

Tender Specifications

Attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/7/2023 for Oil spill thickness and volume estimation using satellite images from the Sentinel-2 constellation

1. Introduction

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

- Supports European Union (EU) Member States activities in the field of monitoring marine oil spills. Specifically, European Directive 2005/35/EC 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";
- Supports Member States by providing, upon request and without prejudice to national and Union law, relevant Earth Observation (EO) information to the competent national authorities and Union bodies within their mandate, in order to facilitate measures against threats of piracy and of intentional unlawful acts, as provided or in applicable Union law or under internationally agreed legal instruments in the area of maritime transport, subject to applicable data protection rules;
- Provides assistance in case of pollution caused by ships, as well as marine pollution caused by oil and gas installations affecting third countries sharing a regional sea section basin with the EU;
- With the adoption of the European Border and Coastguard Package by the European Parliament and the Council in September 2016, the mandates of the European Border and Coast Guard Agency (Frontex), the European Fisheries Control Agency (EFCA) and of EMSA have been amended and aligned, in order to enhance the effectiveness and efficiency of the support provided by the three Agencies to the Member States' national authorities carrying out coast guard functions.

EO contributes to maritime surveillance to help managing the actions and events that can have an impact on maritime safety and security, including for marine pollution, accident and disaster response, search and rescue, as well as maritime border monitoring and fisheries control. Currently, EO services are provided by EMSA to several user communities with different specifications. Among the user communities, EMSA supports the following services:

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

- CleanSeaNet (CSN) is a European satellite-based oil spill and vessel detection service, supporting Coastal States in the following activities: identifying and tracing oil pollution on the sea surface, contributing to the identification of polluters. The service, which is integrated into National and regional pollution response chains, aims to strengthen operational responses to accidental and deliberate discharges from ships, and assist participating States to locate and identify polluters in areas under their jurisdiction. Each Coastal State has access to the CSN service through a dedicated user interface, which enables them to view ordered images. CSN also supports European Neighbourhood policy projects, with the aim to raise the safety, security, and protection of marine environment standards in the Mediterranean Sea (SAFEMED), Black and Caspian Sea (BCSEA).
- Support to Maritime Emergencies provides EO services in the scope of the Agency's Contingency Plan (CP). The CP applies to maritime events entailing immediate risk to health, life, property, or environment, including emergency response to oil spill accidents and assistance to search and rescue operations involving potential loss of human life at sea or risk to safety of navigation.
- The Copernicus Maritime Surveillance (CMS) service provides satellite images and value-added products to support monitoring of human activity at sea for a wide range of functions, including amongst others: maritime safety, fisheries control, maritime security, customs, law enforcement, marine environment pollution monitoring, and support to international organisations. The CMS service can be accessed by EU and European Free Trade Association (EFTA) national administrations with responsibilities at sea, as well as relevant EU bodies and institutions.
- Frontex Integrated Maritime Services: Within the framework of the EMSA/Frontex Service Level Agreement (SLA), EMSA provides EO services, information products and tools tailored to Frontex needs for supporting border control activities.

Throughout this document and related appendixes, the term “tenderer” refers to the organisation submitting a tender in response to this invitation to tender. The term “Contractor” refers to the successful tenderer, following the signature of the Framework Service Contract, when describing the services to be performed and the requirements during the execution of the contract. The terms “Bid” or “Tender” will be considered equivalent. Also, the terms “contracting authority” and “The Agency” refers to EMSA, the one responsible for the Framework Service Contract resulting from this Call for tenders.

EMSA is applying the environmental management systems ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve its environmental performance. EMSA complies with all applicable legal requirements relating to the environment and endeavours to ensure that suppliers comply with its environmental policy² within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing bids.

2. Objective, scope, and description of the contract

The objective of this call for tenders is to procure EO services for Oil spill thickness and volume estimation using satellite images from the Sentinel-2 constellation (OSV services). These services are intended to support the response capabilities of the EMSA user community in the case of larger spills.

² Which can be found at <http://emsa.europa.eu/about/environmental.html>

The contracted services shall aim to guarantee the provision by EMSA of OSV Services for all worldwide sea areas covered by Sentinel-2 mission, fulfilling the technical requirements as described in these tender specifications and respective appendixes.

