be agreed between EMSA and the Contractor in advance
	Interim visits to Storage	EMSA may visit storage	
	Completion Report submitted by Contractor	Contractor to submit Completion Report to EMSA at the end of the Preparation Phase.	4 months following signature of the first Specific Contract (October 2017)
	Visit to the storage space to verify Completion Report	EMSA to inspect the storage.	Within 14 days of Completion Report submission
	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 first contract	Stand-by Phase of Specific Contract 1 starts	Stand-by until end of the first 21 month period	October 2017

Event		Comment	Indicative date
	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 Contract ends		June 2019
	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 different equipment systems, fully containerised in 10” and/or 20” ISO containers. It is envisaged that the initial EAS arrangement will include the following equipment sets:

- **Four sets of Fire Booms:** each set is stored inside one 20ft container, weighting approx. 5 tonnes;
- **One set of Current Buster 6:** stored inside one 20ft container, weighting approx. 9 tonnes. Ancillary equipment (e.g. umbilical transfer system, BoomVane) is stored in two separate 10ft containers, each weighting approx. 4 tonnes;
- **One set of Speed Sweep:** stored inside one 20ft container, weighting approx. 9 tonnes;
- **One set of Ro-Skim:** stored inside two separate 20ft containers (weighting approx. 11 and 7 tonnes);
- **Three sets of Trawl Nets:** each set is stored inside one 20ft container, weighting approx. 7.5 tonnes.

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, such as portable dispersant spraying systems 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://www.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 initial arrangement of services will be contracted through the Specific Contract No. 1.

Tenderers shall take these initial service arrangement requirements and the associated costs into account when presenting their financial offer for the **Price for the initial EAS arrangement (Service Availability Fee (P1))** (please refer point 10.2 below for further details).

#### 2.6.1.1. Initial storage space

The minimum storage space required is 600 m<sup>2</sup> of which at least 400 m<sup>2</sup> must be of indoor space for the storage of the sensitive equipment sets (either containerised or non-containerised). The minimum storage space must be at one single location.

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

The initial storage space offered of minimum 600m<sup>2</sup> must be owned, rented or in any other way under the control of the Tenderer for the duration of the Framework Contract. The Tenderer must, as part of the bid, 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 at the latest by 1 June 2017.

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.

##### a) Indoor storage space

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.

Storage space having a safe load limit of the floor allowing storage of double-stacked 20ft containers is **preferred**. As evidence of the storage space safe load, tenderers must include in their bid 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.

##### b) Outdoor storage space

The EMSA dedicated outdoor storage space must be:

- Fenced and secured (24/7 security service);
- With adequate lighting;
- With flat hard ground allowing storage and movement of heavy cargo and trucks (see equipment profile in point 2.5).

#### 2.6.1.2. Technical support personnel

For the performance of the EAS the Contractor should 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, providing assistance to the Requesting Party during the equipment handover under an IRC-E or within the framework of an exercise.

At least two technicians shall be available to provide the above services. Bearing in mind that these minimum two technical support personnel will have to perform the required tasks and to deliver services within an international working environment, they shall have at least a B2 level self-assessment<sup>1</sup> in English (spoken and written). 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). 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 this Contract.

For the purpose of the equipment handover under an IRC-E or within the framework of an exercise, the technical support personnel will be remunerated directly by the Requesting Party (under IRC-E) or by EMSA (exercise) 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 undertake 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.

A respective certificate for each team member needs to be presented to EMSA as part of the Completion Report proving that all team members have successfully passed the course. Each time new team members join the service, they must also be trained according to these specifications. For such team members the training should be performed within the first two weeks of their assignment if they were not trained previously. Moreover, the contractor will have to organise a refresher course for all team members every two year period of the contract.

##### b) Training by equipment manufacturer supported by EMSA

Additionally, 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. Should actual equipment deployment in water takes place, then the training will be considered as an Equipment Condition Test.

