

ENCLOSURE T.1 - TENDER SPECIFICATIONS

Enclosed to Procurement Procedure No EMSA/CPNEG/3/2021 - Service Contract for Equipment Assistance Service (EAS) – Black Sea

Competitive procedure with negotiation

Phase II – Invitation to Tender

Note to Candidates

Following Phase I, Request to participate Phase, pre-selected candidates for EMSA/CPNEG/3/2021, will be invited to submit a tender to this Competitive procedure with negotiation in accordance with the rules set out in the Invitation to Tender and associated Enclosures, Appendices and Annexes.

These **Tender Specifications** are published in the Request to participate Phase. Requirements therein will only have to be addressed by those pre-selected candidates invited to tender.

Such invitation to tender is expected to take place in July 2021.

It must be noted that in the tender documentation any mention of the terms “candidates” or “requests” is in reference to Phase I of the procedure and any mention of the terms “bid”, “tender” or “tenderers” is in reference to Phase II.

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1. Procurement Procedure in the Phase II (Tender Phase)

In this Tender Phase the tenders submitted will be assessed against the following:

- a) Grounds for rejection of the bid as established by these Tender Specifications:
 - Respect of minimum requirements regarding the Contract objectives and scope: top-up principle (point 2.1), geographical scope (point 2.2), contractual framework of the EAS (point 2.3), project phases and timetable (point 2.4), potential equipment to be stored, maintained and operated within the EAS (point 2.5) and initial and additional services (point 2.6);
 - Respect of the maximum budget ceiling for the initial services P1 (point 5). The maximum budget ceiling is EUR 1,000,000.00 (P1).
- b) Evaluation of the tender against the Award Criteria (point 11): those tenders complying with the minimum requirements as established in these Tender Specifications and respecting the maximum budget ceiling will be evaluated according to the criteria identified under point 11 of these Tender Specifications.

N.B.: where general and/or specific aspects are identified as “**preferred**”, the tenders meeting such aspects will be evaluated higher.

2. Contract objective and scope – minimum requirements

2.1 “Top-up” principle

In accordance with the Agency's founding Regulation (EC) N°1406/2002 as amended, the mandate of EMSA is not to replace but to “top-up” the national pollution response resources. Consequently, the Contract cannot be awarded to a company offering resources for the performance of the EAS Contract when these resources are already contracted for oil pollution response services by an EU Member State, Iceland, Norway or a third country sharing a regional sea basin with the EU. The resources offered shall be dedicated to the performance of the EAS agreement and shall remain available via EMSA to the affected coastal State requesting assistance.

2.2 Geographical scope

The arrangement shall be located within the Black Sea on the coastline of Bulgaria or Romania.

In order to minimise costs related to the Equipment Condition Tests, the arrangement must be located within 20 km from a commercial port area.

The Contractor shall ensure efficient and quick equipment and/or dispersant delivery to handover sites located in the above defined area as well as be capable of swiftly mobilising personnel. If so requested, the EAS Contractor shall also be capable of covering a broader geographical scope of operation including all European regional seas. Given logistical and technical considerations these other areas would probably be adjacent to the designated area.

Road is the default transport mode of the equipment and/or dispersants to the handover sites. To enable efficient and quick mobilisation, the storage space shall be located in an area with easy access to different means of transportation. The storage space offered must have easy access to port and road infrastructures, as well as railway and air transportation.

2.3 Contractual framework of the EAS

The service will be structured and specified in the three types of contracts as follows:

- A **Framework Contract for Services** (Enclosure T.2 to the Invitation to Tender) between the tenderer awarded the Contract and the Agency for the provision of the EAS. The Framework Contract sets out general performance framework;
- **Specific Contracts** (Annex IV to Enclosure T.2) between the tenderer awarded the Contract and the Agency for the provision of the particular services - elements of EAS (logistics, transportation, storage, equipment maintenance, mobilisation arrangements, personnel, insurance, technical support personnel, equipment testing);
- **An Incident Response Contract - Equipment (IRC-E)** between the tenderer awarded the Contract and the entity requesting the provision of pollution response services (for rapid mobilisation of specialised equipment and/or dispersant with or without technical support personnel) during an incident. In order to improve equipment mobilisation time, the IRC-E will include pre-agreed terms, conditions and tariffs for the provision of assistance. The use of the IRC-E is mandatory for the company awarded the Framework Contract.

It must be noted that there are two types of IRC-E:

- one applicable for the public entities - EU Member States, Norway, Iceland and third countries (Annex III to Enclosure T.2), and
- the other one applicable for private entities - e.g. the owner of the polluting ship, oil and gas operators or their contractors (Annex VI to Enclosure T.2).

In both IRCs, the Contractor's main obligations are the same.

2.4 Project phases and timetable

2.4.1 Project Phases and related tasks

The estimated date for signature of the Framework Contract is November 2021.

Following the signature of the Framework Contract, an initial Specific Contract will be signed between the tenderer awarded the Framework Contract and EMSA. The scope of this first Specific Contract will be the provision of the initial services as per point 2.6.1 below and the requirements in these Tender Specifications. The expected date for signature of the first Specific Contract is January 2022. However, depending on EMSA's budget availability, the signature of the first Specific Contract could be advanced to November 2021.

For the initial EAS arrangement, as per requirements under 2.6.1, the following two Phases will be applicable. For additional services as per point 2.6.2, only the Stand-by Phase will be applicable.

1. Preparation Phase:

During this Phase the Contractor will have to:

- If needed, adapt the storage area for equipment and the testing area for the equipment;
- Arrange for the logistics, lifting equipment, insurance, equipment maintenance procedures, 24/7 emergency procedures and certification for the team members assigned to the EAS Contract. Where the Contractor does not have these capacities on its own, this implies pre-establishing logistical arrangements for emergency mobilisation including for the availability at short notice of adequate transportation and handling means in a way that those means will be available for the mobilisation of the equipment and dispersant at any time;
- Upon EMSA's request, support the import of the OSR equipment in the country where the storage facilities are located. This support would include where necessary to act as EMSA's representative for

- liaising with the relevant customs offices, to assist in facilitating clearances, submission of customs documents and declarations;
- d. Upon EMSA's request, transport and hand-over equipment (including insurance cover during handling and transport) to any third party indicated by EMSA. These transportation services would usually be from or to other EMSA contracted storage facilities;
- e. Receive, check, store properly, label (labels and labelling instructions to be provided by EMSA) and inventory the equipment sets;
- f. Prepare and submit to EMSA the Preparation Phase Completion Report.

The Preparation Phase will start upon signature of the Specific Contract No. 1 by the last contracting party and will last for a maximum of 4 months.

A Completion Report shall be submitted to EMSA at the end of the Preparation Phase. Within 14 days of receipt of the Completion Report, EMSA representative will visit the storage facilities, provided, however, that the completion report is comprehensive and that all activities related to the preparation phase listed above have been completed.

Within maximum 10 days following EMSA visit of the storage facilities, EMSA will issue an acceptance note, provided, however, that all contractual conditions and requirements to complete the preparation phase have been fulfilled by the Contractor.

