

**Tender specifications**  
**Attached to the Invitation to tender**

**Invitation to tender N° EMSA/OP/09/2016 for the Procurement of**  
**SAT-AIS data services**

**April 2016**

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## **1 Introduction and background**

- 1.0.0.1. The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform and effective level of maritime safety.
- 1.0.0.2. The Agency's main objective is to provide technical and scientific assistance to the European Commission and Member States in the proper development and implementation of EU legislation on maritime safety, pollution by ships and security on board ships. To accomplish this, one of EMSA's most important supporting tasks is to improve cooperation with, and between, Member States in all key areas.
- 1.0.0.3. The Agency operates several maritime information capabilities at EU Level, including the SafeSeaNet (SSN) vessel tracking system and the EU LRIT Data Centre. SSN enables the EU-wide tracking of vessels and their cargoes and the EU LRIT Data Centre provides the identification and tracking of EU flagged ships world-wide.
- 1.0.0.4. EMSA's 5-year strategy for 2014-2019 outlined the importance of AIS data detected by satellites (SAT-AIS) as an emerging technology that is widely seen as a way of bridging the gaps in current maritime information provision, both by extending the reach of AIS, and by optimising other maritime information sources, for example by correlating and/or fusing SAT-AIS data with terrestrial AIS and LRIT data. The strategy further states that EMSA shall aim to become a major provider of reliable and efficient information services for the benefit of the EU maritime cluster and, where appropriate, for the use of other communities.
- 1.0.0.5. EMSA witnessed an exponential demand for SAT-AIS data services. The benefits of SAT-AIS data are increasingly becoming more apparent not only because it is a source of maritime information but also because it is assisting a wide range of institutional users involved in the maritime domain more broadly by way of helping them to optimize their maritime information systems. Entities that have requested SAT-AIS data services to strengthen their operation capabilities include those involved in: maritime safety, security and pollution response, border and fisheries control, customs, search and rescue, coast guards, and port authorities.
- 1.0.0.6. EMSA provides Member States, EU bodies and third countries in the framework of EU regional programmes with a wide array of Integrated Maritime Services (IMS). These services, aimed at enhancing the maritime domain awareness through the provision of an integrated maritime picture, are offered through the EMSA's IMS, a technical platform providing, inter-alia, integration and fusion capabilities. As part of the IMS services, users have also access to a global feed of SAT-AIS data currently being provided by the Norwegian Coastal Administration and by a SAT-

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<sup>1</sup> 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.).

AIS service provider through the ESA-EMSA SAT-AIS initiative. Access to SAT-AIS data is provided from the EMSA SAT-AIS data processing centre through both a Graphical User Interface as well as through “System-to-System” interfaces (S2S).

- 1.0.0.7. The European Commission has adopted an important set of measures, known as the EU Border Package, to establish a new European Border and Coast Guard Agency to improve a shared management of the external borders. Within this set of measures, there is an Article on coast guard cooperation, which includes closer cooperation between EMSA, Frontex, and EFCA to support national coast guard functions. EMSA, Frontex, and EFCA are using SAT-AIS data services and EMSA will be providing to EFCA and Frontex SAT-AIS data services in support of the coastguard cooperation established by the three Agencies.
- 1.0.0.8. Through procurement of a global feed of real time SAT-AIS data, EMSA plans to continue providing SAT-AIS data service to its users and to Frontex and EFCA and their users.

## 1.1 Acronyms and abbreviations

AIS	Automatic Identification System
AOI	Area of Interest
CSN	CleanSeaNet
EMSA	European Maritime Safety Agency
ESA	European Space Agency
EU	European Union
IEC	International Electrotechnical Commission
IMS	Integrated Maritime Services
FP	Final Presentation
FR	Final Review
KO	Kick-Off meeting
LRIT	Long-range Identification and Tracking of ships
MSS	Maritime Support Services
SAT	Service Acceptance Test
SAT-AIS	AIS data detected by Satellites
SSN	SafeSeaNet
SSN-SI	SafeSeaNet Streaming Interface
S2S	System-to-System interface

## 1.2 Definitions of terms

For the scope of this tender, the following definitions apply:

- a. **Time Update Interval:** Time interval between two consecutive messages, transmitted from the same vessel, delivered by the contractor to the EMSA's SSN streaming interface.
- b. **Timeliness:** Time interval (delay) between detection of the AIS message by one of the satellites of the space segment and the availability of the AIS data retrieved from the message at the EMSA SSN streaming interface on ground.
- c. **Detection Probability:** The ratio between the number of ships detected by the AIS receiver in a geographical area and the total number of ships in a given area at a certain time (or a range of time).
- d. **Doppler Data:** Is the Doppler frequency shift measured by the satellite at the time of reception of the AIS message.
- e. **Global coverage:** Worldwide coverage which include all geographical areas of interest to EMSA.
- f. **Real time:** The acquisition of the latest AIS signal by a satellite within the shortest possible 'timeliness'.

## 2 Objective, scope, and description of the contract

2.0.0.1 The objective of this Call for Tender is to award a Framework Service Contract (FWC) for the following four type of services:

- i. A global feed of real-time SAT-AIS data, and where available its associated Doppler data, for EMSA, EFCA, and Frontex, to support their users (governmental operational entities and EU bodies and Operations such as EUNAVFOR, MAOC-N).

The contractor shall provide the global feed of real-time SAT-AIS data to EMSA and EMSA shall be responsible for its distribution through EMSA's visualisation applications (including web and mobile applications) and System-to-System (S2S).

The global feed of real-time SAT-AIS data in the form of S2S will be provided to EFCA and Frontex, if required so. For users of EMSA services, other than EFCA and Frontex, EMSA may, if required so, distribute SAT-AIS data in the form of S2S for requests covering small geographical areas not larger than 5 Million km<sup>2</sup> and for very specific reasons i.e. during a SAR operation; for monitoring a specified number of ships, etc.

