

Tender Specifications attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/31/2015

Concerning provision of Radarsat satellite program licences for EMSA Earth Observation services

Table of Contents

1.	Introduction.....	3
1.1.	Background.....	3
1.2.	Earth Observation Services	3
1.3.	Earth Observation Data System.....	4
2.	Objective, Scope and description of the contract	5
3.	General Considerations.....	5
4.	Area coverage	5
5.	Licence agreement, planning.....	5
5.1.1.	License distribution	5
5.1.2.	Satellite modes	6
5.1.3.	Geometric correction and referencing during processing.....	7
5.1.4.	Planning, tasking and ordering	7
5.1.5.	Tasking Forms	10
5.1.6.	Procedures	10
5.1.7.	Priority.....	11
5.1.8.	Performance	11
5.1.9.	Orbit parameters and ancillary information.....	11
6.	Journaling, Reports and Invoicing	12
6.1.1.	Journaling	12
6.1.2.	Financial Reports.....	12
6.1.3.	Invoicing.....	12
7.	Contact point.....	13
8.	Compliance matrix	13
9.	Contract management responsible body	13
10.	Project planning.....	13
11.	Timetable	14
12.	Estimated Value of the Contract	15
13.	Terms of payment	15
14.	Terms of contract.....	15

15. Sub-contracting	15
16. Requirements as to the tender.....	16
16.1. General considerations	16
16.2. Prefix to the bid.....	16
16.3. Part A.....	16
16.4. Part B	17
16.5. Part C	17
16.6. Part D	17
16.7. Part E	17
17. Price.....	17
17.1. General considerations	17
17.2. Pricing schema	18
17.2.1. Price table and cancellation of acquisitions.....	18
17.2.2. Quality co-efficient reduction:	19
17.2.3. Volume discount	20
18. Joint Offer.....	21
19. Information concerning the personal situation of the service provider and information and formalities necessary for the evaluation of the minimum economic, financial, technical and professional capacity required.....	21
19.1. Legal position – means of proof required.....	21
19.2. Grounds for exclusion-exclusion criteria	21
19.3. Legal and regulatory capacity - Selection Criteria	23
19.4. Economic and financial capacity - Selection Criteria.....	23
19.5. Technical and professional capacity - Selection Criteria.....	23
19.6. Evidence to be provided by the Bidder	24
20. Award Criteria	24
20.1. General Remarks	24
20.2. Quality award criteria (50%)	25
20.2.1. General considerations.....	25
20.2.2. Fulfilment of technical requirements - Q1 (40%)	26
20.2.3. Quality Assurance of products and services - Q2 (10%).....	26
20.3. Price award criteria (50%)	26
21. Rejection from the procedure	27
22. Intellectual Property Right (IPR)	28
23. ANNEX A: The TOR and JOU of the Earth Observation Data Centre	29
24. ANNEX B: EMSA SAR Product class.....	31
25. ANNEX C: EICD	32

1. Introduction

1.1. Background

- 1.1.1.1 The European Maritime Safety Agency (hereafter EMSA or the Agency) was established under Regulation 1406/2002/EC, as amended, for the purpose of ensuring a high, uniform and effective level of maritime safety, maritime security, prevention of and response to, pollution caused by ships as well as response to marine pollution caused by oil and gas installations.
- 1.1.1.2 In order to ensure that these objectives are met, the Agency shall, among other core tasks, facilitate cooperation between the Member States and the Commission:
- 1.1.1.3 (b) by providing, upon request and without prejudice to national and Union law, relevant vessel positioning and Earth observation data to the competent national authorities and relevant Union bodies within their mandate in order to facilitate measures against threats of piracy and of intentional unlawful acts as provided for in applicable Union law or under internationally agreed legal instruments in the area of maritime transport, subject to applicable data protection rules and in accordance with administrative procedures to be established by the Administrative Board or the High Level Steering Group established in accordance with Directive 2002/59/EC, as appropriate;
- 1.1.1.4 (f) in improving the identification and pursuit of ships making unlawful discharges in accordance with Directive 2005/35/EC of the European Parliament and of the Council of 7 September 2005 on ship-source pollution and on the introduction of penalties for infringements
- 1.1.1.5 Against this background EMSA developed the CleanSeaNet (CSN) service: a satellite based monitoring system for marine oil spill surveillance and detection in European waters. The service provides rapid delivery of oil spill alert information and Synthetic Aperture Radar (SAR) satellite images to Member States.

1.2. Earth Observation Services

- 1.2.1.1 Earth Observation services are provided by the Agency to the Commission and the Member States in various maritime sectors such as fisheries, customs, law enforcement, border control and defence. Examples of this cooperation are the current projects implemented with EFCA, Frontex and EUNAVFOR.
- 1.2.1.2 Earth Observation Services provided to the Commission might be of benefit to coastal States that are not EU Member States. Examples are the projects to provide CleanSeaNet Service to TRACECA and SAFEMED countries.
- 1.2.1.3 The Agency uses Earth observation data to provide oil spill, vessel detection and maritime targeted activity detection results, which can be integrated with vessel traffic information as well as other data to provide an integrated maritime awareness picture.
- 1.2.1.4 From 2016 EMSA will play a future role in the maritime surveillance component of the Copernicus Security Project. Copernicus, previously known as GMES (Global Monitoring for Environment and Security) is the European Earth Observation Programme which

combines the use of satellite imagery and data with local, in situ, data sources to deliver geo-spatial information services and products to a wide range of end-users. It aims at achieving an autonomous and operational European capability in environmental and Security information services (<http://www.copernicus.eu>).