The transfer of the initial equipment listed from point 1.1 to point 1.5 of Appendix 1 – “List of equipment” shall occur at a date to be proposed by EMSA and to be agreed by the Contractor. Prior to the equipment and dispersant handover, the Contractor shall ensure that all amenities, facilities and conditions required for the storage of the equipment and dispersant are in place. It shall have arranged for the appropriate storage and insurance cover.

The equipment items (as listed from point 1.1 to point 1.5 of Appendix 1 – “List of equipment”) to be integrated in the EAS arrangement resulting from this procurement procedure are currently stored under a separate contract for Equipment Assistance Services. It is foreseen that the previous EAS Contractor will be contracted for the equipment transportation services to the new EAS arrangement location. However, EMSA reserves the right to request quotations for transportation services to the new EAS Contractor and to order the transportation services from the new Contractor through a separate Specific Contract as per article I.4.1 (c) of the Framework Contract.

The cost of the Preparation Phase will be compensated by EMSA by an amount equivalent to one quarter of the Annual Service Availability Fee. Any transportation services (point (d)) requested during the Preparation Phase would be based on maximum unit prices under P3 (total estimated cost of exercises and mobilisation) and quotations approved by EMSA and would be reimbursed by EMSA in accordance with Article I.5.5 of the Framework Contract (Enclosure T.2).

2. Stand-by Phase:

During this Phase the Contractor will have to:

- a. Ensure readiness for mobilisation: 24/7 emergency contact point and associated personnel, transport and handling means and logistics;
- b. Upon EMSA's request, support the import of the OSR equipment and/or dispersant in the country where the storage facilities are located. This support would include where necessary to act as EMSA's representative for liaising with the relevant customs offices, assist in facilitating clearances, submission of customs documents and declarations;
- c. Receive, check, store properly, label (labels and labelling instructions to be provided by EMSA) and inventory equipment sets and dispersant;
- d. Perform the equipment maintenance;

- e. Test the operational condition of the equipment on a regular basis through actual deployment of the equipment on water;
- f. Provide all logistics for equipment deployment as part of the equipment condition tests, including personnel and assisting support boats;
- g. Participate with all team members assigned to the EAS Contract to familiarisation training sessions provided by trainers contracted by EMSA. These training sessions will involve equipment deployment and will be considered as an Equipment Condition Test;
- h. Participate in notification exercises;
- i. Have in place an all-risk insurance cover for the equipment and dispersant whilst in storage, handling and transportation and for the equipment during deployment on water as part of the equipment conditions tests, exercises and actual oil pollution response operations;
- j. Transport and hand-over equipment and/or dispersant (including insurance cover during handling and transport) to the following Contractor or any third party indicated by EMSA, where applicable;
- k. Have the Equipment and any Technical Support Personnel (if technical support personnel is requested) mobilised for the purpose of international/national pollution response exercises. Upon completion of the exercise, the Contractor shall take redelivery of the equipment and transport it back to the contracted storage facilities;
- l. Upon EMSA's request, enter into an IRC-E with a Requesting Party, have the Equipment, dispersant and any Technical Support Personnel (if technical support personnel is requested) mobilised and delivered, following transport, to the Requesting Party as well as demobilisation and transport back of the equipment;
- m. If technical support personnel is requested by the Requesting Party, the personnel will provide the equipment handover including familiarisation of the Requesting Party with the equipment and, if requested, assist the equipment deployment and use by the Requesting Party as part of the operational activities;
- n. Cooperate with EMSA on the organising of equipment training sessions for the benefit of stakeholders such as national pollution response authorities' personnel.

The Stand-by Phase will start the day following acceptance of the Completion Report by EMSA and will last for 21 months.

The Stand-by Phase can be renewed up to two times, each time for a maximum period of 12 months.

The costs incurred by the Contractor for the services listed from point (a) to point (i) above will be paid by EMSA as part of the Service Availability Fee, on a quarterly basis as specified in the Framework Service Contract and relevant Specific Contract.

Any transportation services (point (j)), mobilisation lump sum and technical support personnel if so requested would be reimbursed by EMSA in accordance with Article I.5.5 of the Framework Contract (Enclosure T.2) and quotations provided by the Contractor.

When EMSA requests participation in international or national oil pollution response exercises with the equipment, costs related to equipment mobilisation and demobilisation, transport costs and if so requested extended insurance cover costs and availability of technical support personnel will be reimbursed by EMSA in accordance with the Framework Contract (Enclosure T.2) and quotation provided by the Contractor.

The costs associated with equipment mobilisation and demobilisation within the context of actual oil pollution response operations will be reimbursed by the Requesting Party on the basis of the IRC-E.

2.4.2 Project timetable

A range of project milestones are identified in the table below for the Framework Contract and the first Specific Contract. These milestones are **indicative** and relate to actions to be taken by both the Contractor and the Agency.

| Event | Comment | Indicative date |
|--|--|---|
| Signature of the Framework Contract | | November 2021 |
| Kick-off meeting | The purpose of the kick-off meeting is to enable both contracting parties to discuss the project, as well as to settle all the details of the work to be undertaken. It is expected that the project manager of the Contractor will be present at the kick-off meeting. The meeting could either be held remotely via videoconference or at EMSA premises. In any case, EMSA will not reimburse the costs for participating to the kick-off meeting. | December 2021 |
| Signature of initial Specific Contract | Initial equipment arrangement This starts the Preparation Phase of the Contract | January 2022 Depending on EMSA budget availability, the signature of the first Specific Contract could be advanced to November 2021. |
| Preparation Phase | Organisation of staff and logistics. Preparation of the storage facilities and contracting insurance. Entering into necessary arrangements to ensure emergency stand-by. | Within four months as from initial Specific Contract signature |
| Interim visits to Storage | EMSA may visit the storage | |
| Transfer of the initial oil pollution response equipment | Transfer of the equipment listed from point 1.1 to point 1.5 of Appendix 1 – “List of equipment” | During the Preparation Phase |
| Completion Report | Contractor to submit a Completion Report to EMSA | Maximum four months after the date of signature of the first Specific Contract |
| Visit to the storage space to verify Completion Report | EMSA to inspect the storage | Within 14 days of Completion Report submission |
| EMSA's assessment of Completion Report finalised | Issue of Acceptance Note by EMSA if Completion Report accepted. | Within 10 days from visit |
| Compensation for the Preparation Phase payment request | Contractor to submit invoice | Within 10 days following issue of Acceptance Note by EMSA |

| Event | Comment | Indicative date |
|--|--|---|
| Stand-by Phase of Contract starts | Stand-by | May 2022 |
| Tests (deployment of the equipment set in normal operational conditions) | | At least one test per equipment set every two years. Maximum six tests per year (12 months) |
| Service Availability Fee Payment Requests | Contractor to submit invoices and quarterly Activity Reports. | At the end of each calendar quarter |
| Potential activation of the Equipment Assistance Service | | Any time during the Stand-by Phase |
| Stand-by Phase of Specific Contract 1 ends | | 21 months after the start of the stand-by phase |
| Potential renewal of the stand-by Phase | The Stand-by Phase can be renewed up to two times, each time for a maximum period of 12 months | |

2.5 Potential equipment to be stored, maintained and operated within the EAS

The scope of the EAS foresees the management of a range of different equipment systems, containerised in 10ft and/or 20ft ISO containers, on flat racks or as stand-alone. This shall be taken into account in the service arrangement. It is envisaged that the initial EAS arrangement will include equipment sets as per the list and information in Appendix 1.