- ii. Licences to provide a global feed of real-time SAT-AIS data in a form of System-to-System to individual EU / EFTA Member States for geographical areas larger than 5 Million km<sup>2</sup>.
- iii. Licences to provide SAT-AIS data from a particular Area of Interest (AOI) to entities such as EU candidate countries, or for the European Neighbourhood Policy Countries, e.g. beneficiary countries under European Commission programmes such as SAFEMED and TRACECA or other similar agreements.
- iv. Service set up, testing and validation, service maintenance, and reporting and the provision of SAT-AIS data services as defined by sections 2.0.0.1 (i), (ii) and (iii).

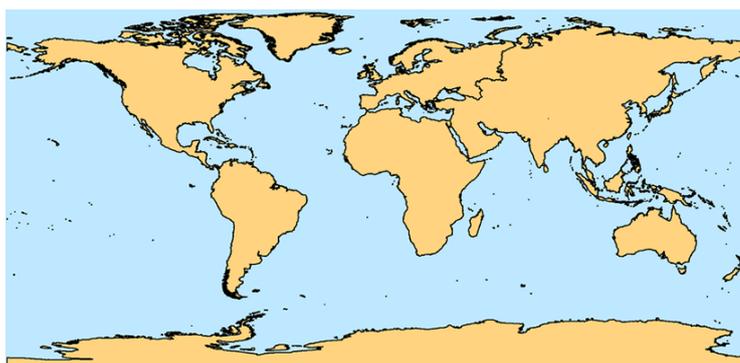
2.0.0.2 The service provider shall provide a global feed of SAT-AIS data from space-assets to EMSA's SAT-AIS Processing Service in accordance with the standards referred to in section 2.1.2 and according to the performance requirements described in section 2.1.3.

2.0.0.3 For SAT-AIS data services specified under section 2.0.0.1 (i), EMSA will receive a global feed of real-time SAT-AIS data directly from the Contractor and will make the SAT-AIS data available with no limitations to the number of users, participants and entities as mentioned in 2.0.0.1 (i).

2.0.0.4 The Doppler data, where available, which will be provided by the Contractor for services specified under section 2.0.0.1 (i and iii), will be processed by the EMSA SAT-AIS Data Processing Centre to assist users to validate ship position/s and to determine the geo-position of vessels when it is required to do so.

- 2.0.0.5 Depending on the requests it receives, for SAT-AIS data services specified under section 2.0.0.1 (ii), EMSA will activate licences to provide a global feed of SAT-AIS data System-to-System to cater for individual EU / EFTA Member States requesting such service from EMSA.
- 2.0.0.6 Depending on the requests it receives, for SAT-AIS data services specified under section 2.0.0.1 (iii), EMSA will activate licences to provide SAT-AIS data for a particular Area of Interest (AOI) for EU candidate countries and potential candidates or for the European Neighbourhood Policy Countries, e.g. beneficiary countries under SAFEMED and TRACECA or the subsequent agreements.
- 2.0.0.7 For the scope of the SAT-AIS data services explained under sections 2.0.0.1 (i) and 2.0.0.1 (ii), the latter if requested, a continuous global data feed of real-time SAT-AIS data is required for all the geographical areas covering the following coordinates: latitude -90 to 90 degrees and longitude: -180 to 180 degrees as shown in Figure 1.

**Figure 1: Worldwide coverage**



- 2.0.0.8 For the scope of the SAT-AIS data services explained under section 2.0.0.1 (iii), a continuous data feed of real-time SAT-AIS data may be requested for a particular Area of Interest (AOI).
- 2.0.0.9 The contract deriving from this procurement procedure shall be a Framework Service Contract valid for a period of 48 calendar months.

**2.1 SAT-AIS data technical requirements**

**2.1.1 Overview**

- 2.1.1.1 EMSA aims to provide high quality SAT-AIS data services to its users therefore it requires data of good quality in terms of data completeness, integrity, and timeliness that meets the requirements stated in this technical specification.

**2.1.2 SAT-AIS data; type of data, format, standards, and ancillary data**

- 2.1.2.1 The Contractor shall provide a global feed of real-time SAT-AIS data to EMSA using the following standard formats, in their final version:
- a) IEC 61162-1;
  - b) IEC 62320-1 (comment block extension);
  - c) ITU-R M.1371-5;
  - d) EMSA's additional usage of 'i' parameter-code defined in the SSN System Interface Guide for the Streaming Interface (Appendix 1).
- 2.1.2.2 The Contractor shall provide a global SAT-AIS data stream that contains all AIS messages received from ships fitted with Class A shipborne mobile equipment and, where available, from ships fitted with Class B shipborne mobile equipment.
- 2.1.2.3 The Contractor shall provide the global SAT-AIS data stream without any restriction or limitation on the 27 AIS message types as described in Rec. ITU-R M.1371-5.
- 2.1.2.4 The Contractor should provide, where available, the Doppler data for all the 27 AIS message types of the global SAT-AIS data stream.
- 2.1.2.5 The Contractor, if requested by EMSA, shall be able to provide for any given area, within one day following the request (depending on the nature of the request), a copy of the historical SAT-AIS data for a global or a defined geographical area in a CSV format or in any other format as required by EMSA for a number of ships or as the case may be.
- 2.1.2.6 Where Doppler data is available, the Contractor should provide the SAT-AIS ancillary data associated to each AIS message. Ancillary information should be contained in the message comment block. It should contain:
- i. The Doppler shift measured by the satellite at the time of reception of the AIS message, with the best possible resolution (ideally 0.1 Hz);
  - ii. Doppler shift measurements which shall provide satellite orbit with higher accuracy than the one of 2-lines elements (typically < 1 km error on the satellite position);
  - iii. Timestamps indicating the date and time of reception of the AIS message by the satellite:
    - a. mandatory timestamp, with resolution of 1 second (sent in 'c:' parameter code);
    - b. and also the best possible resolution (ideally 1  $\mu$ s), sent inside 'i:' parameter code (tag <T>);
  - iv. Information on which satellite received the AIS message – this shall be able to be transmitted either as the talker device identification (inside comment-block 's:' parameter-code) or as the satellite identifier identification (inside comment-block 'i:' parameter-code, <T> tag, L parameter value), or both;
  - v. Information on the ground station identifier and timestamp that the message was received by the ground station. Both are defined in the SSN-SI ICD (tag <T>);

- vi. In case of unavailability of a satellite, the SAT-AIS events file shall indicate the reason for unavailability and the date and duration of the event;
- vii. Reasons and the anticipated beginning and end date of scheduled maintenance.