The Contractor is requested to provide a service chain, or elements of the service chain, for Oil spill thickness and volume estimation using satellite images from the Sentinel-2 constellation that encompasses:

- Delivery of a Report
- Delivery of data used to produce the report:
 - Sentinel-2 data
 - Oil Spill thickness layer
 - Other ancillary data used in the production of the report (e.g., bathymetry layers, coastlines, etc.)
- Service Request: Service desk to manage EMSA's requests for feasibilities (7 days Monday to Sunday 08:00-17:00 Lisbon time)
- Service Delivery: 24/7, 365 days per year
- Service Management: Project and operations management including incident management and provision of supporting documentation (e.g., operational procedures; project management plan; reports).

2.1 Modules

The FWC will include the two following modules of service:

Module	Title	Description
Module 1	Provision of Oil spill thickness and volume estimation Services	<ul style="list-style-type: none"> ■ SC(s) for services: Request Forms (request for services) will be issued for the purchase of the services. The Request Forms will cover the costs of the service, all products, and transmission costs to EMSA.
Module 2	Further developments to the Module 1 services	<ul style="list-style-type: none"> ■ SC(s) for further developments of the service will be issued upon request for services from the Contracting Authority. ■ The Contractor shall send a quotation in accordance with the profiles prices as specified in Appendix III Financial Offer. ■ Module 2 scope is specified under section 6.2 of

Module	Title	Description
		Appendix II Selection Criteria, Quality Criteria and Technical requirements”.

2.2 Global Coverage

EMSA may order OSV services from any maritime area worldwide covered by Sentinel-2 with focus over the following areas/regions:

- EU Member States Exclusive Economic Zone (EEZ), territorial waters and surrounding sea areas.
- Black and Caspian Sea EEZ and territorial waters.
- Mediterranean Sea EEZ and territorial waters.
- Overseas countries and territories.

2.3 Content of the tender

The tenderer shall provide a detailed technical and financial description of the proposed services. The technical specifications for the services are described in detail in Appendix II “Selection Criteria, Quality Criteria and Technical requirements”. Appendix II shall:

- be taken as reference to draft the content of the tender.
- be used by the Agency for tender evaluation purposes, particularly considering minimum requirements, selection criteria and award criteria.

2.4 Type of Contract

Framework service contract.

3. Contract management responsible body

EMSA – Unit 2.2 Surveillance will be responsible for managing the contract.

4. Project Planning

The estimated date for signature of the Framework Service Contract is December 2023.

The Framework Service Contract has a duration of 24 months, with a renewal clause for two additional periods of 12 months each, for an overall maximum duration of 48 months.

All Services will be procured through the signature of Specific Contracts (SCs).

5. Timetable

Table 1 presents the high-level timetable for the activities under the present Framework Service Contract.

Table 1 – Overview timetable

	Milestone ³	Date	Comment	Event	Delivery
T0	Signature of the Framework Service Contract	T0 Year N = 2023	December 2023		X
T1	Kick-off meeting	T0+10 working days	EMSA's premises (TBC)	X	
T2	Start of Service	T0 + 3 months	Start of the Service		x
T2	Annual Report 1	Q1 of year N+2	Annual Report to be approved by EMSA		X
T3	Annual Review Meeting 1	Q1 of year N+2	Preferably at EMSA's premises	X	
T4	Annual Report 2	Q1 of year N+3	Annual Report to be approved by EMSA		X
T5	Annual Review Meeting 2	Q4 of year N+3	Preferably at EMSA's premises	X	
T6	Annual Report 3	Q1 of year N+4	Annual Report to be approved by EMSA		X
T7	Annual Review Meeting 3	Q1 of year N+4	Preferably at EMSA's premises	X	
T8	Final Report	Q1 of year N+5	Final Report to be approved by EMSA		X
T9	Final Meeting	Q1 of year N+5	End of service provision EMSA's premises	X	

Table 1 presents the time plan for the implementation of the Framework Service Contract. If the Contractor has to deviate from the given timeframe, a justification for the deviation(s) must be provided, which may entail an amendment to the Framework Service Contract or SC. The Contracting Authority reserves the right to disagree with any deviations to the agreed time plan.

³ Assuming two annual contract renewals

Meetings shall be preferably held at EMSA's premises. The purpose of these meetings is to enable the contracting parties to discuss the project implementation, report on issues and performance, and define the details of the work to be undertaken. The Contractor's project manager, responsible for the work to be undertaken, and the Contractor's key technical staff shall be present at the meetings presented in Table 1.