Please note that the list provided under Appendix 1 refers to the content of the initial equipment package as well as additional equipment that may be integrated in the EAS stockpile during the period of the Contract.

2.6 Initial and additional services

2.6.1 Initial EAS arrangement

The initial arrangement of the EAS will be established during the Preparation Phase. The EAS initial arrangement includes all services and activities listed from points 2.6.1.1 to 2.6.1.11 and will be contracted through the Specific Contract No. 1. Tenderers shall take these initial services and the associated costs into account when presenting their financial offer for the **Price for the initial EAS arrangement (Service Availability Fee (P1))**, except for the participation in exercises (point 2.6.1.7) and any ad-hoc transport services requested by EMSA, for which mobilisation, transport and personnel costs will be reimbursed by EMSA as per Framework Contract and quotation provided by the Contractor respecting the maximum unit prices under **P3** (prices for exercises and mobilisation).

2.6.1.1. Initial storage space for equipment

The minimum storage space required is 600 m² of indoor space for the storage of the equipment sets (either containerised or non-containerised). The minimum storage space must be at one single location.

Storage spaces with an indoor storage capacity higher than the minimum required (i.e. 600 m² indoor) are **preferred**.

The initial storage space offered shall be dedicated to EMSA. If the initial storage space offered is within a larger warehouse where other goods are stored, the initial storage space must be separated by physical walls from the rest of the warehouse and information shall be provided as part of the tender regarding the type and quantity of goods stored, their location compared to the EMSA dedicated storage area, as well as regarding the warehouse access rules. Special care must be taken by the Contractor regarding safety and security in the storage area to avoid any loss of or damage to the equipment and to maintain its integrity and good condition. When planning the storage of the equipment, tenderers shall therefore consider that the equipment shall not be stored nearby goods which may affect the status of the equipment or cause any form of deterioration (e.g. hazardous materials, dusty atmosphere, etc.).

Warehouses entirely dedicated to EMSA and not shared for the storage of other goods or other purposes are **preferred**.

The undisturbed and constant availability of the contracted storage facilities during the whole duration of the Framework Contract and of any Specific Contract concluded under the Framework Contract is one of the key aspects of the service. This generally implies that the initial storage space offered must be owned, rented or in any other way under the control of the tenderer for the requested services during the whole the duration of the Framework Contract and any resulting Specific Contract.

As evidence of this control, the tenderer must, as part of the tender, supply proof of ownership or rental contract or any other proof (such as an undertaking from the storage space owner) that the proposed initial storage space will be under the control of the tenderer for the purposes of the EMSA services by the expected time of signature of the Framework Contract. The Agency reserves the right to request any documentary evidence it deems necessary or useful in order to verify this important point. If not already provided at the tender stage and where the tenderer does not own the offered storage spaces, the successful tenderer must provide before signature of the Framework Contract by EMSA and within the deadline given by EMSA copy of the final rental contract concluded with the storage space owner.

Tenderers shall offer only one storage solution and not provide multiple alternatives for EMSA to choose. The warehouse offered must be built by the deadline for submission of tenders as indicated in the Invitation to Tender. This is a minimum requirement, so tenderers offering a warehouse to be built or to be extended in order to be compliant with the minimum storage space required, or in the process of being built or extended, will not be considered for award of the Framework Contract.

The Contractor shall ensure access to the stockpile for EMSA or a third party authorised by EMSA at any time. Visits to the stockpile will be announced by EMSA at least one week in advance. The Contractor's assistance shall be provided during such visits. Assistance may include personnel as well as handling and lifting means (e.g. forklift truck, crane) to move equipment for the purpose of inspection. The cost of such assistance will be covered by the Service Availability Fee.

The EMSA dedicated indoor storage space must be:

- Fully enclosed indoor space, covered by a roof and side walls;
- Gated, with a gate entrance allowing movement of a 40ft container on a trailer;
- Fenced and secured (24/7 security service);
- Equipped with heating capabilities to ensure the temperature inside stays above +5°C (in areas where outside temperature drops below that level);
- Provided with electricity, adequate lighting, fire-fighting means and fresh water supply.

Buildings with existing or proposed high standard of environmental performance in terms of energy efficiency and sustainable use of resources **are preferred**. For the purpose of evaluation, only the indoor storage space allocated to EMSA for the storage of the equipment and potential amenities available for use related to the Contract implementation such as meeting rooms, staff facilities, technical rooms or workshops will be considered. In providing evidence regarding the building environmental efficiency, tenderers shall include information and, where available, documented proof on the following elements:

- Design, construction and maintenance of the building, whether it is new-built or has been subject to a major renovation in the past, with a focus on those elements that ensure its environmental performance (e.g. glass surface area for use of natural light, sustainable construction materials);
- Building's energy performance in terms of lighting, heating, cooling, ventilation, use of renewable energy sources (e.g. solar panels, geothermal heating);
- Efficient use of resources (water consumption, re-use of technological / cleaning water, collection and use of rainwater) during Contract implementation;
- Reduction of waste through established waste management scheme(s).

As evidence of the warehouse environmental performance, tenderers shall provide together with their bids any relevant plans, layouts, material data sheets, energy efficiency certificate(s), reports on sustainability of the building or any other documented proof demonstrating the proposed building's environmental performance, these shall be provided in the bid.

Indoor storage spaces having a safe load limit of the floor allowing storage of double-stacked 20ft containers, weighting in total not less than 16 tonnes, are **preferred**. As reference, the indicative weight for the various equipment sets is provided in Appendix 1. As evidence of the storage space safe load, tenderers must include in their tender relevant technical documentation.

The equipment must be stored in such a way that there is sufficient space to handle it safely and with adequate access for means of transportation.

2.6.1.2. Technical support personnel

For the performance of the EAS, the Contractor shall have adequate technical support personnel. The tasks of the technical support personnel will include:

- Provision of the equipment maintenance and/or repairs;
- Performance of equipment condition tests (equipment deployment);
- Mobilisation and demobilisation of equipment and of dispersant;

A minimum of four persons shall be offered as part of the tender and be available during Contract implementation to provide the above services as technical support personnel. However, the number of technical support personnel offered shall not exceed six in order to ensure efficiency of the activities.

Out of the minimum number of four technical support personnel, for the purpose of providing assistance to a Requesting Party during emergency operations and exercises, the Contractor shall ensure that a minimum of two technical support personnel are available at any given time during Contract implementation for providing assistance and guidance for the deployment and correct use of the equipment from a support vessel under the control of the Requesting Party, as part of clean-up operations or during at-sea exercises, if so requested by the Requesting Party.

The tasks of these two technical support personnel shall include:

- Co-ordinating the equipment condition tests (equipment deployment);
- Upon request, providing assistance to a Requesting Party during equipment handover under an IRC-E or within the framework of an exercise;
- Upon request, providing assistance to a Requesting Party during equipment deployment and use in an emergency response operation or within the framework of an exercise;
- Upon request, providing assistance during EAS equipment training sessions either at the location of the warehouse or at a different location to be indicated by EMSA.