1.3. Earth Observation Data Centre

- 1.3.1.1 EMSA has contracts with (i) Licence Providers (LPs), operating the satellites and providing the licences to access/use the satellite data and (ii) Service Providers (SPs) which provide data acquisition, delivery and/or value adding services based on satellite data.
- 1.3.1.2 EMSA obtains satellite licences directly from LPs to use the data and makes these licences available to the SPs, enabling them to download and process in Near-Real-Time (NRT) the data on behalf of EMSA.
- 1.3.1.3 The LPs also provide the Agency with the rights to distribute satellite images and derived added value products to Coastal States (CS) users including those entitled to receive Earth Observation services provided by EMSA within the framework of Regulation 1406/2002/EC as amended.
- 1.3.1.4 SPs are the entities which provide EMSA with a service chain including the downlink of satellite acquisition at a Ground Station, NRT processing of the (SAR) data, image analysis services and delivery of products and associated metadata, which have to be performed on a 24/7 basis, 365 days per year.
- 1.3.1.5 In a limited number of scenarios, a SP may be requested to downlink and process the satellite image to a ground station and then transfer the product to another EMSA contracted SP for value adding analysis services or European entity/institution.
- 1.3.1.6 SPs are required to deliver Earth observation data and metadata to the Earth Observation Data Centre (EODC) at the Agency. The EODC is a common standardised system to handle Earth observation data and associated metadata. The EODC is the central element for Earth observation data: i) reception (from both the SPs as well as other external data sources), ii) management, iii) storage, iv) archiving, v) fusion, and vi) dissemination to the different users through the CleanSeaNet portal, IMDatE and in the future the SafeSeaNet Ecosystem GUI. The EODC is designed primarily to fulfil the user requirements of the operational entities in the CSs and to support the Earth observation planning and tasking activities of the Agency using the POR (Planning and ORdering) component of the EODC. It should be noted that it is expected that this component will be update and renamed as the TOR (Tasking and ORdering).
- 1.3.1.7 The Agency has developed an Integrated Maritime Data Environment (IMDatE) which integrates multiple sources of maritime data, including Earth observation data, in accordance with the needs of different user communities involved in maritime surveillance activities. Some elements currently managed in the EODC might be transferred to the IMdatE interface. If this is the case, EMSA and the contractor shall adapt their procedures accordingly.

2. Objective, Scope and description of the contract

- 2.1.1.1 This Call for Tender is addressed to the Licence Provider (LP) of the MDA Corporation Synthetic Aperture Radar (SAR) instrument Radarsat satellite program including Radarsat-2 licences.
- 2.1.1.2 The Contractor will provide licences for all available modes, and support for satellite image feasibility planning and tasking.
- 2.1.1.3 The licences, procured under this contract, shall be used to support EMSA Earth Observation Services as described, but not limited to, in chapter 1.2.

3. General Considerations

- 3.1.1.1 Throughout this document the term “the Bidder” means that the tenderer shall address the requirement in its offer. Reference to “the Contractor” means that the tenderer shall perform or implement such requirement during the execution of the contract.
- 3.1.1.2 The terms ‘images’, ‘data’, ‘data products’, ‘metadata’ and ‘derivative works’ are terms used throughout this document and may be referred to collectively as satellite “products”.
- 3.1.1.3 All the requirements formulated with the terms “shall”, “must”, “will” and “has/have to” are mandatory to be fulfilled.
- 3.1.1.4 All requirements formulated with the term “should” will be considered an advantage if fulfilled and will be associated with the term “advantageous”.
- 3.1.1.5 References in this document like “Chapter”, “Section” or “Paragraph” refer to this document unless other reference documents are identified explicitly.
- 3.1.1.6 All requirements of the specification are compiled in the form of a “compliance matrix” provided as Tender Enclosure V.

4. Area coverage

- 4.1.1.1 The contractor shall supply EMSA with MDA Corporation (SAR) instrument satellite program licences for any area worldwide.

5. Licence agreement, planning

5.1.1. License distribution

- 5.1.1.1 Through this contract EMSA shall have the right to make these licences available to any contracted Service Provider or European entity/institution, enabling them to downlink and process the data, and/or to perform value adding services, on behalf of EMSA.
- 5.1.1.2 Through this contract EMSA shall have the right to distribute satellite images and derived added value products to EU Member States, EFTA countries, EU Acceding, Candidate

and Potential Candidate countries, Overseas Countries and Territories (OCT's), third countries sharing a regional sea basin with the Union, or third countries benefiting from a service provided by EMSA at the request of the Commission. Access to EMSA managed maritime applications is granted to users belonging to public organisations in these States, countries or OCT's in accordance with the associated Conditions of Use signed between EMSA and users.

- 5.1.1.3 Through this contract EMSA shall have the right to distribute satellite images and derived added value products to EU Institutions and public organisations including but not limited to: European Fisheries Control Agency, European Environment Agency, FRONTEX, European Union Satellite Centre, Joint Research Centre, European Commission, the Council of Ministers and the European Space Agency (ESA) and the Maritime Analysis and Operations Centre – Narcotics (MAOC-N).
- 5.1.1.4 Through this contract EMSA shall have the right to distribute satellite images and derived added value products to International Organisations including but not limited to: International Maritime Organization (IMO) and International Commissions or Regional Agreements and associated working groups such as the Black Sea Commission/the Bucharest Convention, the Barcelona Convention, its Regional Marine Pollution Emergency Response Centre (REMPEC), the Baltic Marine Environment Protection Commission (HELCOM), the Bonn Agreement, the Copenhagen Agreement, the Helsinki Convention, the Lisbon Agreement and the OSPAR Convention.
- 5.1.1.5 There should be no restrictions regarding the acquisition/distribution of satellite images and derived added value products including by country and/or by EMSA product class. Restrictions imposed by governmental bodies i.e. the Canadian Government are considered exempt. References to the validity of any governmental restrictions per EMSA product class should be included in the offer.
- 5.1.1.6 During the lifetime of the Contract, the Agency will need to undertake a range of testing activities regarding the integration of satellite products with EMSA maritime information applications and services as well as the performance of data, license and/or service providers.

Such testing may include, but is not limited to, the integration new beams, new service providers, new interfaces, new users, evaluation of products and related services, supporting validation events, competitive analysis, benchmarking as well as sharing externally with other users, contractors and/or, consultants.