During the implementation of the Contract, EMSA reserves the right to switch to online meetings or to meetings held in the Contractor's premises. Travel costs for participation of the Contractor's staff in meetings shall be covered by the Contractor.

6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 120,000.00 excluding VAT.

This value does not indicate that this amount will be spent by the Contracting Authority under the Framework Service Contract. Actual commitment from EMSA for purchasing of services is performed through the signature of Specific Contracts.

7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Framework Service Contract** attached the Invitation to tender **EMSA/NEG/7/2023**. The successful tenderer(s) shall take the appropriate measures to be compliant with the e-invoicing conditions as set out in the draft contract.

8. Terms of contract

When drawing up a tender, the tenderer shall bear in mind the terms of the draft Framework Service Contract.

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

In line with Article I.10.1 of the Framework Service Contract, the ownership of the products shall be fully and irrevocably transferred by the contractor to EMSA, and the products may be distributed to EMSA's stakeholders and contractors:

- Upon receiving the products, the Contracting Authority acquires the ownership of all data delivered under this Framework Service Contract, which enables its distribution to all its stakeholders and contractors, and to the general public, as defined in section 3 of the Appendix II "Selection Criteria, Quality Criteria and Technical requirements".

By submitting a tender, the tenderer accepts, in particular, this data usage by EMSA, EMSA's stakeholders and contractors.

In addition, and in line with Article I.15 of the Framework Service Contract, if a problem, as defined below, is detected during the Framework Service Contract implementation, EMSA reserves the right to suspend the SC(s). A problem is a cause, or potential cause, of one or more incidents including:

- Contractor failure to respond to EMSA request within the defined timelines.
- Incident during product delivery.
- Failure to meet the key performance indicators defined in section 6.1.8 of the Appendix II “Selection Criteria, Quality Criteria and Technical requirements”.

Only after EMSA accepts that the problem is solved, or if EMSA considers that the mitigation measures put in place are acceptable and reduce the impact to the service delivery, may the suspension be lifted.

9. Financial guarantees

Not applicable.

10. Subcontracting

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 or partner. It should be noted that the overall responsibility for the work remains with the tenderer.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria⁴. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

11. Requirements as to the tender

Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should preferably be submitted in English and shall in particular include an English version of the documents requested under points 14.5 and 16 of the present Tender Specifications. The tenderer must comply with the minimum requirements provided for in these Tender Specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.⁵

The tenderer shall complete the Tenderer's checklist.

⁴ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

⁵ 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).

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Join Offers) it shall indicate it in its offer by completing the form "Statement of Subcontracting / Joint Offer". This document is available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the [contract/purchase order], including up-to-date proof of that authorisation, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure. The cover letter shall be accompanied by the Appendix I - **Authorised Signatory Form** duly completed and signed. This document is available on the Procurement Section of EMSA's website (www.emsa.europa.eu)
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section of EMSA's website (www.emsa.europa.eu).
- c) **The Legal Entity Form** completed, signed by the person authorised to sign the contract and stamped along with the requested accompanying documentation, including up to date proof of that authorisation. This document is available on the Procurement Section of EMSA's website (www.emsa.europa.eu)

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

Part A: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the points 10, 13 13and 14.2 of these specifications (exclusion criteria).

Part B: All the information and documents required by EMSA for the appraisal of tenderers on the basis of the Legal and Regulatory capacity (part of the selection criteria) set out under point 14.3 of these Tender Specifications.

Part C: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the Economic and Financial Capacity (part of the selection criteria) set out under point 14.4 of these specifications.

Part D: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the Technical and Professional capacity (part of the selection Criteria) set out under point 14.5 of these specifications.

Part E: All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under point 1616 of these specifications;

Part F: Setting out prices in accordance with point 12 of these specifications.

12. Price

- a) Price must be quoted by filling in Appendix III “Financial Offer” for Oil spill thickness and volume estimation using satellite images from the Sentinel-2 constellation and shall include all costs (for example, travel costs for participation of the Contractor’s staff in meetings).
- b) OSV prices are subject to a price reduction according to the quality and delay coefficient (as defined in section 6.1.3 of Appendix II “Selection Criteria, Quality Criteria and Technical requirements”), in order to determine the OSV Final prices.
- c) Prices must be quoted in Euro, with a maximum of two decimal places.
- a) Prices must be fixed amounts and non-revisable and remain valid for the duration of the contract.
- b) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, the latter is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. Therefore, price and the amount of VAT must be shown separately.