The tenderer shall ensure that the two staff members, whose capacity and experience were proposed during the Request to Participate Phase (Phase I of this procedure) to fulfil the selection criteria for technical and professional capacity under point 10.4.1 (b) of the Request Specifications, are the same ones assigned with the above tasks of provision of actual assistance during equipment handover, deployment and use as part of an exercise or in an emergency response operation. This shall be reflected in the staff list in Part G.3 of the Bid template (Enclosure T.3).

When providing assistance to a Requesting Party, the tasks of the technical support personnel will be exclusively limited to technical assistance and guidance related to the correct use of the equipment (e.g. preparation, start-up, deployment and retrieval of the equipment), and shall not include any guidance on pollution response strategies to be followed while operating the equipment. The duration of the provision of such services by the technical support personnel on-board a support vessel will depend on the needs of the Requesting Party and the clean-up operations circumstances. Demobilisation of the Technical Support Personnel will be mutually agreed between the Requesting Party and the Contractor under an IRC-E.

For the purpose of the equipment handover or provision of technical assistance under an IRC-E or within the framework of an exercise, services provided by the technical support personnel will be compensated by the Requesting Party (under an IRC-E) or by EMSA (during exercises) according to a daily rate as described in part 10.4 of this document.

The technical support personnel shall have a good command of English as they will have to perform the required tasks and to deliver services within an international working environment. This is requested so that they are able to interact with EMSA and the Requesting Party officials and to follow the equipment manufacturers training (please see point 2.6.1.4 (b) below).

It is **preferred** if the proposed technical support personnel have been part of environmental training programme(s) on the environmental policy / management system of the company and on the environmental impact of their work. For the purpose of verifying this aspect, tenderers shall provide together with their bids, relevant training certificates and/or records of the training sessions.

2.6.1.3. Oil pollution response certification and training

a) Certification

During the Preparation Phase, all the members of the team assigned to the EAS (including technical support personnel, project manager and emergency contact point) shall receive specific training on at-sea oil pollution preparedness and response. This will be a course involving a combination of classroom and practical training with a main focus on safety issues and operational procedures for handling of oil pollution response equipment. The basic requirements for the course are the following:

- The course must be at least IMO OPRC Model Course Level 1 – First Responder.
- The course must be conducted by an organisation or an expert approved or accredited by the Competent Authority of a Member State.

The relevant training certificates for each team member shall be presented to EMSA as part of the Completion Report. Each time new team members join the service, they must also be trained according to these specifications within the first two weeks of their assignment if they have not received such training previously. Moreover, the Contractor will have to organise a refresher course for all team members every two years.

b) Training by EMSA

Following delivery of equipment at the EAS stockpile, EMSA will support a training program to the team members assigned to the service. This training will be provided by trainers as indicated by EMSA. The training activities will consist of theoretical sessions about the equipment capabilities, functionalities and maintenance requirements as well as equipment deployment in water, performed by the Contractor staff with the guidance and assistance of the trainers.

2.6.1.4. Maintenance

The Contractor shall ensure the equipment maintenance in accordance with the relevant manufacturers' specifications and requirements of the Equipment Maintenance Guidelines (attached as Appendix 4 to these Specifications). Following delivery of the equipment and relevant documentation, the Contractor will develop specific oil pollution response equipment Maintenance Plan for each type of equipment stored in the EAS arrangement.

Under part G.1.2 of the Bid Template (Enclosure T.3), tenderers shall describe the envisaged maintenance procedures and associated logistics. For this purpose, tenderers shall consider maintenance of equipment items listed from point 1.1 to point 1.9 of Appendix 1 (List of equipment).

The Maintenance Plan shall be submitted to EMSA together with the Completion Report and implemented by the technical support personnel during Contract implementation. EMSA will monitor the execution of the Maintenance Plan. The Contractor will ensure and confirm within the offer as a minimum 8-person days per calendar quarter for the check and maintenance of the EAS equipment. All costs related to the maintenance, including tools and materials such as fluids, lubricants, fuel, consumables etc., shall be borne by the Contractor.

2.6.1.5. Mobilisation Service

The following requirements (points (a) to (c) below) regarding the mobilisation service apply to the equipment, dispersant and the technical support personnel. Detailed specifications regarding the mobilisation procedures are contained in Appendix 2 to these Specifications (EAS Mobilisation Procedures).

The tenderers shall include a draft Mobilisation Plan as part of the tender submitted. This Plan shall as a minimum address the elements detailed under point 5 of the EAS Mobilisation / Demobilisation Procedures (Appendix 2 to these Specifications).

a) Emergency Mobilisation Contact Point

The Contractor shall maintain 24 hours a day, 7 days a week emergency contact point in order to ensure the equipment mobilisation at short notice. Upon request of EMSA, the Contractor must enter into an IRC-E with the Requesting Party indicated by EMSA.

The Emergency Contact point shall have access to internet, mobile phone, fixed phone line and fax.

Staff ensuring the 24/7 emergency mobilisation contact point must have a good command of English.

b) Readiness, logistics and transportation

At all times the equipment must be maintained in operational readiness for immediate dispatch. Equipment must also be adequately packed. An associated packing list must be in place.

A key aspect of the service is that means for the swift equipment mobilisation including lifting equipment and transportation by trucks must be pre-arranged during the Preparation Phase and must be maintained during the whole Contract Stand-by Phase in a way that they will be readily available for the equipment and/or dispersant mobilisation within the agreed mobilisation time.

Loading machinery (e.g. forklift trucks, cranes) and transport vehicles used for the purpose of implementing the Contract with a low environmental impact are **preferred**. This includes machinery and vehicles with low CO₂ emission (e.g. compliant with the latest European emission standards, gas-powered) and/or equipped with technologies meant to reduce or eliminate greenhouse gas emissions, such as hybrid or full electric vehicles or machinery. As evidence to allow the assessment of this element, tenderers must provide together with their bids the certificates of conformity of the vehicles or the technical sheet of the machinery where these technology specifications are stated. For battery electric vehicles or machinery, the more reliable and durable the batteries

(longer warranty period) the more points will be allocated. As evidence, the tenderers must present a declaration with the warranty terms.

An important element of the service is also the swift availability of technical support personnel for the handover and assistance to the Requesting Party during equipment deployment. It is therefore required that the technical support personnel designated for assisting the Requesting Party during equipment handover and deployment shall remain available within maximum 400 kilometres from the equipment storage location in order to be rapidly mobilised and to be able to reach the designated place of handover in a timely manner before arrival of the equipment.

c) Mobilisation

The EAS maximum mobilisation time is 12 hours as from the moment the IRC-E Contract Form is signed by both contracting parties:

- 1) for the equipment and/or dispersant to be loaded on transport means and ready for departure at the stockpile; and
- 2) for the technical support personnel (if so requested) to be ready for departure.

The Contractor has the obligation to mobilise the equipment items and/or dispersant required by the Requesting Party within the maximum mobilisation time (i.e. 12 hours). Depending on the scale and circumstances of the oil spill incident, this can imply the mobilisation of one or all the equipment sets available in the stockpile.

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

The company awarded the Framework Contract will be responsible for arranging for the appropriate means of transportation.