2.1.2.7 The Contractor shall provide the SAT-AIS orbit files, either as prediction consisting of state vectors in J2000, or as 2-lines elements.

2.1.2.8 The Contractor shall:

- i. Reference the satellites by using NORAD identification parameters;
- ii. Be able to update the SAT-AIS auxiliary data on a routine basis, a day or a week in advance and should be able to update the auxiliary data in near-real time in case of an unscheduled event (e.g. satellite failure).

### 2.1.3 SAT-AIS data information, coverage, and performances requirements

2.1.3.1 The Contractor shall provide a global feed of real-time SAT-AIS data for class A and Class B vessels and, where available, the Doppler data.

2.1.3.2 The global feed of real-time SAT-AIS data shall be provided in accordance with the performance requirements outlined in the following Table 1.

Provision of SAT-AIS data from:	Geographical Areas	Average Target time update interval	Average Target detection probability	Target timeliness
All ships (Class A, and where possible Class B)	Worldwide	Maximum 1 hour for vessels in any given coverage area.	Min 85 % (or more)	Maximum 30 minutes for 85% (or more) of detected messages.

Table 1: Performance requirements

2.1.3.3 The Bidder shall indicate in the offer the number of AIS messages detected per day from all satellites and per satellite for Class A vessels and Class B vessels.

2.1.3.4 The Bidder shall indicate in the offer the number of individual ships (MMSIs) detected per day from all satellites and per satellite.

2.1.3.5 If available, the Bidder should indicate the percentage of Doppler data provided in relation to the global feed of SAT-AIS data, and should also indicate the number of satellites and which satellite/s within the constellation will be providing the Doppler data.

- 2.1.3.6 The Bidder shall provide technical details on the orbit satellite assets and constellations, which will be utilized including the down link rate.
- 2.1.3.7 The Bidder shall explain how the performance requirements, as defined in Table 1, will be met. The Bidder shall indicate any envisaged deviations or low performances in comparison with the performance requirements mentioned in Table 1 in these technical specifications.
- 2.1.3.8 The Contractor shall ensure that global satellite coverage does not depend upon the deployment of additional space assets and ground stations which will not be available during the duration of the contract.
- 2.1.3.9 The Bidder shall demonstrate that his company has the legal ownership and rights on the global SAT-AIS data and that his company has the right to provide the global SAT-AIS data and its associated Doppler data, where available, to EMSA.
- 2.1.3.10 The Contractor shall grant the right to EMSA to store, process, and display the global feed of SAT-AIS data in EMSA's visualisation applications, including web and mobile applications, and to distribute it to the users, as defined in section 2.0.0.1, in real time or historically.
- 2.1.3.11 The Contractor shall grant the right to EMSA to produce vessel traffic, route statistics, and density maps based on the global SAT-AIS data feed it receives and to make it available to its users whenever requested so.
- 2.1.3.12 The Contractor shall grant the right to EMSA to process Doppler data, where available, and to provide services, such as position validation, to its users through the use of Doppler data.
- 2.1.3.13 The Contractor shall grant the right to EMSA to provide S2S interfaces to users, as described in section 2.0.0.1 (i & ii) with SAT-AIS data in a number of different formats for them to be integrated directly in their own systems/applications/platforms using, *inter-alia*, the following S2S formats:
- a) Web Mapping Service (WMS);
  - b) Inter VTS Exchange Format (IVEF) via TCPIP or HTTPs;
  - c) EMSA Canonical Data Format (CDF) via TCPIP or HTTPs;
  - d) NMEA VDM data stream via the SafeSeaNet Streaming Interface (SSN SI) Proxy;
  - e) Or other formats that may be developed specifically for the purpose of other projects/ operations.
- 2.1.3.14 If requested by EMSA, the Contractor shall throttle down the rate by which the global SAT-AIS data steam is streamed into EMSA's proxy.
- 2.1.3.15 If requested by EMSA, the Contractor shall remove any duplication of messages acquired through different satellites or of any unwanted AIS message types, as the case may be.

- 2.1.3.16 If requested by EMSA, the Contractor shall exclude geographical areas around Europe which are covered by terrestrial AIS.
- 2.1.3.17 The Contractor may be requested by EMSA to tag the SAT-AIS data stream by identifying the SAT-AIS data provider and the satellite through which the AIS data was detected.
- 2.1.3.18 If requested by EMSA, the Contractor shall determine, based on the message detection timestamp by the satellite, the exact number of SAT-AIS messages (per message type) that are streamed into EMSA on a daily basis.
- 2.1.3.19 If requested by EMSA, the Contractor shall indicate the number of distinct MMSIs reported in the messages (per message type – query to be based on the message detection timestamp by the satellite).
- 2.1.3.20 The Bidder shall provide the methodology that will be applied for assessing the quality and capability of the SAT-AIS data service and shall give details on the approach that will be taken in determining the:
- a) Probability of Detection per ship;
  - b) Position accuracy;
  - c) Detection density per ship and orbit;
  - d) Traffic distribution including variable factors i.e seasonal, etc;
  - e) Average number of messages received for each ship for each orbital path;
  - f) Temporal coverage of the area and day;
  - g) Total number of ships detected in a given geographical area for each defined time interval.
- 2.1.3.21 The methodology and any assumptions or limitations in determining the Probability of Detection over an area shall be described and explained by the Bidder.
- 2.1.3.22 The Bidder shall describe the end to end system architecture which shall include the space and ground segment components and the processing steps.
- 2.1.3.23 The Bidder shall explain the methodology that will be applied in mitigating the effect of technical problems which might impact the SAT-AIS data quality such as:
- a) Interference sources (legal and illegal);
  - b) Topographic conditions such as tropospheric ducting;
  - c) Collision of AIS messages;
  - d) Signal processing;
  - e) Performance of the AIS receiver i.e. receiver saturation;
  - f) Poor message detection in areas where high density of traffic exist.