#### 2.6.1.4. Maintenance

The Contractor will ensure the equipment maintenance in accordance with the relevant manufacturers' specifications and requirements of the Equipment Maintenance Guidelines (attached as Appendix 3 to these

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<sup>1</sup> 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).

Specifications). Following delivery of the equipment and relevant documentation, the Contractor will develop a specific oil pollution response equipment Maintenance Plan.

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 quarter for the check and maintenance of the EAS equipment. All costs related to the maintenance (tools and material (fluids, lubricants, fuel, spare parts etc.)) shall be borne by the Contractor.

#### 2.6.1.5. Mobilisation Service

The following requirements regarding mobilisation service apply to the equipment and technical support personnel.

The requirements for the Mobilisation service are described in points a) to c) below. 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 the Enclosure T.1 – Tender 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 from the moment an IRC-E is signed by the Requesting Party:

- 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) ready for departure.

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

The company awarded the Framework Contract will be responsible for arrangement of the appropriate means of transportation (either subcontracted (e.g. through pre-established dedicated broker) or through a company part of the consortium).

The company awarded the Framework Contract will be responsible, apart from providing the transport of the equipment, to obtain in due time all the relevant clearances and permits.

As part of the Completion Report, the contractor will have to submit a final Mobilisation Plan.

#### 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 equipment condition tests (deployment of equipment) in order to check periodically its functionality and ensure operational readiness. Within the framework of the equipment condition tests it is also included 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.

An equipment condition test 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 tests per year (12 months) to be included as part of the initial service arrangement will not exceed six. However, additional equipment condition tests may be requested by EMSA, as part of the additional services (please see under "Additional equipment condition test(s)", point 2.6.2.4 below).

For the purpose of performing any equipment condition test, the Contractor will be responsible for providing all relevant logistical arrangements (e.g. transport from the warehouse to the testing area, equipment deployment, manoeuvring of equipment in water) and the necessary personnel for safe deployment. All associated costs will be borne by the Contractor and covered by the service availability fee for the initial services.

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.

During the course of the contract implementation, suitable testing facilities ashore for equipment deployment may also be acceptable when duly justified and subject to acceptance by EMSA. For ensuring a better understanding of the proposed testing program, the tender must include a detailed description for deployment on water of two equipment configurations as a minimum, as follows:

- Combined recovery system ( e.g. Current Buster, Speed Sweep as indicated above under point 2.5);
- Offshore skimmer set.

The proposed testing program shall include information on testing of functionality and performance of all the elements and components of the equipment sets in normal operational conditions.

The equipment condition tests shall be performed in accordance with the information provided in the document 'Guidelines for equipment condition tests and exercises' (Appendix 2 to these Tender Specifications).

In addition, note that for the equipment sets indicated in point 2.5, the manufacturers recommend that the deployment is performed by three or four persons. Accordingly, bids offering four persons for equipment deployment are **preferred**.

#### 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 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. 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 and handling. EMSA shall be indicated as additional assured;
- Workers Compensation/Employers Liability insurance for the technical support personnel.

For initial services, when establishing their financial offer (P1), tenderers should consider for insurance purposes that the value of the equipment to be insured should be up to a maximum of 3,000,000 EUR.

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 or transported to the place of handover, 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 is passed to the Requesting Party. Note that during actual oil recovery operations, the Requesting Party will be responsible to ensure that the relevant insurance cover against risks of loss or damages 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 perform all administrative and operational activities needed for the management of the project such as establishment of procedures, administration of invoices and payments, establishment of logistics and transportation arrangements, 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 can 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 or dispersant 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  $P_2$  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

On request, the Contractor shall be able to provide additional storage space. The additional requested space will depend on the additional equipment/dispersant 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 (if possible not further than 30 km) from the initial storage area to limit the costs linked to visits, equipment transportation and management.