In all such scenarios, the contractor will provide the appropriate products and associated support free of charge as per the elements covered by the Framework Contract.

5.1.2. Satellite modes

- 5.1.2.1 The Bidder shall provide a detailed description of each operational mode available and their respective characteristics.
- 5.1.2.2 The Bidder shall provide a summary table of all available modes grouped by EMSA product class with, for each mode, the following information as a minimum: operational mode name, swath, pixel spacing, range and azimuth resolution, range of incidence angle range, available polarisation mode and channels, maximum acquisition duration in a

single take in seconds and kilometres, and geo-referencing accuracy in metres (see 5.1.3.5).

- 5.1.2.3 The Contractor shall provide licences for acquisitions (segments) of varying length up to the length corresponding to the maximum acquisition duration.
- 5.1.2.4 The Contractor shall support the SPs enabling them to acquire, process and deliver Level 1B products in segments up to the maximum length.
- 5.1.2.5 The Contractor shall provide EMSA with the option of storing data on board of the satellite as well as selecting to which ground station to downlink the data. See 5.1.4.15.

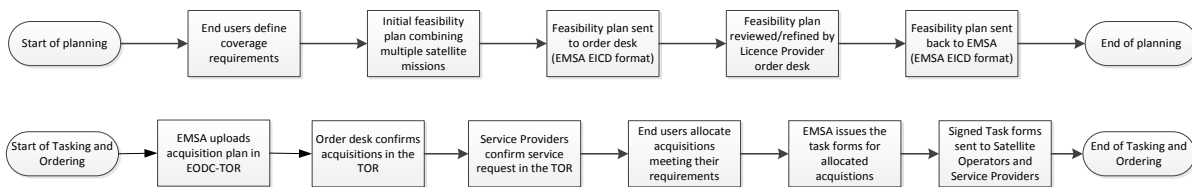
5.1.3. Geometric correction and referencing during processing

- 5.1.3.1 Geometric correction (also referred to as geo-rectification) is the removal of distortions from sensor geometry which prevent overlapping of map layers, comparison between image scenes, and impede the association of geographic coordinates with the image pixels.
- 5.1.3.2 These corrections account for systemic distortions such as scan skew, panoramic distortion, along scan distortion (pixels at edge are slightly larger) and earth rotation. Geometric corrections also include some non-systematic distortions such as altitude and attitude variations in satellite.
- 5.1.3.3 Geometric referencing is the conversion of pixel coordinates to ground coordinates. As a further step images can then be mapped by the EODC.
- 5.1.3.4 The Contractor shall support EMSA contracted service providers responsible for the processing of satellite images to ensure that appropriate geometric corrections are applied to the delivered products and that the processes/algorithms correctly assign the ground coordinates to the pixels in the image.
- 5.1.3.5 The Bidder shall indicate the theoretical position accuracy of the geo-referencing for each operational mode based on orbit parameters available for NRT processing.

5.1.4. Planning, tasking and ordering

- 5.1.4.1 Note that in 2016, it is expected that the “POR” will be upgraded to the “TOR” as described in 1.3 Earth Observation Data Centre.
- 5.1.4.2 Acquisition planning refers to the process of developing a feasibility plan that defines the list of satellite acquisitions that meet EMSA end users’ requirements.
- 5.1.4.3 Tasking and Ordering refers, based on the feasibility plan, to the process of:
 - 1. Assigning acquisition and added value service tasks/deliverables to relevant EO providers (satellite operators and service providers);
 - 2. Requesting these EO providers to confirm they are able to perform the required tasks and associated deliverables (confirmation phase);
 - 3. Submitting confirmed EO products for end-users’ approval (allocation phase);
 - 4. Issuing and communicating to each provider a signed Task Form containing the list of individual orders for this provider;
 - 5. Cancelling orders or reporting satellite anomalies.

5.1.4.4 The Figure below shows the indicative planning and ordering workflow:

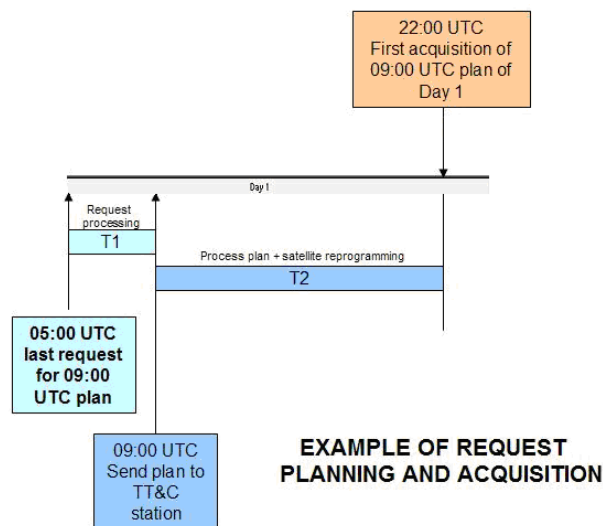


5.1.4.5 EMSA tasking activities can be classified into two categories

1. Standard tasking - applies to future acquisitions;
2. Archive tasking - applies to products already acquired and stored in the Contractor's existing archive.

5.1.4.6 The Bidder shall describe in detail the satellite tasking capabilities and time constraints in programming future acquisitions. The description shall include references to the minimum guaranteed programming time, applicable data collection window and minimum time to accept and process requests from EMSA. An example of an acceptable description of the tasking mechanism is provided in Figure.2.

Figure 1 Example of diagram for minimum programming time provision



5.1.4.7 The Contractor shall provide an order desk to support EMSA planning, tasking and ordering activities. Support activities include but not limited to:

- 1) Drafting a new feasibility plan based on user requirements;
- 2) Topping-up an already existing planning. The pre-existing planning may contain acquisitions from other satellite missions e.g. Sentinel-1;
- 3) Informing EMSA without delay about satellite events that might have an impact on future acquisitions. The Agency should be informed before the associated service providers.