The company awarded the Framework Contract will be responsible to deal with any formalities, transport documentation, entry permits, visas where applicable or other matters in connection with the delivery of the equipment and/or dispersant at the Place of Handover and arrival of the technical support personnel in the country where the services under an IRC-E have to be provided.

As part of the Completion Report to be submitted at the end of the Preparation Phase, the Contractor will have to submit a final Mobilisation Plan.

When calculating the total cost of the initial EAS arrangement (P1), the tender shall consider that it covers any costs linked to establishing pre-arrangements for emergency mobilisation following a request for assistance.

The actual loading/unloading costs (mobilisation lump sum), equipment and/or dispersant transport, extended insurance cover for the equipment and personnel rates and related costs such as transport/travel costs will be reimbursed by the Requesting Party on the basis of the IRC-E as per the maximum tariffs quoted under **P3** (Costs for exercises and mobilisation) (point 10.4 below).

2.6.1.6. Testing functionality and operational readiness of the equipment (Equipment Condition Tests - ECTs)

Within the scope of the overall service, the Contractor shall perform ECTs (deployment of equipment) in order to check periodically the equipment functionality and ensure operational readiness. The equipment deployment on water as part of the training provided by equipment manufacturers to the Contractor's staff following delivery of new equipment as ordered by EMSA is also included within the framework of the ECT program.

An ECT will be compulsory at least once every two years per equipment set, unless the equipment manufacturer specifically recommends for fewer deployments (e.g. fire booms). The maximum number of ECTs per year (12 months), to be included as part of the initial service arrangement, will not exceed six.

The equipment condition tests shall be carried out in line with “Guidelines for equipment condition tests and exercises” (Appendix 3 to these Tender Specifications).

For the purpose of performing any ECT, the Contractor will be responsible for providing all relevant logistical arrangements for transport from the warehouse to the testing area and back following completion of the test, equipment handling, loading and unloading, deployment and manoeuvring in water, as well as the necessary personnel for safe deployment. This shall include as a minimum: the use of truck, forklift, crane as well as a towing vessel. The towing vessel will only be required for those equipment sets requiring towing such as booms and integrated containment and recovery sets but not for stand-alone offshore skimmers.

In terms of manoeuvring the equipment on water, specific requirements for the towing vessels are included in Appendix 3 (“Guidelines on ECT and Exercises”) to these Specifications.

The equipment would be tested under normal operational conditions through deployment on water in port waters from the pier/jetty where such deployment is possible, or from an appropriate floating platform, barge, vessel(s).

Suitable ashore testing facilities for equipment deployment on water may also be acceptable if they can ensure the full functionality testing and full deployment of the equipment.

An alternate testing facility shall be identified and provided in case the main testing facility is not available.

All associated costs will be borne by the Contractor and covered by the service availability fee for the initial services.

For ensuring a better understanding of the proposed testing program, the tender must include, in part G.1.3 of the “Bid Template” (Enclosure T.3), detailed descriptions of all steps required for the preparation and deployment on water of two theoretical equipment configurations as follows:

- Combined recovery system (e.g. Current Buster, Speed Sweep);
- Stand-alone offshore skimmer set (not part of a combined recovery system).

The description shall detail each step of the preparation, equipment deployment and recovery including information on testing of functionality and performance of all the elements and components of the equipment sets in normal operational conditions as well the number of staff involved in the performance of the test.

2.6.1.7. Participation in international or national oil pollution response exercises with the equipment

At EMSA request, the Contractor shall provide the equipment (and technical support personnel if requested to assist during the equipment handover as well as during deployment and use of the equipment) to a coastal State for the purpose of an at-sea exercise. The number of operational exercises per year will not exceed four. For the exercises, the Contractor will apply the same or similar equipment and technical support personnel mobilisation procedure as for actual emergencies, except the IRC-E signature. The cost of the mobilisation and transport for the exercises will be reimbursed by EMSA as per the Framework Contract and quotation provided by the Contractor. However, the transportation costs when the truck is in transit without equipment will not be reimbursed. The daily rate for technical support personnel, if so requested, will be due only for the day or days during which the handover and at-sea activities are performed by the technical support personnel, if so requested by the State organising the exercise and not for the travel time.

Guidelines regarding exercises are contained in Appendix 3 to these Specifications. For information purposes only, the respective obligations and sharing of responsibilities, more particularly those of the State hosting the exercise, are described in Enclosure T.4 to the Invitation to Tender (Equipment Assistance Service Exercise Participation Agreement).

2.6.1.8. Notification Exercises

Within the scope of the overall service the Contractor will be requested to participate periodically in Notification Exercises arranged by EMSA and/or coastal States. The Notification Exercise is a “desktop” exercise and its purpose is to test the EAS mobilisation procedures without actual mobilisation of the equipment. Such exercise includes notification, signature of the IRC-E and internal alert procedure of the Contractor.

2.6.1.9. EMSA logo

EMSA logo must be displayed in a visible place at the front wall of the warehouse and on each side of the fence surrounding the storage area. EMSA will provide the logo template.

2.6.1.10. Insurance

As a minimum, the company awarded with the Framework Contract will have to procure and maintain during the whole duration of the relevant Specific Contracts the following insurance policies:

- a) General third-party liability;
- b) Insurance cover for the dispersant whilst in storage, handling and during any transportation. The requisites for the insurance policy detailed under point (c) (iv) below are also applicable for the insurance regarding the dispersant. Individual IBCs filled with dispersant have an individual acquisition value of EUR 2,550.
- c) All-risk insurance cover for the oil pollution response equipment:
 - i. The insurance shall cover all risks of actual physical total or partial loss of or damage to the equipment during storage, conveyance, transit, handling and deployment in/on water during training (Equipment Condition Tests) and with the possibility to be extended in order to cover the equipment while engaged in operational activities if so requested by the Requesting Party during an exercise or actual oil pollution response operations under an IRC-E (please see under (v) below).
 - ii. Except during exercises and actual oil pollution response operations under an IRC-E, deductibles will be for the account of the Contractor. Deductibles shall be set at a reasonable level. Deductibles below EUR 6,000.00, including for the equipment whilst in use, are **preferred**.
 - iii. As delivery of OSR equipment will already take place during the Preparation Phase, the Contractor shall have the capacity to procure the required insurance cover for the equipment already during the Preparation Phase. A copy of all the relevant insurance policies shall be sent to EMSA should it so request.
 - iv. The contractor shall include the following requisites in the insurance policy:
 - Name EMSA as co-insured and loss payee. The Contractor shall cause the insurers to indemnify EMSA for damage to or loss of the equipment for a maximum aggregate limit reflecting the overall declared value of all equipment items placed under the care of the Contractor and with limit any one item of equipment up to the most expensive equipment item placed under the Contractor's care. Lower limits cannot be opposed to EMSA. The equipment shall be insured on a 'replacement as new' basis. All equipment items are less than five years old and the values mentioned below reflect the 'replacement as new' cost;
 - Include a waiver of the Contractor's insurers' subrogation rights against EMSA;
 - Include provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to EMSA;
 - Include provision for breach of warranty indicating that coverage for the insurance policy will not be invalidated by any action or inaction by EMSA.

For initial services, when establishing their financial offer (P1), tenderers shall consider for insurance purposes that the maximum amount to be insured is EUR 3,000,000 including equipment sets having

individual purchase values in the following indicative ranges: EUR 800,000; EUR 200,000; EUR 100,000 and EUR 50,000.

