

Procurement procedure: EMSA/NEG/10/2021

Questions and Answers

Number	Question	Date and time	Reply	Date of publication
1	<p>We received your invitation to participate in this Call for Tender <i>EMSA/NEG/10/2021 – Consultancy Services on potential AI and ML solutions in Integrated Maritime Services</i>. We appreciate you are looking into our direction to advise and guide EMSA on the analysis of needs and how to build a AI/ML based solution. However we wonder whether our participation in this Call for Tender would exclude us from tendering when it will be about providing the AI/ML tooling and implementing the solution itself and/or the implementation thereof. Could you please confirm that our participation now would not exclude us from positioning analytical tools/solutions and associated implementation in any future call for tender of EMSA related to the results of this consultancy services tender?</p>	16/07/2021 08:13 GMT	<p>Dear Sir/Madam,</p> <p>Regarding your query here below, please be informed that Participation in this Call for Tender (EMSA/NEG/10/2021) does not exclude any company from potentially participating to future calls for tenders on subject matters related to solution(s) or implementation(s) related to the results of this consultancy.</p> <p>Thank you and kind regards,</p> <p>EMSA Team</p>	<u>19/07/2021</u>
2	<p>1. Regarding task 3, the demonstration:</p> <p>a) How large are the datasets expected to be used for the demo purposes?</p>	21/07/2021 13:57 GMT	<p><i>EMSA's answer: The exact size of the data may depend on the scenarios, nonetheless, one of the examples of the data sets in the scope of the future contract is the terrestrial</i></p>	<u>23/07/2021</u>

			<p><i>AIS (T-AIS) based position reports. For the area covering the Baltic Sea and the North Sea, for a 6 months period, which has a size of 207 GB.</i></p> <p><i>The future contractor will also be also able to explore the data in EMSA's DataBricks environment.</i></p>	
3	b) How is the sharing of data expected to be conducted?	21/07/2021 13:57 GMT	<i>EMSA's answer: There is no standard format but EMSA uses, for instance CSV files, containing data.</i>	<u>23/07/2021</u>
4	c) Regarding the "demo" concept, do we understand a first approximation to the 2 Use Cases or part of each use cases to be demonstrated (if one use case needs to implement several algorithms) or to complete the full Use Case?	21/07/2021 13:57 GMT	<i>EMSA's answer: It is expected to demonstrate a complete, full Use Case.</i>	<u>23/07/2021</u>
5	d) Is there any preferred environment?		<i>EMSA's answer: There is no preferred environment.</i>	<u>23/07/2021</u>
6	e) It is mentioned that the demo will be conducted on two out of 4 use cases: have these already been selected by the EMSA? If not, will they be selected by the EMSA or the contractor or an agreement between the two?	21/07/2021 13:57 GMT	<i>EMSA's answer: It's upon agreement between EMSA and the contractor.</i>	<u>23/07/2021</u>
7	f) The expected delivery of Task 3 is only a demonstration of	21/07/2021 13:57 GMT	<i>EMSA's answer: The expected deliveries under</i>	<u>23/07/2021</u>

	how the algorithms have been implemented and work based on the use cases and the section reporting the outcomes and lessons learned from the demonstration to the final report?		<i>Task 3 are listed in the section 2 and in the table in section 4.2 'Milestones and Deliveries' of the Tender Specifications document.</i>	
8	2. In task 5 it is mentioned that "at least 4 new use cases and evolution of the already identified scenarios": a) by scenarios, do you mean the use cases described in the appendix?	21/07/2021 13:57 GMT	<i>EMSA's answer: Yes, that is correct.</i>	<u>23/07/2021</u>
9	b) by 4 new use cases: additional ones to the 4 provided?	21/07/2021 13:57 GMT	<i>EMSA's answer: Yes, that is correct.</i>	<u>23/07/2021</u>
10	c) by evolution of the already identified scenarios, do you mean potential extensions out of them or a roadmap for their implementation?	21/07/2021 13:57 GMT	<i>EMSA's answer: We mean a potential extension.</i>	<u>23/07/2021</u>
11	3. In section 11 of the technical specifications it is mentioned that Part D of the offer needs to cover the Award criteria and points to section 16 of the specifications. In section 16, the criterion for evaluation of the bid is explained and the following criteria described: Quality of the project plan, quality of the methodology, quality of the initial analysis, quality of the proposed team structure; Price criterion. Does this mean that the price needs to be also included in Part D of the offer?	21/07/2021 13:57 GMT	<i>EMSA's answer: Yes, the price is the part of the award criteria under section 16.</i>	<u>23/07/2021</u>
12	4. In the Annex A.01 Tenderer's Checklist, it refers to "Letter of commitment from Guarantor". What do you with this requirement? Is there any specific form to be fulfilled in this regard?	21/07/2021 13:57 GMT	<i>EMSA's answer: Please use the attached 'Draft letter of commitment' form.</i>	<u>23/07/2021</u>