#### a) Additional storage space for equipment

Tenderers should have the capacity to offer, upon EMSA request, an additional outdoor storage capacity of up to 600 m<sup>2</sup> for storage of additional OSR equipment. This additional storage space for equipment must comply with the requirements set for the “initial outdoor storage space” set under point 2.6.1.1 (b) above.

#### b) Storage of dispersant

Tenderers should have the capacity to offer, upon EMSA request, an additional indoor storage capacity of minimum 200 m<sup>2</sup> for storage of dispersant. The additional storage capacity offered should meet the recommendations set in Appendix 4 to these Specifications (“Procedures for EMSA’s dispersants Quality assurance of dispersants”).

The dispersant will be stored within an indoor storage area in Intermediate Bulk Containers (IBCs) of 1m<sup>3</sup> capacity each (weighting approximately one tonne).

Following delivery of the dispersant and relevant documentation, the Contractor shall perform a quality control of the dispersant as described in the “Procedures for EMSA’s dispersants Quality assurance of dispersants” and report to EMSA.

Recommendations from the manufacturers of the dispersant with regard to the storage are as follows:

- Well ventilated closed space with no direct sunlight exposure;
- Flat levelled surface;
- Secure premises with restricted access;
- Internal ambient temperature between -5°C and +50°C;
- Proper access ways and easy access to each IBC.

In addition, the facility needs to have in place fire-detection systems, fixed fire-fighting systems and water supply for fire-fighting. Access to fire fighting vehicles and personnel should be unrestricted.

The contractor will carry out the procedures for dispersant quality control as described in the “Procedures for EMSA’s dispersants Quality assurance of dispersants” attached as Appendix 4 to these Specifications.

In case storage of dispersant has been requested by EMSA under additional services, the same requirements shall be applicable to the mobilisation of dispersant.

#### 2.6.2.2 Additional insurance cover

The Contractor should arrange additional insurance cover for the additional equipment or dispersant as per requirements under 2.6.1.10 above. With regard dispersant, specific insurance requirements are as follows:

Full risk insurance for the dispersant to cover any damage to or caused by the dispersant, loss, theft or liability during storage, loading and unloading, transportation and handling. EMSA shall be included as additional assured under the insurance policy with respect to the dispersant. For insurance purpose, the value should be EUR 2,730/m<sup>3</sup> of dispersant.

#### 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 and/or to carry out the procedures for dispersant quality control as described in the “Procedures for EMSA’s dispersants Quality assurance of dispersants” attached as Appendix 4 to these Specifications.

#### 2.6.2.4 Additional Equipment condition test(s)

The Contractor should conduct additional equipment condition tests as described under 2.6.1.6.

Regarding additional equipment condition tests, 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 prices included by the tenderer in the price bid template under P2.

### 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 – minimum requirements

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 bid includes a financial offer (P1) for the initial services above this maximum budget ceiling of EUR 1.2 million, this may be rejected at the evaluation stage.**

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 bid, the tenderer should 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

If the tenderer/candidate intends to either subcontract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the tenderer/candidate.

The tenderer/candidate 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/candidate relies on the capacities of subcontractors to fulfil selection criteria<sup>2</sup>. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer/candidate and its subcontractors as a whole fulfil the criteria.

## 8. Joint Offer

Groupings, irrespective of their legal form, may submit joint applications and tenders. Candidates/tenderers may, after forming a grouping, submit a joint application/tender 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 the application/tender.

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

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

## 9. Requirements as to the tender

- The tender, including prices, should 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. The working language of the Agency, as in the maritime industry, is English. Consequently, it would be highly appreciated if documents are submitted in English. Bids should in any case include a copy in English of the documents/information requested under points 12 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.

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

- Note that documents sent during the Application Phase do not need to be re-submitted, although this fact should be indicated where appropriate.