5.1.4.8 The order desk shall be:

- The single point of contact with EMSA for planning, tasking and ordering activities;
- Available by phone and email, 24 hours per day, 7 days per week, 365 days of the year.

- 5.1.4.9 EMSA may request the order desk:
- To review an initial feasibility plan prepared by EMSA;
 - To provide a new feasibility plan.
- 5.1.4.10 The feasibility plan may combine several satellite missions. Acquisitions are defined as segments of various lengths without framing.
- 5.1.4.11 The format of the feasibility plans is common to all missions used by EMSA Earth Observation services. This format is defined in the EICD.
- 5.1.4.12 The EICD planning file format is the unique format for exchanging planning information between EMSA and the Contractor (ACP files are not supported by EMSA). The format specification is attached as to this Technical Specification as **Annex C**. EICD planning file format is expected to evolve during the duration of this FWC, to accommodate new missions or planning modes.
- 5.1.4.13 Following an EMSA request either to review a feasibility plan or to provide a (new) feasibility plan, the order desk shall immediately acknowledge the reception of the EMSA request and provide the reviewed or the requested feasibility plan within 96 hours.
- 5.1.4.14 Response time indicated in 5.1.4.13 is the maximum response time. This time shall be reduced according to circumstances e.g. the practical implementation of responding to emergencies, in order to remain within satellite minimum tasking times (see 5.1.4.6).
- 5.1.4.15 EMSA shall have the right to select the ground station where satellite data will be downlinked. There shall be no restrictions on the choice of the ground station.
- 5.1.4.16 In the event of ground station unavailability, EMSA shall have the right to redirect the downlink to another station, without extra costs, at short notice.
- 5.1.4.17 The TOR (Tasking and Ordering – ex-POR) interface of the EMSA EODC shall be used by the order desk to:
- Communicate to EMSA which acquisitions are confirmed or rejected (confirmation phase).
 - Communicate to EMSA if and when acquisitions are cancelled at a later stage or if a satellite anomaly occurred at time during acquisition/downlink. This shall also be communicated by email to EMSA and to the relevant ground station(s). The notification email must be sent in a timely manner with respect to the triggering event i.e. cancellation or anomaly.
 - Communicate to EMSA the reason for a cancellation or in case of anomaly the reason that prevented the proper image acquisition and/or downlink. The initial analysis must be included in the above-mentioned notification email.
- 5.1.4.18 The order desk has the following deadlines to confirm the license provision in the TOR after reception of an email indicating that acquisitions are ready for confirmation in the TOR:
- A maximum of 24 hours for acquisitions in more than 48 hours ahead of the acquisition time;
 - A maximum of 1 hour for acquisitions in less than 48 hours ahead of the acquisition time;

It expected that most planning activities will be more than 48 hours ahead of acquisition.

5.1.5. Tasking Forms

- 5.1.5.1 At the end of the Tasking and Ordering workflow, the list of acquisitions and associated added value services is approved in the EODC by the Authorising Officer at EMSA. The approval generates automatically the Task Forms digitally signed. The date and time of approval by the Authorising Officer appears in the Task form.
- 5.1.5.2 The information contained in the Approved Task Form is the legal basis for ordering. Each acquisition in the task form is referenced by an order ID which is unique.
- 5.1.5.3 Acquisition time in the Task form is indicative. Actual time shall be adapted to cover the footprint defined in the planning file.
- 5.1.5.4 Detailed information on acquisition characteristics and EO products requested can be found in the TOR and the JOU using the order ID.
- 5.1.5.5 When a tasking form is approved, the service ID status changes to “Tasked” in both the TOR as well as the GIS viewer. The following information shall also be available via a web service:
- Order ID
 - Status (tasked, cancelled, delivered, anomaly, error)
 - EMSA product class
 - Resolution
 - Acquisition start time;
 - Acquisition stop time;
 - Acquisition footprint (polygon identical to the one contained in the planning file used to task and order EO products);
 - Acquisition window start time (not relevant for Radarsat-2);
 - Acquisition window stop time (not relevant for Radarsat-2);
 - Acquisition geographical window (not relevant for Radarsat-2);
 - List of service elements (tasks requested from EO providers);
 - Maximum delivery downlink time;
 - Maximum delivery delay (not relevant for licence providers);
 - EO provider 1;
 - EO provider 2;
 - Cart identifier;
 - Cart name;
 - Task form identifier;
 - Task list identifier (task lists are not communicated to EO providers).
- 5.1.5.6 Signed Task Forms are sent by email to the Contractor.

5.1.6. Procedures

- 5.1.6.1 The Bidder shall provide a proposal for a detailed planning, tasking and ordering procedure compliant with the requirements contained in these tender specifications including the procedure to be followed to perform a ground station redirection.

- 5.1.6.2 The final planning, tasking, and ordering procedure shall be agreed between EMSA and the Contractor.

5.1.7. Priority

- 5.1.7.1 The Bidder shall describe in their bid the satellite priority policy, listing all existing priority levels, for commercial users.
- 5.1.7.2 The Contractor will give EMSA the highest commercially available priority status for the programming of satellite data acquisition.
- 5.1.7.3 The Bidder shall provide an “absolute highest priority acquisition” option to secure the availability of some or all images within a specific feasibility plan. Currently, the following scenarios are envisaged:
- EMSA is supporting the response to a (maritime) incident situation.
 - EMSA will support a scheduled operation and needs to secure the image availability.
- 5.1.7.4 The Contractor may impose an “absolute highest priority acquisition” fee. This should be described in detail in the offer.

5.1.8. Performance

- 5.1.8.1 License provision performance is calculated as the total number of segments downlinked to a ground station, divided by the total number of segments ordered (Approved Task Form) and not cancelled by EMSA. This performance shall be 95% or above as measured on a monthly basis.
- 5.1.8.2 It is understood that this performance benchmark does not include losses that are out of the control of the Contractor e.g. due to a ground station failure or to the activation of the International Charter on Space and Disasters.