13	<p>5. In "Point 9: Financial Guarantee of Annex C. Tenders Specifications" it states: "The Contract is subject to performance guarantee. The tender(s) shall propose with the offer a suitable Guarantor (e.g. bank or financial institution) and provide a letter of commitment from the Guarantor. The suitability of the Guarantor will be assessed against the following criteria: The Guarantor's Long-Term credit rating must be above or equal to BBB- (S&P or equivalent) with at least two registered or certified rating agencies (of which at least one should be S&P, Moody's or Fitch) at the time of the submission of the offer."</p> <p>a) Confirm that a letter from a bank or financial institution is required at the offer stage</p>	21/07/2021 13:57 GMT	<i>EMSA's answer: Yes, the letter of commitment from the proposed guarantor, specifying the commitment and willingness to issue a performance guarantee in case the company is awarded the contract, needs to be submitted together with the offer.</i>	<u>23/07/2021</u>
14	b) Is there any form?	21/07/2021 13:57 GMT	<i>EMSA's answer: Please refer to EMSA's answer to question no.4 above - 'Draft letter of commitment' form.</i>	<u>23/07/2021</u>
15	We would like to know if a specific format is expected or preferred for the response to this Call for Tender (EMSA/NEG/10/2021): do you provide a response framework for the timeline, budget and technical proposal? If not, do you have a preferred format for the response (Word, PowerPoint, etc.)?	23/07/2021 07:51	EMSA's answer: There is no specific standard format required by EMSA. The bidders may submit the offer in any format as long as they provide with their offer all the documentation and information as specified in Section 11 of the 'Tender Specifications' and the other cross-referenced sections mentioned therein.	23.07.2021
16	Do we need to provide an English translation of the supporting documents (e.g.: financial statements, statement of the overall turnover, recent extract	29/07/2021	No English translation is required for the supporting documents.	3007/2021

	from the judicial record, etc.)? If so, must the translation be made by an official translator?			
17	a/ In the case of a joint offer, must the "Letter of commitment from Guarantor" be provided by the main tenderer, or can it be provided by any of the partners? b/ Must every partner provide said Letter of commitment, or does one letter for the whole grouping suffice?	29/07/2021	The "Letter of commitment from Guarantor" shall be provided by the proposed Guarantor (e.g. bank) stating its commitment to release guarantees, in case of award, for the main tendering entity (the one signing the contract if awarded).	30/07/2021
18	For the maritime expert, what are the priority skills required and could you specify more precisely what you mean by "experience in ship traffic management"?	29/07/2021	For the maritime domain projects expert - the proposed profile(s) have to fulfil all standards listed in section 14.5.1 Team letter b). By "experience in ship traffic management" is meant experience such as the ones related to design, implementation or operation of vessel traffic systems (VTS) or similar systems dealing with vessel traffic monitoring, based on ship tracking and positioning (AIS or other vessel position reporting systems).	30/07/2021
19	In the invitation to tender, page 1, you mention the following: the offer shall be duly signed by the authorised representative, scanned	04/08/2021 11:45	19A) A qualified electronic signature with datestamp can substitute any and	10/08/2021