#### **2.1.4 Data reception at Ground Station and SAT-AIS processing**

- 2.1.4.1 The Bidder shall submit, in electronic format, a GIS shapefile (e.g. *ESRI*) with the name, location, coordinates (latitude and Longitude), identification (i.e call sign), and range of their Ground Station(s).
- 2.1.4.2 The Bidder shall submit in electronic format, a GIS shapefile (e.g. *ESRI*) with the maximum Ground Station coverage, for different satellites, for ascending and descending passes which should indicate the possible capability of providing global SAT-AIS data for the geographical areas within the coordinates mentioned in section 2.0.0.7.
- 2.1.4.3 The Contractor shall provide the following additional auxiliary data in real time, or as reports, as requested by EMSA:
- a. The antenna gain of each ground station and the minimum elevation angle for satellite reception as a function of azimuth;
  - b. For each ground station, the schedule for planned SAT-AIS satellite acquisitions, with the beginning and end date/time of the acquisition and the satellite identifier;
  - c. For each satellite of the SAT-AIS constellation, the status of the data acquisition and if relevant the acquisition mode;
  - d. The operational status of each ground station, and, shall a station be unavailable, the reason for unavailability (e.g. maintenance);
  - e. For each ground station and each satellite, the average time for ground station data processing, that is the interval between the satellite acquisition by the ground station and the availability of SAT-AIS data at EMSA;
  - f. Other information such as received signal power.
- 2.1.4.4 The Bidder shall describe in detail the back-up strategy that will be used in case of satellite failure.
- 2.1.4.5 The Bidder shall explain how the AIS payload data is processed after it is retrieved from the ground station and shall further explain any measures taken to minimize latency.
- 2.1.4.6 The Bidder shall describe the availability of trained personnel at operational level, the operational facilities used to perform the tasks, support services, computing, networking and telecommunication infrastructure; hosting environment; electrical power supply system; disaster recovery site(s), contingency planning; all other facilities relevant for the provision of the service.

## **2.2 Interface requirements**

- 2.2.0.1 The Contractor shall provide the real time SAT-AIS data and, where available, its Doppler data to EMSA through the SSN streaming interface which will be used to ingest data. The technical specifications of the SSN-SI are attached as Appendix 1.

- 2.2.0.2 The interface technical specification between the SAT-AIS Processing Service and the Contractor will be provided by EMSA. The Contractor shall adhere to these specifications and shall also adhere to any modifications to the interface specifications that will be made by EMSA after the signature of the Framework Service Contract.
- 2.2.0.3 The Contractor shall download and install the SSN-SI application following the instructions that will be given by EMSA and shall install any upgrades of the SSN SI software when such upgrades will be made available by EMSA. The access to the software and all other documents and digital certificates necessary to configure and use the software will be provided after signature of the Framework Service Contract.
- 2.2.0.4 The Contractor shall provide the hosting infrastructure (hardware/operating system/network connections) and hosting service for the SSN-SI at his premises.
- 2.2.0.5 The Contractor shall ensure a minimum 98 % availability of the global SAT-AIS data service over a 12 calendar months and better than 95 % availability of global SAT-AIS data stream per day.
- 2.2.0.6 The Contractor shall be able to maintain a parallel SAT-AIS data stream to the EMSA quality environment such as the pre-production environment, by providing for a number of days, as determined by EMSA, a SAT-AIS data stream to EMSA for troubleshooting proposes.
- 2.2.0.7 The Contractor shall, in case of service upgrades (e.g. a new satellite is launched or an existing one is decommissioned or new satellite is integrated in the stream), notify EMSA in good time, as will be determined by EMSA, and shall be able to support the service change.
- 2.2.0.8 The Contractor shall furthermore satisfy the following requirements when installing and using the SSN-SI for the provision of SAT-AIS data:
- a) provide 24 hours by 7 days maintenance of the SSN-SI, its configuration at local level and IT operation of the system;
  - b) support EMSA's monitoring by enabling the performance monitoring service provided by EMSA, for the purpose of the optimal operation of the SSN-SI;
  - c) support the execution of system tests, when required by EMSA;
  - d) respond in less than one hour to incidents causing unforeseen service interruption;
  - e) analyse the aforementioned incidents and the required interventions for repair or maintenance;
  - f) report incidents requiring remote intervention by EMSA to the Agency's Maritime Support Services (MSS);
  - g) receive requests from the MSS on service failures, control the processing of the reported incidents, and keep MSS informed about the status of issues;
  - h) support the back-up and recovery in case of SSN-SI's failure and to provide unprocessed data following recovery on EMSA's end point/node.