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 this Invitation to Tender is provided.
- Tenderers should note that all the Selection and Exclusion criteria identified in the Application Phase remain applicable.
- Tenderers who would like to notify changes in the bank account references notified during the Application Phase) are requested to complete and enclose in their bid the new Financial Identification Form. The Financial Identification Form is available through the EMSA website (select “Working with us” -> “Procurement” -> “Calls for Tender” -> “Financial Form”). Please note that only one Financial Identification Form should be submitted even if the Tenderer is a consortium.
- The tenderer/candidate must comply with the minimum requirements provided for in these tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.<sup>3</sup>

## 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” to the Invitation to Tender. All price elements should be filled in. Failure to complete a price element may lead to the rejection of the offer.
- 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 bid. 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 bid 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, which will be taken into account during the evaluation of the bids, to include all the costs relating to the initial services as per point 2.6.1 above.

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<sup>3</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

The 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.

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 price per additional square meter of storage for dispersants (Pstodisp);
- maximum price of additional annual premium for insurance of pollution response equipment (Pinsuranteequip%);
- maximum price of additional annual premium for insurance of dispersants (Pinsurancedisp%);
- maximum price of additional person day for maintenance (Ppdm);
- maximum price of one additional equipment condition test(s) for two main categories of equipment:
  - 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;
  - Offshore skimmer (Ptestskimmer).

### 10.4 Reference Prices for costs linked to 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 equipment 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 bid:

- The cost of the equipment 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). Travel costs and daily allowance will be reimbursed as per Annex V to Framework Service Contract.
- Price of stand-by of the transport mean (Pst).

## 11. Grounds for exclusion - exclusion criteria

During the Application Phase, pre-selected candidates were allowed to submit a Declaration of Honour as a proof of fulfilment of the exclusion criteria set in point 9.2 of the Application Specifications. However, for this second phase-Tender Phase, to evidence that they are not in one of the exclusion grounds, tenderers are requested to submit the relevant documents listed below (unless previously submitted in which case these circumstances should be mentioned in the Bid Template):

For exclusion situations described in (a), (c), (d) or (f) of point 9.2 of the Application Specifications, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that the tenderer is not in any of these situations.

For the exclusion situation described in (a) or (b) of point 9.2 of the Application Specifications, 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.

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 tenderer shall indicate in its tender the reference of the relevant project(s) during which the documentary evidence has previously been submitted and shall declare on its honour that no changes have occurred in its situation.

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 the contracting authority.

Please note that **upon request** and within the time limit set by EMSA, the tenderer shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the above listed evidence concerning the natural or legal person(s) which assume unlimited liability for the debt of the tenderer.

## 12. 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 quality criteria and their associated weightings:

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

### 12.1 Quality Award Criteria (60%)

Criterion	Quality Award Criteria (60%)	Weight (%)
<b>Q 1 Storage</b>	<b>Quality of the arrangement for storage, maintenance and equipment condition tests</b> , based on the information in the bid 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 %

<b>Q 2 Mobilisation</b>	<b>Completeness and Quality of the Mobilisation Plan</b> , based on the information in the bid 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 %
<b>Q 3 Service Team</b>	<b>Quality of the team assigned to the service as per requirements in the tender specifications</b> based on the proposed team organisation, the description of the responsibilities of each member within the team and the profiles of staff members (in this respect the tenderers shall fill-in the staff list in the bid template).	20 %

## 12.2 Price Award Criteria (40%)

The price award criteria has three main elements:

<b>Price Award Criteria (40%) as per price bid template in Appendix to the Bid Template</b>	<b>Weight (%)</b>
Score for P1: total cost of the initial EAS arrangement (4 years)	20%
Score for P2: total estimated average cost of potential additional services	5%
Score for P3: total estimated average cost of exercises and mobilisations	15%

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.

## 12.3 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 bids that have reached a minimum of 60 % for each quality criterion and a minimum of 60 % for the overall score 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

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

## 13. 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.

## 14. 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.

## 15. 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.