5.1.9. Orbit parameters and ancillary information

- 5.1.9.1 The Bidder shall provide EMSA Service Providers access, in advance, to the most up-to-date orbit parameters and, if applicable, ancillary information, for image processing.
- 5.1.9.2 Once the segment has been acquired, the Contractor shall provide EMSA Service Providers with the most accurate orbit information (definitive orbit) and, if applicable, ancillary information regarding each acquisition. Timeline for the provision of this information shall be given.
- 5.1.9.3 It is expected that EMSA will use a (SaVoir) software for satellite multi-mission planning. This software will be able to import and export planning files in the EMSA EICD format. The Contractor shall ensure that up-to-date orbit information and any other relevant information such as new sensor modes is available for integration in the (SaVoir) software.

6. Journaling, Reports and Invoicing

6.1.1. Journaling

- 6.1.1.1 The Contractor shall use the relevant interface of the EODC Journaling - JOU for monitoring the delivered products.
- 6.1.1.2 The EODC will allow the Contractor to access the JOU containing the list of all products ordered. For each service delivered, the JOU indicates the status, the service quality and the delivery time of each individual product expected for that service.
- 6.1.1.3 The Contractor shall have 96 hours after acquisition stop time to contest, through the JOU, information on delivered products and associated delivery times and quality.
- 6.1.1.4 After 96 hours, the contractor cannot contest information contained in the JOU. The status is "frozen".
- 6.1.1.5 If product information is contested, EMSA and the Contractor will negotiate an agreement which will be recorded by EMSA in the JOU and acknowledged by the Contractor.
- 6.1.1.6 Even after the status is frozen, EMSA can still report errors on information contained in the JOU by using the comment field. As for a contest raised by the Contractor, an agreement has to be found between EMSA and the Contractor.
- 6.1.1.7 For those products that were not contested within the 96 hours delay or for which an agreement has been found, EMSA marks status "final".
- 6.1.1.8 Information displayed in the JOU on products marked as "final" cannot be changed further.
- 6.1.1.9 Time and quality information for products marked as final in the JOU serves as reference input for calculating the price and issuing the service report.

6.1.2. Financial Reports

- 6.1.2.1 EMSA will issue Financial Reports and communicate them to the Contractor for agreement. It is the intention by the Agency to issue monthly Financial Reports, however EMSA can deviate from this timeliness if necessary.
- 6.1.2.2 The Contractor will have 5 working days after reception to agree or contest the Financial Report. Contest can only be related to the calculation of the service price itself.
- 6.1.2.3 If no disagreement has been communicated to EMSA in these 5 working days, the Financial Report shall be considered as agreed.

6.1.3. Invoicing

- 6.1.3.1 The Contractor shall request the payment of the licences delivered and agreed by the parties on a periodic basis as defined in the draft Framework Contract (Tender enclosure II).

7. Contact point

- 7.1.1.1 The Bidder shall provide a contact point which EMSA can address regarding resolution of pricing or invoicing issues.
- 7.1.1.2 The Bidder shall provide a contact point which EMSA can address regarding contract management issues.

8. Compliance matrix

- 8.1.1.1 The Bidder shall fill in the compliance matrix for all requirements.
- 8.1.1.2 Compliance is assessed in 3 levels:
 - 2: Fully compliant – If the requirement is fully met by the Bidder
 - 1: Partially compliant – if the requirement is not fully met by the Bidder but presents a partial solution
 - 0: Not compliant – if the requirement is not met or addressed by the Bidder.

9. Contract management responsible body

- 9.1.1.1 The European Maritime Safety Agency, Unit C.3, Maritime Surveillance will be responsible for managing the contract. The address of EMSA is the following: European Maritime Safety Agency, Praça Europa 4, 1249 - 206 Lisbon, Portugal.

10. Project planning

- 10.1.1.1 The project will require the highest standards of project and operation management, and product and service delivery, covered by the contract.
- 10.1.1.2 The Bidder shall provide a Project Management Plan. This plan should contain the following elements as listed in this chapter:
 - Proposed team structure and the involvement and interaction of each team member within the operations, together with their involvement in the different tasks;
 - Detailed curriculum vitae of the key technical and management persons who will be delivering the service under the proposed contract.
 - Gantt chart showing tasks, schedules and milestones.
- 10.1.1.3 The Bidder shall describe in the bid contingency measures in case of system failures which may impact the service chain.
- 10.1.1.4 All documentation shall be written in the English language.
- 10.1.1.5 The Contractor shall provide an Annual Report maximum one month after the anniversary date of the FWC. The Annual Report shall contain the service performance results, identification of anomalies, and description of corrective and preventive actions. The bid

shall include a draft table of contents for the Annual Report. The final template will be determined by EMSA.

10.1.1.6 Annual review meetings shall be agreed by the parties.

10.1.1.7 The Contractor shall be available for a monthly teleconference with EMSA.

11. Timetable

11.1.1.1 The date for signature of the Framework Contract is estimated to be during the second quarter of 2016.

11.1.1.2 The Contractor shall be able to provide licences and planning services immediately after the signature of the contract.

11.1.1.3 The Contractor shall comply with the due date for all milestones, deliverables and meetings identified in the Table below.

Table 1- Project Events, Deliverables and Milestones

	Event / Delivery	Date, Location	Comment	Event	Delivery	Milestone
T0	Signature of FWC					
T1	Signature of SC no 1	Before or at KO				
T2	Kick Off Meeting.	KO at EMSA				
T3	Service in operation with final planning and ordering procedures	No later than T1 +6 weeks				

11.1.1.4 If the Contractor has to deviate from the given time frame he has to justify the deviation(s). EMSA reserves the right to disagree with the deviations and the proposed time plan.