- v. If so requested by the Requesting Party under an Incident Response Contract-E (IRC-E) or by EMSA as part of an exercise, the all-risk insurance policy shall extend to cover the equipment whilst made available to a Requesting Party under an IRC-E or during exercises. Accordingly, the Contractor and its insurers shall waive their right of subrogation in respect of the Requesting Party, its contractors and subcontractors and employees and workmen of any of the foregoing. Cover shall apply when the equipment is in the care or under the control of the Requesting Party whilst deployed on water including when towed, lifted out of the water and placed into the water, stored at the operational site or on the operational vessel, in transit, being transported including loading and unloading operations and any activity during which damage or loss can occur for the duration of the exercise or of the IRC-E. EMSA shall be the beneficiary of indemnity payable under the insurance for damage or loss occurring when the equipment is placed under the care of the Requesting Party. Such an extension of the insurance cover would require an additional premium. It is impossible to predict the duration of the clean-up operations and therefore the period of time during which the Requesting Party will need the oil pollution response equipment and the associated insurance cover. The additional insurance costs shall therefore be charged per day pro rata the duration of an IRC-E or of an exercise. Under (P3) – costs for exercises and mobilisation in the Price Bid template (Enclosure T.3), for simulation purposes, the equipment value to be considered to be mobilised under an IRC-E or an exercise and to be insured is EUR 250,000. The tenderer shall indicate the insurance rate to be applied. This rate per day shall be all-included of insurance premium, any brokerage fee and any local tax. This rate will be used as a maximum when ordering insurance for the purpose of an exercise by EMSA and for the purpose of actual oil pollution response operations under an IRC-E by the Requesting Party to be applied pro rata the value of the relevant equipment item(s) mobilised and pro rata the number of days of the activities.

- d) Workers Compensation/Employers Liability insurance for the members of the team assigned to the service.

The insurance arrangement regarding the equipment and the dispersant must be properly described under part G.1.4 of the “Bid Template”. Tenderers must include in their bid copy of the proposed insurance contract (cover note, insurance supplier quote, policy and general conditions) for the equipment and for the dispersant.

2.6.1.11. Management

The Contractor shall ensure adequate capacity to manage all administrative and operational activities under the Contract such as establishment and follow-up of procedures, administration of invoices and payments, establishment of logistics and transportation arrangements, management of operational and notification exercises and reporting as per point 4. The Contractor shall appoint a Project Manager responsible for contract management and contacts with EMSA, as well as a back-up replacing the Project Manager in case of absence.

The Project Manager may also ensure the 24/7 emergency mobilisation contact point. However, the Project Manager and back-up Project Manager shall not occupy any of the other functions within the project team (e.g. technical support personnel).

The working language of the Agency is English. All reports, communications and Contract related documentation will be in English. It is therefore required that the Project Manager has a good command of English.

It is **preferred** if the proposed Project Manager has been part of environmental training programme(s) on the environmental policy / management system of the company and on the environmental impact of its work. For the purpose of verifying this aspect, tenderers shall provide together with their bids, relevant training certificate(s) and/or records of the training sessions.

2.6.2 Additional Services

In the course of the four years of duration of the Framework Contract, EMSA may add or replace equipment and additional dispersant to the stockpile that could require additional services on top of those described under 2.6.1.

Therefore, the Contractor shall be able, on request, to provide a price for additional services as listed under points 2.6.2.1 to 2.6.2.4 below.

Tenderers shall take these additional services arrangement requirements and the associated costs into account when presenting their financial offer for the **Price for the total estimated cost of potential additional services (P2)** (point 10.3 below).

The unit prices offered under P2 will be used as maximum price reference for any request for additional services to be accepted by EMSA and translated into an additional Specific Contract under the Framework Contract.

2.6.2.1 Additional storage space for equipment

On request, the Contractor shall be able to provide additional storage space. The additional requested space will depend on the additional equipment to be handled.

It is not required that the additional space is located at the same place as the initial storage area; however, it shall be located as close as possible (preferably not further than 30 km) from the initial storage area to limit the costs linked to visits, equipment transportation and management.

Tenderers shall have the capacity to offer an additional indoor storage capacity of 600 m² for storage of equipment. This additional storage space for equipment must comply with the requirements set for the “initial storage space for equipment” set under point 2.6.1.1 above.

Would EMSA need to accommodate additional equipment items on top of the initial service arrangement, the Agency would contract additional storage space in proportion to the needs until reaching the total of 600m² of indoor storage. The necessary additional services including additional storage space would be contracted through separate Specific Contracts and would be compensated in accordance with Article 1.5.4 of the Framework Contract (Enclosure T.2).

2.6.2.2 Additional storage space for dispersant

Tenderers shall have the capacity to offer, upon EMSA request, an additional indoor storage capacity of minimum 200 m² for storage of dispersant.

It is not required that the additional space for dispersant is located at the same place as the initial storage area; however, it shall be located as close as possible (preferably not further than 30 km) from the initial storage area to limit the costs linked to visits, dispersant transportation and management.

The storage space for dispersant shall meet all recommendations for the storage of dispersant as set in the Dispersant Quality Assurance Procedure attached as Appendix 5 to these Specifications. Furthermore, where appropriate and if so required by applicable laws in the country where the dispersant is to be stored, the Contractor shall be responsible for obtaining any licences, approvals, authorisations or permits for the storage of dispersant. For reference the EMSA dispersant information is provided in Appendix 6.

Dispersant is stored in Intermediate Bulk Containers (IBCs) of 1m³ capacity each (weighting approximately one tonne).

Following delivery of the dispersant and relevant documentation, the Contractor shall perform a monthly visual check of the dispersant as described in the Dispersant Quality Assurance Procedure.

2.6.2.3 Additional insurance cover

Upon EMSA's request, the Contractor shall arrange additional insurance cover for the additional equipment as per requirements under 2.6.1.10 (c) above. The individual and overall values to be declared to the insurers regarding the additional equipment will be supplied by EMSA to the Contractor.

Additional dispersant will also have to be insured as per requirements under 2.6.1.10 (b) above.

2.6.2.4 Additional person day(s) for maintenance

If considered necessary by EMSA, the Contractor shall, upon EMSA's request, arrange additional person day(s) for maintenance of additional equipment.

2.6.2.5 Additional Equipment condition test(s)

EMSA may request ECTs in addition to the six ECTs under the initial services. The Contractor shall conduct these additional equipment condition tests in line with the requirements detailed under point 2.6.1.6.

These will be ordered through a separate Specific Contract and all associated costs (including logistical arrangements and necessary personnel) will be reimbursed in accordance with the maximum price included by the tenderer in the "Price bid Template" under P2.

Should additional equipment be included in the stockpile, this will not automatically require the performance of additional ECTs, on top of those mentioned above. EMSA will decide if and when to request for additional ECTs.

2.7 Environmental policies and Management systems

EMSA seeks to contract sustainable services with reduced environmental impacts. When compared to standard solutions, it is worth to acknowledge and reward tenderers adopting environmental measures, given the higher upfront costs that may be incurred in doing so. At award stage (under Q4 Quality of the environmental performance) the Agency will assess the tenderers' existing environmental policies and/or management systems which the tenderers will also have to apply in carrying out the Framework Contract.