## 2.3 Service Validation and Reporting

- 2.3.0.1 The global feed of SAT-AIS data service and its associated Doppler data, where available, shall be subject to evaluation to ensure product quality during the lifetime of the service. All aspects of the service will be evaluated by the contracting parties (contractor and EMSA) and the validation of the service may include verification campaigns by EMSA as well as routine verification measures.
- 2.3.0.2 The SAT-AIS data service provided by EMSA's SAT-AIS Processing Service will be the reference source of data for the evaluation.
- 2.3.0.3 All technical requirements and their specified associated limits of timeliness and other parameters shall be evaluated as part of the service validation.
- 2.3.0.4 The Contractor shall be able to provide Service Evaluation reports which will then be reviewed and accepted by EMSA. These reports are to be generated periodically, minimum monthly or longer, as agreed with EMSA. For payment purposes the Contractor shall provide Service Evaluation reports on a quarterly basis taken into account the following quarters: 1Q Year (N): December Year (N-1) - February Year (N), 2Q Year (N): March-May Year (N); 3Q Year (N): June-August Year (N); 4Q Year (N): September-November Year (N).
- 2.3.0.5 The Service Evaluation report shall include a detailed analysis of the quality and performance of the SAT-AIS data service and, where available, its associated Doppler data which will be provided to EMSA.
- 2.3.0.6 The analysis in the Service Evaluation report shall compare the obtained results within the target performance as defined in Table 1. If required by EMSA, specific geographical areas from where the SAT-AIS data is to be provided, may be analysed separately. The analysis shall contain, as a minimum, detailed information on compliance or divergences on the following technical parameters:
- a) Probability of detection of ships;
  - b) Time update interval;
  - c) Timeliness;
  - d) Total number of messages detected per day, based on message detection timestamp by the satellite;
  - e) Total number of distinct MMSIs captured daily (based on message detection timestamp by the satellite);
  - f) Number of detections for each ship during each orbit (only if required);
  - g) Average numbers of messages per orbital path;
  - h) Any incidents that may have occurred i.e data outage, satellite/payload fail, etc
  - i) Type of vessels detected;
  - j) Temporal satellite coverage for a given area;
  - k) Cumulated number of detected ships for an area;

- l) Spatial and ground segment status report;
- m) Availability of the global SAT-AIS data feed on a daily, monthly, and yearly basis in respect of the SAT-AIS data streamed to EMSA, as a whole, and per satellite;
- n) Additional parameters as may be requested by EMSA.

### 3 Contract management responsible body

3.0.0.1 The European Maritime Safety Agency, Department C, C.0: Coordination and Innovation, will be responsible for managing the contract.

3.0.0.2 The address of EMSA is as follows:

European Maritime Safety Agency  
Praca Europa 4  
1249-206 Lisbon,  
Portugal

### 4 Project planning

#### 4.1 Project management for the provision of SAT-AIS data services

4.1.0.1 The highest standards of project management, incident management, and service delivery are expected during the provision of the global feed of SAT-AIS data.

4.1.0.2 The Bidder shall provide a **Project Management Plan**. This plan should contain:

- i. An outline **Service Implementation Plan** detailing the activities and timelines for the implementation period which shall include three phases namely: service set-up, testing, and validation. All phases should cater for the provision of global SAT-AIS data and Doppler data, where available. The outline Service Implementation Plan shall include a work breakdown, a Gantt chart showing tasks, schedule, and milestones for service set-up, testing and service validation.
- ii. The service implementation plan shall include an outline of the **Service Test** and **Acceptance plan** which shall include an end to end service test plan prior to service roll out, including user evaluation criteria, description of internal communications, and progress reporting.
- iii. **Risk Management Plan** - Risk analysis on their proposed solutions in terms of:
  - a. Technical performance (including service availability, loss of satellite/payloads);
  - b. Implementation time;
  - c. Management issues;
  - d. Risk mitigation procedure.

- 4.1.0.3 The Agency will evaluate the risk management plan including the risk analysis and the possible risk mitigation and associated management procedures.
- 4.1.0.4 The Bidder shall provide detailed information on how the Data Service and System Monitoring is to be conducted which shall also include details on how the entire SAT-AIS data processing chain (i.e data flow, alert triggers, hardware/software malfunction, etc), is going to be monitored during the life time of contract.
- 4.1.0.5 The Bidders shall comply with the due date for all milestones, deliverables and meetings identified in Table 2 below.

Time	Activity	Date From T0	Comment	Event	Delivery	Milestone
T0	<b>Framework Contract</b> is signed  Kick-off meeting	0 week	Update of the Service Implementation Plan Interface specifications to be provided by EMSA Service Set-Up Plan, Test plan, and Service evaluation reports to be agreed by EMSA	x	x	F
	<b>Specific contract</b>	From T0				
T1	Specific contract for service set up, testing and validation, service maintenance and reporting is signed Interface set-up	+ 1 week	Set-up parameters to be approved by EMSA	x	x	F
T2	Testing of the interface, Service implementation and service test	+ 2 weeks	Implementation status report to be approved by EMSA. Report on the service implementation and service test result to be approved by EMSA	x	x	F
T3	Service Acceptance Test (SAT) Service Validation	+ 3 weeks	Service acceptance test report to be approved by EMSA	x	x	F
	<b>Specific contract(s)</b>	From T3				
T4	Signature of specific contracts for the provision of a global feed of SAT-AIS data.	0 Week	Service Implementation Plan will be reviewed and approved by EMSA	x	X	F

	Depending on the requests EMSA receives, the signature of specific contracts for the provision of a global feed of SAT-AIS S2S, and per AOI will also take place during this period.			x	x	
T5	Provision of a global feed of SAT-AIS data and where available Doppler data, service in full operation.  Depending on the requests EMSA receives, provision of a global feed of SAT-AIS S2S, and per AOI will also take place during this period.	+1 week	Service Validation approved by EMSA	x	x	F
				x	x	

Table 2: Project Plan (F: Fixed milestones which cannot be changed)