11.1.1.5 The Kick-Off meeting (KO) will be held at EMSA. The purpose of the KO shall be to enable all contracting parties to discuss the project to be implemented by the Contractor, as well as to settle all the details of the work to be undertaken. Other meetings may be held at EMSA. Those will be notified to the contractor in a timely manner.

11.1.1.6 The Contractor's project manager, responsible for the work to be undertaken and Contractor's key technical staff shall participate in the KO.

11.1.1.7 For project management, the web based tool TEAMFORGE will be used by both parties throughout the duration of the contract, unless otherwise mutually agreed.

12. Estimated Value of the Contract

- 12.1.1.1 The maximum total value for this contract is EURO 31 Million excluding VAT. This does not bind EMSA to purchase the maximum amount.
- 12.1.1.2 The budget shall cover all costs of the contract (e.g. testing, operations, maintenance, ensuring compliance to EICD evolutions, and travelling) for the duration of the contract.

13. Terms of payment

- 13.1.1.1 Payments shall be issued in accordance with the provisions of the draft Framework Contract and Specific Contract(s) (Tender Enclosure II)

14. Terms of contract

- 14.1.1.1 In drawing up the bid, the Bidder should bear in mind the terms of the draft Framework Contract under Tender Enclosure II.
- 14.1.1.2 EMSA may, before the contract is signed, either abandon the procurement or cancel the award procedure without the contractor being entitled to claim any compensation.
- 14.1.1.3 The Framework Contract will be signed for duration of 3 years with a possibility of a 1 year renewal.
- 14.1.1.4 The Framework Contract shall be implemented by specific contracts for licenses feasibility planning and tasking. Under specific contract(s) tasking lists shall be issued for the purchase of the services.

15. Sub-contracting

- 15.1.1.1 If the Bidder intends to either subcontract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the Bidder.
- 15.1.1.2 The Bidder must provide required evidence for the exclusion and selection criteria on its own behalf and when applicable on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria¹. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

¹ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required

16. Requirements as to the tender

16.1. General considerations

- 16.1.1.1 Bid can be submitted in any of the official languages of the EU. However as English is the main working language of the Agency, bid should preferably be submitted in English.
- 16.1.1.2 The Bidder is requested to present its bid in the following format and numbering scheme. This will aid evaluation as well as assisting the Bidder in ensuring that all the required documentation is submitted.
- 16.1.1.3 The Bidder shall complete the Tenderer's checklist.
- 16.1.1.4 If the Bidder intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offer) he shall indicate it in his offer by completing the form "Information regarding joint offers and subcontracting".
- 16.1.1.5 Bid shall be submitted only in electronic format via e-mail.

16.2. Prefix to the bid

- 16.2.1.1 The tender must be presented as follows, and must include:
- 16.2.1.2 **A signed cover letter** indicating the name and position of the person authorised to sign the contract and the bank account on which payments are to be made.
- 16.2.1.3 **The Financial Form** completed signed and stamped. This document is available in the Procurement Section (Financial Form) of EMSA's website (www.emsa.europa.eu).
- 16.2.1.4 **The Legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available in the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu).
- 16.2.1.5 Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already previously been completed and sent either to EMSA or any EU Institution. In this case the tenderer should simply indicate on the cover letter the bank account number to be used for any payment in case of award.
- 16.2.1.6 Additional information requested:
 - The name, phone number and Email of the persons who will be responsible for the technical and contractual management of any resulting contract and who would be nominated as such in the contract;
 - The name, address, fax, phone number and Email of the Bidder contact person to whom all communications related to the invitation to tender should be addressed;
 - The name, address, fax, phone number and Email of each subcontractor proposed, if any;
 - The name of the author(s) of the Tender;

16.3. Part A

- 16.3.1.1 All the information and documents required by EMSA as the contracting authority for the appraisal of tenders on the basis of Section 15 (Sub-contracting), Section 18 (Joint offer), Section 19.1 (Legal position) and Section 19.2 (**Grounds for exclusion-exclusion criteria**) of these specifications.

16.4. **Part B**

- 16.4.1.1 All the information and documents required by EMSA as the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the Selection Criteria) set out under Section 0 of these specifications;

16.5. **Part C**

- 16.5.1.1 All the information and documents required by EMSA as the contracting authority for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under Section 19.5 of these specifications.

16.6. **Part D**

- 16.6.1.1 All the information and documents required by EMSA as the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under Section 20 of these specifications; Part D deliverables shall include:

- D.1. Fulfilment of requirements (Section 20.2.2);
- D.2. Quality Assurance of products and services (Section 20.2.3);
- D.3. Project Management as described in Section 9.
- D.4. The fulfilment of the requirements has to be stated in a compliance matrix as described in Section 8.

- 16.6.1.2 The Bidder is requested to fill in the compliance matrix as indicated in chapter 8 in the Excel template (Tender Enclosure V). The compliance matrix shall be duly signed by the Bidder and submitted in digital format to EMSA.

16.7. **Part E**

- 16.7.1.1 The Bidder is requested to set out prices in accordance with Section 17.2 of these specifications.
- 16.7.1.2 The Bidder is requested to fill in all the prices in the Excel template, which is available from the EMSA website (Tender Enclosure III) and the price sheet shall be duly signed by the Bidder and submitted in digital format to EMSA.

17. **Price**

17.1. **General considerations**

- 17.1.1.1 Prices must be quoted in Euro.
- 17.1.1.2 Prices must include all costs (including travel expenses and daily subsistence allowance).
- 17.1.1.3 Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

- 17.1.1.4 The Bidder is requested to present a price breakdown as specified in this chapter. The format is available as an Excel template (Tender Enclosure III). The Bidder is requested to provide the worksheet Tender Enclosure III filled in, in digital format together with the bid. Deviations or modifications to the tables are not allowed.