The Agency integrates environmental considerations into this tender procedure in order to encourage tenderers who deliver, on a voluntary basis, higher standards of environmental performance than those already required by law. This is addressed to companies that have established a culture of sustainable business practices, developed environmental policies and implemented relevant environmental management systems.

Consequently, the tenderers and/or any other subcontractor with significant role in performance of the Framework Contract (i.e. those subcontractors whose individual share of the Contract is above 10%) or subcontractors performing critical tasks for the Contract implementation (e.g. warehouse provider, freight forwarder, maintenance services provider) are requested to provide in point G.4 of Enclosure T.3 (Bid Template) their existing corporate environmental policies and/or management system documentation to improve the company's environmental performance and that will be reflected in the implementation of the Contract.

Tenderers and subcontractors with a third-party certified environmental management system (e.g. ISO 14001 or EMAS (Eco-Management and Audit Scheme)) are **preferred**. The relevant certificates and the last internal and external audit reports shall be provided in the bid.

3. Contract management responsible body

EMSA– Unit 1.1 - Sustainability will be responsible for managing the Contract.

4. Reports and documents to be submitted within the project

4.1. Completion Report and Supporting Documentation

Within maximum four months following signature of the Specific Contract No 1, the Contractor shall submit a Completion Report. When the Completion Report is presented to the Agency, it shall cover as a minimum the following elements:

- General description of the service arrangements;
- The description of the storage space, maintenance plan and inventories;
- Certificates for the team assigned to the service as detailed under point 2.6.1.3 (a);
- The relevant training undertaken by staff with regard to internal procedures for execution of the EAS;
- Equipment Condition Test Plan for the Stand-by Phase of the Contract;
- The Mobilisation Plan containing the relevant emergency/notification procedures covering the Stand-by Phase for Equipment and Technical Support Personnel;
- Insurance certificates.

Both the contents of the Completion Report and the supporting documentation required will be further clarified by EMSA at the kick-off meeting with the Contractor.

4.2. Other reports

Other reports will have to be submitted by the Contractor during the Preparation and Stand-by Phases, the content of which will be discussed at the kick-off meeting. These reports include as a minimum:

- Monthly Equipment Maintenance Reports;
- Monthly dispersant checklist;
- Equipment Condition Test Reports;
- Exercise or transportation Reports;
- Mobilisation Reports;
- Quarterly Activity Report, namely a joint report including all individual reports (mobilisation, maintenance, ECTs and other activities) being a basis for payment of the quarterly Service Availability Fee;
- Event reports.

5. Estimated Value of the Contract

The maximum value of the Framework Contract is EUR 1.25 million excluding VAT.

This maximum budget for the resulting Framework Contract will cover the whole maximum period of 4 years and will include all costs related to the initial arrangement and potential additional services but excludes the reimbursement of costs related to exercises and actual pollution response operations.

Out of the EUR 1.25 million, the maximum budget ceiling for the initial services for a maximum of 4 years (covering the Specific Contract No.1 and potential renewal(s)) is EUR 1 million excluding VAT, as per point 10.2 below. Would additional services be ordered by EMSA during the maximum period of 4 years, a maximum budget of EUR 250,000 is available.

EMSA is tasked to provide response capacity within a specific budgetary framework. Accordingly, **EMSA has assigned a maximum budget ceiling for the initial services for a maximum period of 4 years of EUR 1 million. Consequently, if any tender includes a financial offer (P1) for the initial services above this maximum budget ceiling of EUR 1 million, this will be a ground for rejection of the tender from the procurement procedure.**

A template (i.e. "Price bid Template") to insert the prices for the different price elements is included as Appendix to the "Bid template".

6. Terms of payment and of Contract

In drawing up a tender, the tenderer shall bear in mind the terms of the draft Framework Contract (Enclosure T.2 to the Invitation to Tender), draft Specific Contract (Annex IV to the draft Framework Contract) and Incident Response Contract-Equipment (IRC-E) for Requesting State (Annex III to the draft Framework Contract) and for Private entities (Annex VI to the draft Framework Contract).

EMSA may, before the relevant Contract is signed, either abandon the procurement or cancel the award procedure without the tenderers being entitled to claim any compensation.

Payments shall be issued in accordance with the provisions of the draft Framework Contract (Enclosure T.2 to the Invitation to Tender) and draft Specific Contract (Annex IV to the draft Framework Contract for Services) and Incident Response Contract-Equipment (IRC-E) for Requesting State (Annex III to the draft Framework Contract) and for Private entities (Annex VI to the draft Framework Contract).

7. Subcontracting

Changes in subcontractors between the Request to participate Phase and the Tender Phase are acceptable but:

- The tenderer shall remain the same;
- A new statement of "Statement of Subcontracting / Joint Offer" must be completed and submitted together with the tender;
- In case the change involves a subcontractor the tenderer was relying on to fulfil selection criteria as specified in point 10.3 (Economic and Financial capacity) or 10.4 (Technical and Professional capacity) of the Request to Participate, then each new subcontractor must provide the required evidence for the exclusion criteria and the selection criteria in question as per Request to participate Phase. The check on the evidence for the exclusion and selection criteria performed in the Request to participate Phase will be performed again in the Tender Phase for the new subcontractor(s).

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

8. Joint Offer

In the case of joint offer (grouping, consortium) and if awarded, the Contract will be signed by the person authorised by all members of the consortium or grouping.

All members of the consortium or grouping shall be jointly and severally liable vis-à-vis EMSA for the performance of the Contract.

9. Requirements as to the tender

- The tender, including prices, shall be presented following the structure of Enclosure T.3 to the Invitation to tender: “Bid Template” and its Appendix “Price Bid Template”. This will assist tenderers in ensuring that all the required documentation is submitted as well as facilitating the evaluation process by the Agency.
- Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should in particular include an English version of the documents requested under point 11 of the present Tender Specifications.
- If the Tenderer does not include any of the requested documents, a clear and thorough justification shall be provided. Where the criterion is not applicable the Tenderer shall explain why this is the case.
- Note that documents sent during the Request to participate Phase do not need to be re-submitted.

The Tenderer must note the following important points:

- Failure to submit relevant information by the Tenderer might be a ground for rejection of their tender from the procurement process.
- The responsibility lies with the Tenderer to verify that all documentation requested in the Invitation to Tender and Enclosures is provided.
- Tenderers must note that all the Selection and Exclusion criteria identified in the Request to Participate Phase remain applicable in the Invitation to Tender Phase.
- Each submission needs to be treated as an individual/unique tender and, accordingly, a full set of all relevant supporting documentation must be submitted with each tender.
- Tenderers who would like to notify changes in the bank account references notified during the Request to Participate Phase) are requested to complete and enclose in their tender the new Financial Identification Form. The Financial Identification Form is available through the EMSA website (select “Working with us” -> “Procurement” -> “Calls for Tender” -> “Financial Identification Form”). Please note that only one Financial Identification Form shall be submitted even if the Tenderer is a consortium.
- 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.¹

10. Price

10.1 General requirements regarding price

- Tenderers shall complete the list of prices in the Appendix to Enclosure T.3 “Price bid Template”. All price elements shall be filled in. Failure to complete a price element may lead to the rejection of the offer from the procurement procedure.