- 4.1.0.6 Recognised standards for project management shall be identified in the bid.
- 4.1.0.7 After the Framework Contract is signed, the kick-off meeting will be held at EMSA. Its purpose shall be to enable all contracting parties to discuss the service to be given by the Contractor, as well as to settle all the details of the work to be undertaken, in respect of the service set-up, testing, validation, and the service evaluation reports.
- 4.1.0.8 At the end of set-up and test phase, the Contractor shall provide an implementation status report of the interface which shall be approved by EMSA. An update of the Project Management Plan shall be provided upon the request of the EMSA Project Manager.
- 4.1.0.9 The Contractor's Project Manager, responsible for the work to be undertaken, and Contractor's key technical staff shall be present at the kick-off meeting.
- 4.1.0.10 During the kick-off meeting, the Contractor will be provided with any necessary information that may be required for the downloading and the installation of the SSN-SI application and of any upgrades of the SSN SI software as mentioned in section 2.2.0.3.
- 4.1.0.11 All documentation that will be provided by the Contractor shall be clearly written in the English language.

## 5 Timetable

- 5.0.0.1 The estimated date for signature of the Framework Service Contract is July 2016. The service set-up, testing, and validation of service shall start from the date of the first specific contract after the Framework Service Contract is signed.
- 5.0.0.2 The provision of a global feed of SAT-AIS data services, and where available Doppler data, shall start from September 1<sup>st</sup>, 2016 and shall be subject to the signature of the specific contract for the provision of a global feed of SAT-AIS data services.

## **6 Budget of the Contract**

- 6.0.0.1 The maximum budget available for this contract is of **10.2 Million Euro** (ten million and two hundred thousand Euro) excluding VAT. This amount includes the price for the service set up, testing and validation, service maintenance, and reporting.
- 6.0.0.2 The maximum budget allocated for service setup and testing, service validation, service maintenance, and reporting shall not exceed **25,000 Euro**.
- 6.0.0.3 The estimated budget for services under 2.0.0.1 (i), (ii) and (iv) is **9 Million Euro**.

## **7 Terms of payment**

- 7.0.0.1 Payments shall be issued in accordance with the provisions of the **draft framework service contract** available on the Procurement Section under the call to tender EMSA/OP/09/2016 on the EMSA website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

## **8 Terms of contract**

- 8.0.0.1 When drawing up a bid, the Bidder should bear in mind the terms of the draft contract.
- 8.0.0.2 EMSA may, before the contract is signed, cancel the award procedure without the Bidders being entitled to claim any compensation.
- 8.0.0.3 The Framework Contract will be implemented in the following manner:
- 8.0.0.3.1 For services under 2.0.0.1 (i) – specific contracts will be put in place regularly; each specific contract may last for a period equal or shorter than 12 months.
- 8.0.0.3.2 For services under 2.0.0.1 (ii) – specific contracts may be put in place, should EMSA receive any requests for the specified services under this category.
- 8.0.0.3.3 For services under 2.0.0.1 (iii) – specific contracts may be put in place, should EMSA receive any requests for the specified services under this category.
- 8.0.0.3.4 For services under 2.0.0.1 (iv) – one specific contract will be concluded following signature of the Framework Contract.

## **9 Financial guarantees**

Not applicable.

## **10 Sub-contracting**

10.0.0.1 If the Bidder 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 Bidder.

10.0.0.2 The Bidder 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 Bidder 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 Bidder and its subcontractors as a whole fulfil the criteria.

## **11 Requirements as to the tender**

11.0.0.1 Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 14.5 and 15.1 of the present tender specifications.

11.0.0.2 The Bidder 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>

11.0.0.3 The Bidder shall complete the Tenderer's Checklist.

11.0.0.4 If the Bidder intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offers) he shall indicate it in his offer by completing the form "Information regarding joint offers and subcontracting".

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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.

<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).

- 11.0.0.5 The tender must be presented as follows and must include:
- 11.0.0.5.1 **Signed cover letter** indicating the name and position of the person authorised to sign the contract and the bank account to which payments are to be made.
- 11.0.0.5.2 **The Financial Form** completed, signed and stamped. This document is available on the Procurement Section (Financial Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).
- 11.0.0.5.3 **The legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).
- 11.0.0.6 Bidders are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already previously been completed and sent either to EMSA or any EU Institution. In this case the Bidder should simply indicate on the cover letter the bank account number to be used for any payment in case of award.
- 11.0.0.7 **Part A:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the points **13, 14.2 and 14.6** of these specifications (part of the exclusion criteria).
- 11.0.0.8 **Part B:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the Selection criteria) set out under point **14.4** of these specifications.
- 11.0.0.9 **Part C:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the Technical and professional capacity (part of the Selection Criteria) set out under point 14.5 of these specifications.
- 11.0.0.10 **Part D:** 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 **15** of these specifications.
- 11.0.0.11 **Part E:** Setting out **prices** in accordance with **point 12** of these specifications.

## **12 Price**

- 12.0.0.1 The Bidder shall provide following prices:
- i. A price for the provision of a global feed of real time SAT-AIS data for one year service {services under 2.0.0.1 (i)}.
  - ii. A price to provide a yearly licence for a global feed of SAT-AIS data in a form of System-to-System (S2S) to individual EU / EFTA Member States for geographical areas larger than 5 Million km<sup>2</sup> {services under 2.0.0.1 (ii)}.

- iii. A price to provide a yearly licence for the provision of SAT-AIS data from a particular Area of Interest (AOI) per area that has a size of 1km<sup>2</sup> to 5 Million km<sup>2</sup> for one year service – Unit Cost {services under 2.0.0.1 (iii)}.
- iv. A price for set up, testing and validation, service maintenance and reporting {under 2.0.0.1 (iv)}.

12.0.0.2 For provision of services under 2.0.0.1 (i) and (ii), in case the duration of the specific contract/s will be less than one year, the price will be calculated pro-rata.