	<p>and submitted by email. The size of the email may not exceed 12 Mb per one email. <i>Questions:</i></p> <p><i>A. Is it allowed to use DocuSign for the signature of the documents, or is a manual signature mandatory?</i></p> <p><i>B. Looking at the large number of documents (and evidence) that have to be submitted, and the fact that our firewalls only allows emails up to 10Mb to be sent: is it allowed to submit our final response with all the evidence requested in more than 1 email? If not, is it allowed to place our final response on an external share and provide EMSA through email with the link to that location to download all documents?</i></p>		<p>every physical signature requested</p> <p>19b) More than one email can be submitted as long as the complete tender is submitted within the deadline.</p> <p>In the interest of fair competition - as it would hamper the assessment whether the tender was modified digitally after the deadline - EMSA cannot accept any link.</p>	
20	<p>Declaration of Honour, page 18. <i>Do we understand correctly that provision of the supporting evidence, upon request by EMSA to the successful tenderer, applies to joint bids only and does not apply to subcontractors?</i></p>	04/08/2021 11:45	<p>Supporting evidence on exclusion situations as referred to under section 15 of the Tender Specifications, will be asked only to the successful tenderer, including subcontractor(s) if the subcontracting is substantial because of the nature of the task(s) to be performed or significant in terms of volume/proportion, or where the tenderer relies on the capacities of subcontractor(s) to fulfil they selection criteria. The exclusion criteria will be</p>	10/08/2021

			assessed in relation to each economic operator individually.	
21	<p>Statement of subcontracting/joint offer - at 1.3.1. you mention: Specify which selection criteria - financial and economic or technical and professional capacity - and be aware that the tenderer must provide the documents which make it possible to assess the selection criteria to the extent that the subcontractor puts its resources at the disposal of the tenderer. <i>Please explain and specify what you mean here.</i></p>	04/08/2021 11:45	<p>As mentioned under Section 10 of the Tender Specifications, the evidence for the selection criteria (technical and/or financial capacity) on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil the relevant selection criteria (technical and/or financial capacity).</p> <p>The evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the relevant selection criteria.</p>	10/08/2021
22	<p>Legal entity form: <i>does tenderer have to include legal entity forms and evidence from subcontractors in its response? Please elaborate.</i></p>	04/08/2021 11:45	<p>No, the tenderer is not requested to include in its offer the legal entity form and related accompanying evidence from the subcontractor(s).</p>	10/08/2021

23	<p>COVID-19 still impacts most of Organizations and during Summer period there are more measures taken due to remote work and staff's longer vacation period which will impact our ability to tender. In fact, the available time provided to submit a sound and high quality proposal, on such a demanding and technically complex tender, including all the required administrative documents is considered very short and will not allow us to bid.</p> <p>Subsequently, could you please extend the deadline for the submission of the proposal by 4 weeks (end of September) to allow us to prepare for EMSA and Member States a competitive and attractive proposal?</p>	04/08/2021 16:55	EMSA cannot at this time agree to an extension of deadline of submission of the proposals beyond the current deadline of 25/08/2021.	10/08/2021
24	<p>24A Can start-ups (small SMEs) participate in the bid?</p> <p>24B It is impossible for starting companies, even if with large AI/ML & Maritime knowledge, to present documents related to previous 2 financial years, though.</p>	7/08/2021 18:51	<p>A) Start-ups can participate to this procurement procedure.</p> <p>B) In case your company is not able to fulfil the selection criteria alone you may envisage to submit a joint offer (with other partners) or to rely on the capacities of other company(ies) to fulfil the selection criteria. You shall in that case prove that you will have at your disposal</p>	13/08/2021

			the resources necessary for the performance of the contract by producing a commitment by the company(ies) to that effect.	
25	Must all documents in the Tenderer-Checklist have to be submitted also for subcontractors?	7/08/2021 18:51	The documents referred to in the tenderer's checklist must be submitted by the tenderer. The DoH must also be submitted by the subcontractor(s) if the subcontracting is substantial because of the nature of the task(s) to be performed or significant in terms of volume/proportion, or where the tenderer relies on the capacities of subcontractor(s) to fulfil the selection criteria.	13/08/2021
26	Can the work distribution/and budget between the partners be modified during the project?	7/08/2021 18:51	The assessment of the quality of the proposed team structure in terms of break-down of tasks, involvement and interaction of each team member within the project is part of the award criteria as per Section 16 of the Tender Specifications. Accordingly, any change in that respect that may occur during contract implementation must be	13/08/2021