13. Joint Offer

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

Each member of the group must provide the required evidence for the exclusion criteria. The exclusion criteria will be assessed in relation to each economic operator individually.

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

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

14.1 Legal position – means of proof required

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

14.2 Grounds for exclusion – Exclusion criteria

To be eligible to participate in this contract award procedure, a tenderer must not be in any of the exclusion situations listed in the Declaration of Honour.

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

14.3 Legal and regulatory capacity – Selection criteria

14.3.1 Standards / Prerequisites

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

14.3.2 Evidence

14.4 Signed Declaration on Honour. Economic and financial capacity – Selection criteria

14.4.1 Standards / Prerequisites

- a) The tenderer must be in stable financial position and must have the economic and financial capacity to perform the contract.
- b) The tenderer must not be subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) substantially affecting the performance of the contract (e.g., asset freezes and/or a prohibition on making funds or economic resources available). The prohibition applies throughout the whole performance of the contract.

14.4.2 Evidence

- a) Financial statements or their extracts for the last three years for which accounts have been closed.

Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years.

- b) Self-declaration that the tenderer is not subject to restrictive measures (e.g., asset freezes and/or a prohibition on making funds or economic resources available) substantially affecting the performance of the contract. Please note that, for this purpose, point B.I.7.b) of the Declaration of Honour is also deemed as sufficient evidence.

Tenderers are exempt from submitting the documentary evidence if such evidence has already been completed and sent to EMSA for the purpose of another procurement procedure and the provided

documents are up to date. In this case the tenderer shall simply indicate on the cover letter the procurement procedure where the evidence has been provided.

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

14.5 Technical and professional capacity – Selection criteria

14.5.1 Standards / Prerequisites

a) Team members

The suitability of the tenderer's key technical and management persons, who will be delivering the services under the contract, shall be assessed according to the requirements defined in Table 2.

Table 2- Requested Education and Professional experience for each defined Profile

Profile	Education	Professional experience
Project Manager (PM) (1 person)	<ul style="list-style-type: none"> University degree C1 English verbal and writing skills 	At least 2 years of experience as project manager in areas related with EO
Senior EO Specialist (1 person)	<ul style="list-style-type: none"> University degree B2 English verbal and writing skills 	At least 2 years of experience in technical projects related with the provision of EO Optical Services

c) The Tenderer shall have experience in the field of Oil spill detection and analyses using optical that fulfils the criteria described in the Table 3.

Table 3 – Technical and professional capacity by Tenderer

Description
The tenderer shall have relevant experience in at least one project in the past 5 years with a minimum duration of six months, related with oil spill detection and analyses using optical based satellite images.

14.5.2 Evidence

a) Team members

The tenderer shall complete the summary Table 1 in section 2 of Appendix II “Selection Criteria, Quality Criteria and Technical requirements”. EMSA reserves the right to request detailed curriculum vitae in the European format (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/>) or equivalent for the team members offered by the Tenderer/Contractor both during evaluation and during contract implementation.

b) Tenderer

The tenderer shall complete the summary Table 2 in section 2 of Appendix II “Selection Criteria, Quality Criteria and Technical requirements”.

15. Declaration of Honour (DoH)

Please note that the tenderer shall provide information with regards its situation and on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control and beneficial owners.

Upon request and within the time limit set by EMSA, the tenderer shall provide the following evidence concerning itself, the natural or legal persons as listed under the first paragraph, and concerning the natural or legal persons which assume unlimited liability for the debt of the tenderer:

For the exclusion situations described in points (a), (c), (d), (f), (g) and (h) of the Declaration of Honour, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

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

The successful tenderer must provide the documents mentioned as supporting evidence before signature of the contract and within the deadline given by EMSA. This requirement applies to each member of the group in case of joint tender.

If the tenderer already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

16. Award criteria

Only by meeting selection criteria, by not being in an exclusion situation, as well as by complying with minimum requirements included in Appendix II “Selection Criteria, Quality Criteria and Technical requirements” will the tenderer be evaluated in terms of quality and price and considered for Award.

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

Table 4:

Table 4- Award Criteria weights, prices, and minimum score.