12.0.0.3 For the provision of services under 2.0.0.1 (iii), the price to be charged will be based on a Unit Cost that has a dependency on the size of the geographical area for which SAT-AIS data will be requested. If the requested geographical area is larger or smaller than the area indicated in the Unit Cost in Table 3, then the price will be based on the size of the area in relation of the Unit Cost i.e. if the size of the requested geographical area is one fifth of the geographical area indicated in the Unit Cost then the price that EMSA will pay will be one fifth of the Unit Cost. In case the duration of the specific contract will be less than one year, the price will be also calculated pro rata.

12.0.0.4 When quoting prices under 12.0.0.1, Bidders shall not impose any conditions, restrictions or limitations on the number of users or entities, type of entities and their number of users, which will be provided with a global feed of SAT-AIS data as described under 2.0.0.1 (i).

12.0.0.5 When quoting prices, Bidders are required to provide the prices as indicated in Table 3 below. For price evaluation, Bidders are required to complete Table 5 under section 15.5.

<b>Prices</b>		
<b>Services</b>	<b>Prices</b>	<b>Units</b>
<b>Service provided as per 12.0.0.1.(i)</b>	P <sub>1</sub>	Per one year of service
<b>Services provided as per 12.0.0.1.(ii)</b>	P <sub>2</sub>	Per Licence for S2S
<b>Service provided as per 12.0.0.1 (iii)</b>	P <sub>3</sub>	Per Licence for an area that has a size of 1km <sup>2</sup> to 5 Million km <sup>2</sup> (max. approx. 2230 km by 2230 km)
<b>Price for the service set up, testing and validation, service maintenance and reporting as per 12.0.0.1 (iv)</b>	P <sub>4</sub>	Total fixed price for service

Table 3: Prices.

12.0.0.6 Prices must include all costs.

12.0.0.7 Prices must be quoted in Euro.

- 12.0.0.8 Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
- 12.0.0.9 Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

### **13 Joint Offer**

- 13.0.0.1 Groupings, irrespective of their legal form, may submit bids. Bidders may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid.
- 13.0.0.2 Each member of the consortium must provide the required evidence for the exclusion and selection criteria. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.
- 13.0.0.3 If awarded, the contract will be signed by the person authorised by all members of the consortium. Tenders from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

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

#### **14.1 Legal position – means of proof required**

- 14.1.0.1 When submitting their bid, Bidders are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available in the Procurement Section (Legal Entity Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

#### **14.2 Grounds for exclusion - exclusion criteria**

- 14.2.0.1 To be eligible to participate in this contract award procedure, a Bidder must not be in any of the following exclusion situations:
- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
  - b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in

- accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
- i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii. entering into agreement with other persons with the aim of distorting competition;
  - iii. violating intellectual property rights;
  - iv. attempting to influence the decision-making process of the contracting authority during the award procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
- i. fraud;
  - ii. Corruption;
  - iii. participation in a criminal organisation;
  - iv. money laundering or terrorist financing;
  - v. terrorist-related offences or offences linked to terrorist activities;
  - vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
- i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
  - ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;

- iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
- iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
- v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

### **14.3 Legal and regulatory capacity – Selection criteria**

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

14.3.0.2 Evidence: For this purpose the Declaration of Honour available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)) shall be completed and signed.

### **14.4 Economic and financial capacity – Selection criteria**

14.4.0.1 Requirements:

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

14.4.0.2 Evidence:

- a) Financial statements or their extracts for the three years for which accounts have been closed.
- b) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years available.
- c) Bidders are exempt from submitting the documentary evidence if such evidence has already been completed and sent to EMSA for the purpose of another procurement procedure and still complies with the requirements. In this case the Bidder should simply indicate on the cover letter the procurement procedure where the evidence has been provided.
- d) If, for some exceptional reason which EMSA considers justified, a Bidder is unable to provide one or other of the above documents, he may prove its economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the Bidder's economic and financial capacity.

### **14.5 Technical and professional capacity – Selection criteria**

14.5.0.1 To prove their technical and professional capacity, Bidders shall provide proof of the following mandatory criteria with their application:

14.5.0.2 **Relevant experience:** This proof will consist of a list identifying the work carried out during at

least the last three years. The work shall be of relevance and/or analogous to the services to be provided in respect of global SAT-AIS data services and, where available, Doppler data. This list shall include:

- a) The Bidders' level of experience in the provision of global SAT-AIS services on an operational basis;
- b) A description of the SAT-AIS services previously offered, including those related to position validation by means of Doppler data, where available, indicating objectives, tasks, contracting parties, duration and budget;
- c) A description of SAT-AIS services provided for maritime surveillance applications, or to similar applications;
- d) The Bidders' ability to offer all services under the present contract in the English language;
- e) Any evidence, statement or testimonial from the customer, from the public sector or private sector, relating to the performance and/or quality of the SAT-AIS data services and, where available, Doppler data previously provided by the Bidders.

14.5.0.3 Bidders shall provide a company profile illustrating the company's structure, technical, and management organisation to demonstrate their capability in implementing, providing, maintaining and monitoring of the requested service.

14.5.0.4 Bidders shall also provide detailed curriculum vitae of the key technical and management persons who will be technically and operationally involved in the provision of a global feed of SAT-AIS data services.

#### **14.6 Evidence to be provided by the Bidders**

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

Please note that **upon request** and within the time limit set by EMSA the Bidder shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the Bidder or the natural or legal persons which assume unlimited liability for the debt of the Bidder:

For exclusion situations described in (a), (c), (4d) or (f) of point 14.2 above, 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 Bidder showing that those requirements are satisfied.

For the exclusion situation described in (a) or (b) of point 14.2 above, production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the Bidder 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 Bidder 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.

If the Bidder 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.

When the Bidder to be awarded the contract has already submitted relevant evidence to EMSA, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the Bidder is required to submit a statement confirming that its situation has not changed.