			promptly notified and is subject to reassessment by EMSA.	
27	<p>Could you please advise how our existing intellectual property rights and our confidential information is protected under the Service Contract and how we could seek recourse in the event that these rights are compromised by EMSA? As far as we understand the Service Contract, It seems that we have no proper way to terminate the contract or claim damages suffered, unless in case of wilful misconduct or gross negligence, which in practice are hard to prove. Please elaborate.</p>	16/08/2021 07:46	<p>The contractor's existing intellectual property rights are protected pursuant to Articles I.10 and I.13 of the Contract.</p> <p>The contractor's confidential information is protected pursuant to Article II.8 of the Contract.</p> <p>The contractor may terminate the Contract pursuant to Articles I.11 and II.18.2 of the Contract.</p> <p>Dispute resolution is described in Article I.12 of the Contract.</p>	19/08/2021
28	<p>Section II.13.1 states that the contracting authority acquires irrevocably worldwide ownership of the results and of all intellectual property rights under the contract. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the results and to all technological solutions and information created or produced by the contractor or by its subcontractor in performance of the contract. In the service contract, section II.13.2 (d) and II.13.3 of the General Conditions for Service Contracts, it is stated</p>	16/08/2021 07:46	<p>a. In line with Articles I.10.3, II.13.3 and II.13.4 of the Contract, a list of all pre-existing rights incorporated in the results must be disclosed to EMSA by the contractor using the appropriate form and, in line with Articles I.10.2 and II.13.2 of the Contract, those pre-existing rights</p>	19/08/2021

	<p>that the contracting authority acquires certain exclusive rights on pre-existing materials, for which Intellectual Property rights are owned by Contractor. We have the following questions:</p> <p>a. Does that mean that Contractor as the owner of IP on pre-existing materials will no longer have the rights specified under exclusive rights (II.13.3)? And that it cannot fully exploit its IP rights any longer, such as (sub)licensing to any other party? Please elaborate.</p> <p>b. The Contractor is a knowledge company, transferring intellectual property rights hinders its efficient operation and innovative capacity, from which all its customers can benefit. Generally speaking it should be possible to reuse or incorporate work products such as models, reports, configuration items, advice, and more into its services. Do you agree to grant the Contractor at least a perpetual, worldwide, non-exclusive, royalty-free license to transferred IP? The Contractor will exclude EMSA confidential or EMSA specific items from such right. Are you willing to discuss this further if the tender is granted to contractor?</p>		<p>are licensed to EMSA, so that the results may be fully and lawfully used by EMSA as per Article II.13.3.</p> <p>b. Pursuant to Articles I.10.1 and II.13.1 of the Contract, the ownership of the results is transferred to EMSA and the contractor may not use the results, in whole or in part, without seeking EMSA's prior authorisation, except in what concerns pre-existing rights dully pre-identified by the contractor as described above.</p>	
29	Regarding payment terms, the service contract states a 60 days payment term from receipt of the invoice in section I.5.3. As the European Commission mandates a 30 days standard payment term for member states as per	16/08/2021 07:46	Pursuant to Article 116 of the EU Financial Regulation (Regulation 2018/1046 of 18 July 2018), applicable to EMSA and to all Member States, payments shall be	19/08/2021

	Directive (EU) 2011/7, could you please advise that the service contract can be modified in accordance with such mandate?		made within 60 calendar days for all contracts for which payment depends on the approval of a report.	
30	We kindly ask you if it is possible to sign the offer using a Digital Qualified Signature from our authorized representative	19/08/2021 11:51	Digital Qualified Signature is accepted	20/08/2021
31	<p>The “Letter of commitment from Guarantor” due to COVID restrictions, the time for drafting bank documents has lengthened extremely in (REDACTED), additionally we are now in the summer holidays which many bank employees enjoy, and, for this reason, we are not sure we will be able to provide the requested letter of commitment by 25/8.</p> <p>Should the bank fail to provide the document in time, would it be possible for us to send you a document declaring that the letter of commitment will be provided in due time as soon we receive it from the bank?</p>	19/08/2021 11:51	If the letter of commitment is not provided by the deadline of submission, it will be requested by EMSA during evaluation stage. If it is not timely provided upon request by EMSA, it will lead rejection of the tender due to non-compliance with the procurement documents.	20/08/2021
32	[...] We kindly request a tender submission deadline postponement to the 15th September 2021 [...].	23/08/2021 06:09	EMSA cannot at this time agree to an extension of deadline of submission of the proposals beyond the current deadline of 25/08/2021.	23/08/2021

Requests for additional information regarding this procurement procedure shall be sent by e-mail to the following address **NEG102021@emsa.europa.eu**.

Requests for additional information received less than six working days before the closing date for submission of tenders may not be processed.

The deadline for submission of the tenders is 25/08/2021.

The responsibility for monitoring the Agency's website for replies to queries and/or further information remains with potential tenderers.