¹ 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).

- Prices shall be quoted in Euro.
- Prices shall be fixed amounts, non-revisable and remain valid for the duration of the Contract.
- Under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. These duties, taxes and other charges can therefore not enter into the calculation included in the tender. The amount of VAT must be shown separately.
- Following the negotiations stage the Tenderer is not allowed to change or replace the offer that will be presented in the final improved tender unless otherwise agreed with EMSA.

10.2. Service Availability Fee (P1)

A range of factors contribute to the overall cost of the Contract to the Agency. Accordingly, the Agency expects this overall cost to include all the costs relating to the initial services as per point 2.6.1 above, excepting for the costs related to participation in exercises (point 2.6.1.7) which will be reimbursed by EMSA separately based on the maximum reference prices quoted under P3 (please see under point 10.4 below).

The Annual Service Availability Fee (Paf1y) is the fee that the Agency will pay to the Contractor to have the oil pollution response equipment always ready for mobilisation in case of emergency. When calculating the fee, tenderers shall consider that it covers any cost linked to the services as per point 2.6.1 above (except exercises costs).

The Fee will be paid quarterly after submission by the Contractor of a quarterly activity report and acceptance of this report by EMSA.

10.3 Prices for additional services (P2)

In case EMSA requests, through an additional Specific Contract, additional services than those considered under the “initial service arrangement” it will request an offer for these additional services that will have to respect the initial quality requirements of these Tender Specifications and the unit prices offered in the “Price bid Template” as:

- maximum price per additional square meter per month of indoor storage for equipment (Pindstoequip);
- maximum price per additional square meter per month of indoor storage for dispersant (Pstodisp);
- maximum insurance rate for insurance of additional oil pollution response equipment (Pinsuranceequip%);
- maximum insurance rate for insurance of additional dispersant (Pinsurancedisp%);
- maximum price of additional person day for maintenance (Ppdm);
- maximum price of one additional equipment condition test(s) for two main categories of equipment:
 - Combined recovery system (Ptestcrs): for the deployment of one equipment set of the following types: Fire Boom, Current Buster 6, Speed Sweep, Ro-Skim, Trawl Net;
 - Stand-alone offshore skimmer (Ptestskimmer).

10.4 Prices for exercises and mobilisation (P3)

Whilst the previous points identify the price of the availability of the arrangement, it is also necessary to evaluate the price of contracting the mobilisation services by the Requesting Party. Accordingly, it is necessary to evaluate the unit prices that will be considered as maximums in the Incident Response Contract-Equipment (IRC-E). These prices will also be a reference for calculation of the cost of participation in Exercises and any transportation services requested by EMSA.

In this regard, five cost elements shall be considered by tenderers when preparing the tender:

- The cost of the mobilisation (and de-mobilisation) (Pmob) will be reimbursed by a lump sum covering the equipment handling and loading at the stockpile (unloading for de-mobilisation). The Contractor shall

calculate this cost for maximum 24 hours of service. These maximum 24 hours include maximum 12 hours for mobilisation and maximum 12 hours for demobilisation regardless of the number of equipment sets to be mobilised / demobilised.

- The transportation prices are detailed in the “Price bid Template”. The transportation prices are divided into price per kilometre of transport by road for certain capacities of trucks (i.e. standard and/or low flatbed 20ft and 40ft trucks) and distances.
When preparing their offer, tenderers have to consider that transportation prices shall include all relevant fixed (e.g. driver’s salary, road tax, vehicle’s maintenance) and variable (e.g. fuel - diesel oil, consumption of tires, driver’s mandatory safety breaks) freight transport costs.
Transportation prices shall not include handling fees (loading and unloading) as these will be covered by the mobilisation lump sum. Regarding fees for use of the road (toll) or other unforeseen costs (e.g. truck ferry sea freight), these costs will be reimbursed based on invoices.
- The cost of the technical support personnel providing assistance to the Requesting Party under an IRC-E or as part of an exercise will be covered based on the daily rate indicated in the “Price bid Template” (Ptsp). The daily rate will be due only for the day or days during which the activities are performed by the technical support personnel and not for the travel time. Travel costs and daily allowance will be reimbursed as per Annex V to Framework Service Contract regarding participation to an exercise and as part of the IRC-E terms during actual oil pollution response operations;
- Insurance charges for the equipment: maximum daily insurance rate for the extension of the Contractor’s all-risk insurance policy to cover the equipment while in the Requesting Party’s care and control under an IRC-E or during an exercise. The insurance rate per day (Pspecialinsurance%) shall be all-included of any costs related to an extension of the insurance including insurance premium per day, any additional brokerage fee and any applicable local tax;
- Price of stand-by of the transport mean(s) (Pst).

11. Award criteria

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

- Quality award criteria as weighted by percentage (**70%**) and
- Price award criteria (**30%**).

11.1 Quality Award Criteria (70%)

| Criterion | Quality Award Criteria (70%) | Weight (%) |
|------------------------|---|------------|
| Q1 Storage | Quality of the arrangement for storage, maintenance, equipment condition tests and insurance , based on the information in the tender addressing the requirements set in the points 2.6.1.1. (Storage), 2.6.1.4 (Maintenance), 2.6.1.6 (Equipment condition test) and 2.6.1.10 (Insurance) of these Tender Specifications. | 30% |
| Q2 Mobilisation | Completeness and Quality of the Mobilisation Plan , based on the information in the tender addressing the requirements of 2.2 (Geographical scope) and 2.6.1.5 (mobilisation services) and in Appendix 2 to these Specifications (EAS Mobilisation & Demobilisation Guidelines) | 20% |
| Q3 Service Team | Quality of the team assigned to the service based on the proposed team organisation, the description of the responsibilities of each member within the team and the balance of profiles and breakdown of tasks of staff members (in this respect the tenderers shall fill-in the staff list in the “Bid Template”). | 15% |

| | | |
|--|---|----|
| Q4 Quality of the environmental performance | Quality of the environmental performance based on the information in the tender addressing the requirements set in point 2.7 (Environmental Policy and Management Systems) of these Tender Specifications. | 5% |
|--|---|----|

11.2 Price Award Criteria (30%)

| Price Award Criteria (30%) as per “Price Bid Template” in Appendix to the “Bid Template” | Weight (%) |
|---|-------------------|
| Score for P1: total cost of the initial EAS arrangement (4 years) | 20% |
| Score for P2: total estimated cost of potential additional services | 5% |
| Score for P3: total estimated cost of exercises and mobilisation | 5% |

The overall score for the price award criteria (SP) is the sum of the scores obtained for the P1, P2 and P3 as per “Price bid Template” in Appendix to the “Bid Template”.

11.3 Scoring System

For all tenders evaluators will give marks between 0-10 (half points are possible) for each quality criterion.

The score for each tender is calculated as

$$S = SQ + SP$$

where SQ is the score for quality and SP is the score for price.

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

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

12. Rejection from the procedure

Tenderers that, during the procurement procedure, are in one of the following situations will be rejected from the procedure:

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- c) were previously involved in the preparation of procurement documents 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.

13. 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.