## 15 Award criteria

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

- i. Quality criterion 1: Fulfilment of technical requirements to closest possible extent in terms of service performance ( $W_1 = 50\%$ );
- ii. Quality criterion 2: Quality assurance of services ( $W_2 = 10\%$ );
- iii. Quality criterion 3: Project Management ( $W_3 = 10\%$ );

and the price criterion and associated weighting:

- i. Price of the bid ( $W_{price} = 30\%$ ).

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion  $i$  is

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

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

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

The score for price is

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

Only bids that have reached a minimum of 60 % for  $Q_1$ , a minimum of 60 % for  $Q_2$ , and a minimum of 60 % for  $Q_3$ , will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only bids that have reached a minimum of 70 % for the score  $S$  will be taken into consideration for awarding the contract.

## 15.1 Technical award criteria

15.1.0.1 The requirements on the Contractor as outlined in Section 2 will be used by the Agency to assess the technical aspects proposed in the bids.

## 15.2 Fulfilment of technical requirements

15.2.0.1 The criteria used to evaluate the appropriateness of the proposed technical solution are:

1. Service performance: degree of fulfilment of the technical requirements for services identified in Section 2.
2. Information relating to the technical characteristics of the satellite constellation and performance, and where available Doppler data, is to be provided in the following table (Table 4):

Table 4: Information relating to the technical characteristics of the satellite constellation and performance and, where available, Doppler data.

For global feed of SAT-AIS data	Technical Information to be provided by the Bidder
Technical characteristics of the constellation on a global level	
Number of Satellites	Number: = .....
Satellite downlink rate	Rate: = .....
Number of Ground Stations	Number: = .....
Performance:	
Number of AIS messages detected per day from all satellites and per satellite for: Class A vessels: Class B vessels:	From all satellites (total): Class A vessels: = ..... Class B vessels: = .....  Per satellite: Class A vessels: = ..... Class B vessels: = .....

Number of individual ships (MMSIs) detected per day from all satellites / and per satellite	Individual MMSIs (all satellites): = ..... Per Satellite: = .....
Average Time Update Interval	= .....
Timeliness (Latency)	= .....
Average Probability of Detection	= .....%
<b>Doppler data, where available.</b>	
Percentage of Doppler data in relation to the global feed of SAT-AIS data By how many satellites and by which?	= ..... % = ..... ; = .....

### 15.3 Quality Assurance of services

15.3.0.1 Quality assurance of services will be evaluated according to the requirements in Section 2 of this document particularly in terms of paragraphs 2.1.2, 2.1.3, 2.1.4, and 2.2.

15.3.0.2 A **Quality Management Plan** shall be provided by Bidders and evaluated by the Agency. The document shall describe, inter-alia:

- 1) Quality control procedures including incident management;
- 2) Quality assurance procedures;
- 3) Service compliance plan.

### 15.4 Project Management

15.4.0.1 For the execution of this service, strong project management is required. Meeting deadlines are critical in light of the short time frame between the award of the contract and the schedule for the services to be available. Consequently, Bidders must provide a Project Management Plan that shall contain the following documents for evaluation:

- i. Outline of a **SAT-AIS data Service Implementation Plan** – Draft project plan including Gantt chart showing tasks, schedule, and milestones for the service implementation including that concerning Doppler data, where available;
- ii. Outline **Service Test and Acceptance Plan** – End to end service test plan prior to service roll out, including user evaluation criteria description of internal communications and relations, progress reporting;
- iii. Outline of the **Service Evaluation Report** including the technical parameters that will be included for assessment as explained in sections 2.3.0.4, 2.3.0.5, and 2.3.0.6;

- iv. Proposed **team structure** and the involvement and interaction of each team member within the project;
- v. **Risk Management plan** as explained in section 4.1.0.2 (iii).

The Agency will evaluate the risk management plan including risk analysis and the possible risk mitigation and associated management procedures.

### 15.5 Price award criteria

15.5.0.1 The price of the bid will be calculated in accordance with the following weighing factors. The following table shows the value of the weighing factors that will be applied for the calculation of the price of the bid.

15.5.0.2 The following price breakdown Table (Table 5) shall be completed by the Bidder against the requirements as explained by each service request in Table 3.

Table 5. Price Evaluation Scenario

Provision of SAT-AIS data services for 1 year period	Price to be filled in by Bidders	Weighting factor
Global feed of real time SAT-AIS data as per 12.0.0.1.(i)	$1 \times P_1$ (12 months) = .....	85%
Licence for S2S as per 12.0.0.1.(ii)	$10 \times P_2$ (12 months) = .....	
Licence for other functions as per 12.0.0.1.(iii) Unit Cost	$4 \times P_3$ (12 months) = .....	10%
Service set up, testing and validation, service maintenance and reporting as as per 12.0.0.1.(iv)	$1 \times P_4$ = .....	5%
<b>Total Price</b>	<b>(W Price total)</b> = .....	

The price of the bid will be evaluated as follows:

$$\text{Price of the bid (W Price total)} = ([1 \times P_1 \text{ (12 months)} + 10 \times P_2 \text{ (12 months)}] \times 0.85) + (4 \times P_3 \text{ (12 months)} \times 0.10) + (1 \times P_4 \times 0.05)$$

The budget for  $[(1 \times P_1) + (10 \times P_2) + (1 \times P_4)]$  shall not exceed 2 Million Euros and the budget for  $[4 \times P_3]$  shall not exceed 300.000 Euros.

## **16 Rejection from the procedure**

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

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

## **17 Intellectual Property Right (IPR)**

17.0.0.1 Please consult the contract for IPR related clauses.

17.0.0.2 If the results are not fully created for the purpose of the contract this should be clearly pointed out by the Bidder 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.

17.0.0.3 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.

## **18 Special negotiated procedure under Article 134(1)(e) RAP**

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