Criterion	Title	Weighting	Minimum score	Section of the document
Q₁	Fulfilment of Quality Requirements and Quality of Technical Proposal	$W_{Q1} = 50\%$	50%	16.1
Q₂	Project Management, Risk Management, and quality assurance	$W_{Q2} = 10\%$	50%	16.2
P	Price Award Criteria	$W_P = 40\%$	Not applicable	16.3

Each quality and price criterion will be weighted, to contribute to the overall score S . Only a bid that has reached the above listed minimum value for each criterion will be considered for award.

The quality award criteria which will be used to evaluate the technical aspects of the products and services proposed by the tenderer are detailed in the following sub-sections.

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

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 price for each EMSA product class i is:

$$SP_i = P_i * 10 * W_i$$

Where P_i is

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

tenders that have reached a minimum of 50 % for Q_1 , a minimum of 50 % for Q_2 . will be taken into consideration when calculating the score for quality SQ, score for price SP and score S..

For score for quality SQ , score for price SP and score S .

Only tenders that have reached a minimum of 60 % for the score S will be taken into consideration for awarding the contract.

16.1 Quality criterion 1: Fulfilment of Quality Requirements and quality of the Technical Proposal (40%)

The Tenderer is requested to complete Appendix II “Selection Criteria, Quality Criteria and Technical requirements”, in particular section 4 thereof. The information provided by the tenderer will be used by the Contracting Authority to evaluate the bid for its level of quality to provide the service described in this document. A deviation or modification of the Requirement tables is not allowed.

The criterion will be assessed considering the information provided in the compliance fields. Please note that the tenderer shall not only indicate compliance for each quality requirement but provide clear information on the fulfilment of the requirement, justification of any decision or assumption and explanation on the approach.

16.2 Quality criterion 2: Project management, Risk Management, and Quality assurance (10%)

Tenderer is requested to complete Appendix II “Selection Criteria, Quality Criteria and Technical requirements”, in particular section 5 thereof. The information provided by the tenderer will be used by the Contracting Authority to evaluate the tender for its level of quality to provide the service. A deviation or modification of the Requirement tables is not allowed.

16.3 Price Award Criteria (50%)

The tenderer is requested to fill in the prices offered as listed in the Appendix III “Financial Offer”.

The price evaluation will be done based on the requested scenarios as per Table 5- Defined Scenario for Price award. hereunder. Note that these scenarios do not represent a promise of service requests during the implementation of the Framework Service Contract but are set up only for the purpose of evaluation of the tender.

For evaluation purposes, the price of the bid shall include the price elements per Module as quoted in Appendix III Financial Offer and it is calculated based on the defined scenario for price award (table 5):

Where Module 1, shall be calculated by multiplying the price per OSV service, by a “coefficient” reflecting the relative use of each profile for the tasks foreseen in the FWC, and Module 2, shall be calculated by multiplying the price per person day, for each profile, by a “coefficient” reflecting the relative use of each profile for the tasks foreseen in the FWC.

The scenario for price award shall not exceed EUR 120,000.00.

Table 5- Defined Scenario for Price award.

Scenario for Price award			
Module	Description	Scenario	Price (EUR) x Scenario
Module 1	Oil spill thickness and volume estimation using satellite images from the Sentinel-2 constellation Service provision.	50	
Module 2	Project Manager	1	
	Senior EO Specialist	3	
Price Scenario			Σ Price (EUR) x Scenario

Example of Total Price Scenario Calculation:

Table 6- Example of Total Price Scenario Calculation

Scenario for Price award				
Module	Description	Scenario	Price (EUR)	Price (EUR) x Scenario
Module 1	Oil spill thickness and volume estimation using satellite images from the Sentinel-2 constellation service provision	50	600.00	30,000.00
Module 2	Project Manager	1	700.00	700.00
	Senior EO Specialist	3	800.00	2,400.00
Total Price Scenario				33,100.00

17. Evaluation and award

The evaluation of the tenders that comply with the conditions as per Invitation to tender will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement;
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;

- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.
- EMSA will evaluate the above-mentioned elements in the order that it considers to be the most appropriate. The successful tenderer(s) must pass all the above-listed elements to be awarded the contract.

18. Rejection from the procedure

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

- A. are in an exclusion situation;
- B. have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- C. were previously involved in the preparation of procurement documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

19. 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 shall be clearly pointed out by the tenderer in the tender. Information shall 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.