17.2. Pricing schema

17.2.1. Price table and cancellation of acquisitions

- 17.2.1.1 The Bidder shall provide price in EURO for each EMSA SAR product class as in Table 2, according to the EMSA SAR product class description in Annex B. The prices are composed of a fixed base price per service activation plus a price per area for the different classes. The Bidder shall also add extra fees for certain activities as in Table 4.
- 17.2.1.2 The Bidder shall provide a price for each EMSA SAR product class as a single polarisation mode.

Table 2 Price table

EMSA SAR Product Class	Sensor Mode	Unit Price Licence and feasibility planning	Unit Price Archived images
VHR1 fixed fee			
VHR1 price per 1 sq km			
VHR2 fixed fee			
VHR2 price per 1 sq km			
HR1 fixed fee			
HR1 price per 1000 sq km			
HR2 fixed fee			
HR2 price per 1000 sq km			
MR1 fixed fee			
MR1 price per 1000 sq km			

- 17.2.1.3 In the event that the Licence Provider cancels acquisitions, acquisitions will be considered as cancelled. Licence and any additional fees shall not be paid.
- 17.2.1.4 In the event that a Service Provider cancels acquisitions in the TOR, acquisitions will be considered as cancelled. Licence and any additional fees shall not be paid.
- 17.2.1.5 EMSA reserves the right to cancel acquisitions up to 24 hours before acquisition time without cost. Licence and any additional fees shall not be paid. EMSA cancellations will be performed in the TOR.

- 17.2.1.6 In the event that the service provider fails to deliver the requested service, the licence and any additional fees shall not be paid.
- 17.2.1.7 If the service is partially delivered by the service provider (e.g. oil spill detection analysis provided, vessel detection analysis missing), the licence and any additional fees shall be paid.
- 17.2.1.8 Re-direction regarding the specific ground receiving station for downlinking the data shall be done free of charge. This not expected to be frequently implemented approach.
- 17.2.1.9 For different polarisation modes the following factors shall apply:

Table 3 Polarisation modes fees:

Mode	Factor on the segment price
Single polarisation/ cross polarisation	100%
Dual polarisation	
Quad polarisation (if available)	

- 17.2.1.10 For certain activities extra fees can apply (not applicable for archived images):

Table 4 Additional fees

Activity	Fee
On board recorder usage	
Absolute highest priority acquisition	

17.2.2. Quality co-efficient reduction:

- 17.2.2.1 The prices will be subject to a price reduction according to the quality coefficient described below. Service provider computes the quality parameter of each delivered product based on the following elements:
- the actual footprint against the ordered footprint, and,
 - the usable area of the part of the image matching the planned footprint. The usable area is defined based on data integrity quality criteria – missing data and artefacts – and also on the evaluation of other quality factors like Radiometric Mismatch, Residual Scalping and Target Ambiguities, which can corrupt pixels in a way to make them inadequate for analysis.

- 17.2.2.2 This quality reduction coefficient will be applied as follows:

Table 5 Quality co-efficient

Quality parameter	Co-efficient of the licence price	Product quality classification
$90 \% \leq x \leq 100 \%$	100%	Quality category 1
$80 \% \leq x < 90 \%$	80%	Quality category 2
$70 \% \leq x < 80 \%$	70%	Quality category 3
$60 \% \leq x < 70 \%$	60%	Quality category 4
$50 \% \leq x < 60 \%$	50%	Quality category 5
$x < 50\%$	0%	Quality category 6

17.2.3. Volume discount

- 17.2.3.1 Following the calculation of the final price per individual acquisition, the prices will be subject to a price reduction according to the number of acquisitions delivered and paid per year. The price via a step discount pricing method is defined in **Table 5** Step discount pricing method. All acquisitions, regardless of the product type and /or end user will count as one unit for the volume price reduction.

Table 6 Step discount pricing method

Units of acquisitions paid per year	Factor
500	100%
501 to 1000	96%
1001 to 1500	92%
1501 to 2000	88%
2001 to 3000	84%
Over 3000	80%

- 17.2.3.2 For example, as indicated in the table above, the initial 500 images would be paid 100%. The price would be reduced to 96% for the next 500 images (501 to 1000).
- 17.2.3.3 The invoice shall always indicate the number of segments by operational imaging mode on a monthly basis, the applied discount factor and extra fees.
- 17.2.3.4 The discount process will be applied yearly starting with the first day of the month of acquisition of the first image ordered under the framework contract, e.g. 12 months later,

at day one of the month, the count is reset to zero, and accordingly the price factor to 100%. Throughout the year with the tasking of images, the prices will be reduced according to the thresholds as given in Table 6.

18. Joint Offer

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

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

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

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

19.1. Legal position – means of proof required

19.1.1.1 When submitting their bid, the Bidder is requested to complete and enclose the **Legal Entity Form** available in the Procurement of EMSA's website (www.emsa.europa.eu).

19.2. Grounds for exclusion-exclusion criteria

19.2.1.1 To be eligible to participate in this contract award procedure, the Bidder must not be in any of the following exclusion situations:

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional

credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

- I. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - II. entering into agreement with other persons with the aim of distorting competition;
 - III. violating intellectual property rights;
 - IV. attempting to influence the decision-making process of the contracting authority during the award procedure;
 - V. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
- I. fraud
 - II. corruption
 - III. participation in a criminal organisation
 - IV. money laundering or terrorist financing
 - V. terrorist-related offences or offences linked to terrorist activities
 - VI. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
- I. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
 - II. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
 - III. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
 - IV. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

19.3. **Legal and regulatory capacity - Selection Criteria**

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

19.4. **Economic and financial capacity - Selection Criteria**

19.4.1.1 Requirements:

- (1) The Bidder must be in stable financial position and the economic and financial capacity to perform the contract

19.4.1.2 Evidence:

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

19.5. **Technical and professional capacity - Selection Criteria**

19.5.1.1 To prove their technical and professional capacity the Bidder shall provide proof of the following mandatory criteria with their application:

19.5.1.2 **Relevant experience:** This proof will consist of a list identifying work carried out during at least the last three years that is of relevance and/or analogous to the services to be provided. This list should clearly show:

- The Bidder's level of experience for the provision of services on an operational basis;
- A description of the services previously offered, with an indication of the objectives, contracting parties, duration and budget;
- The Bidder's ability to offer all services under the present contract in the English language;
- Any evidence, statement or testimonial from the customer, from the public sector or private sector, relating to the performance and/or quality of the services previously provided by the Bidder;

- For the Project Manager/Senior specialist the minimum educational requirements are:
 - University Degree(s)
 - Proven hands-on experience in Project/Technical Management
 - Excellent English speaking and writing skills
 - For the Project Manager/Senior specialist the minimum professional experience is
 - 10 years of working experience including at least 3 in areas related with this tender (space, earth observation or satellite services)
- 19.5.1.3 The Bidder shall provide a company profile illustrating the company structure, technical and management organisation demonstrating their capability to implement and maintain the requested service.
- 19.5.1.4 The Bidder shall provide detailed curriculum vitae of the key technical and management persons who will be delivering the service under the proposed contract.

19.6. Evidence to be provided by the Bidder

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

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

For exclusion situations described in (a), (c), (d) or (f) of point 19.2 above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

For the exclusion situation described in (a) or (b) of point 19.2 above, production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

19.6.1.1

20. Award Criteria

20.1. General Remarks

- 20.1.1.1 Only if requirements of the exclusion and selection criteria are met, will the bid be evaluated in terms of quality and price.

- 20.1.1.2 The contract will be awarded based on the quality and price criteria and their associated weightings.
- 20.1.1.3 Evaluators will give marks between 0-10 (half points are possible) for each quality criterion:
- 20.1.1.4 Quality criterion 1 ($W_1 = 40\%$) - Fulfilment of technical requirements as described under Section 20.2.2
- 20.1.1.5 Quality criterion 2 ($W_2 = 10\%$) - Quality assurance of products and services as described under Section 20.2.3.
- 20.1.1.6 And for the price criterion:
- 20.1.1.7 Price criterion 1 ($W_{Price\ 1} = 50\%$)

The score is calculated as

$$S = SQ + SP$$

where:

The average quality score 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

$$SQ = \sum_i Q_i * W_i * 10$$

The score for price is

$$SP = \sum_i \text{Mark for price } i * 10 * W_{Price_i}$$

When calculating the score for quality SQ and score S, the bid must reach a minimum of 60 % for Q_1 and for Q_2 and a minimum of 60 % for SP.

If the bid has reached a minimum of 70 % for the score S it will be taken into consideration for awarding the contract.

20.2. Quality award criteria (50%)

20.2.1. General considerations

- 20.2.1.1 The requirements on the Contractor as outlined in this document will be used by the Agency to assess the technical aspects proposed in the bid. To facilitate this evaluation,

the Bidder is requested to prepare a compliance matrix in digital format stating the compliancy level with each requirement (fully compliant, partially compliant, non-compliant), in the case of partial compliancy, the Bidder shall state the reasons. The compliancy matrix shall be provided together with the bid. The compliance matrix will be used by the Agency to evaluate the bid for the level of compliance with the requirements described in this document.

- 20.2.1.2 A series of technical award criteria will be used to evaluate technical aspects of the products and services proposed by the company/consortia. These criteria are listed below, together with a short explanation and requests for supporting documentation.

20.2.2. Fulfilment of technical requirements - Q1 (40%)

- 20.2.2.1 The Agency shall refer to the bid and to the technical compliance matrix completed by the Bidder.
- 20.2.2.2 In particular the Agency shall evaluate the level of fulfilment of the following criteria. Each criterion is weighted equally.
- Licence use and distribution and modes offered: Quality of offer regarding fulfilment of the requirements regarding distribution and modes offered.
 - Planning and tasking services and reliability: Quality of offer regarding fulfilment of the technical requirements for planning and tasking particularly the planning timelines for emergencies, and reliability of delivery.
 - Priority: Quality of offer regarding fulfilment of the technical requirements for EMSA having the highest commercially available priority status for the programming of satellite data acquisition.

20.2.3. Quality Assurance of products and services - Q2 (10%)

- 20.2.3.1 The regular mechanism for quality checking and assurance used to perform the tasks under the terms of the contract will be evaluated according to the requirements section 4.3 and additionally in terms of the procedures to check the overall functioning, performance and quality of the data.

20.3. Price award criteria (50%)

- 20.3.1.1 The evaluators will consider all price elements of the bid for the evaluation of its economical advantage.
- 20.3.1.2 The price evaluation will be done based upon the following scenario:

Table 7 Scenario for price evaluation

	Number of licences	Price per licence
VHR1 image licence + planning (18 km x 8 km)	5	
VHR2 image licence + planning (20 km x 20 km)	50	
VHR2 image licence + planning (50 km x 50 km)	60	

VHR2 image licence + planning (50 km x 80 km)	40	
HR1 image licence + planning (50 km x 50 km)	5	
HR1 image licence + planning (125 km x 125 km)	5	
HR2 image licence + planning (100 km x 100km)	10	
MR1 image licence + planning (500 km x 500 km)	330	
MR1 image licence + planning (500 km x 800 km)	150	
Total Price scenario		

Note that the scenario is for price evaluation purposes only.

20.3.1.3 For evaluation of the price, the score will be given applying the following table. No price reduction as described in this technical specification in **Table 8 Step discount pricing method** is applied in this scenario calculation

Table 9 Price evaluation

Price offer	Marks
$\leq \text{€ } 800,000$	10
$\text{€}800,000 < x \leq \text{€}900,000$	9
$\text{€}900,000 < x \leq \text{€}1,000,000$	8
$\text{€}1,000,000 < x \leq \text{€}1,100,000$	7
$\text{€}1,100,000 < x \leq \text{€}1,200,000$	6
$> \text{€}1,200,000$	5

21. Rejection from the procedure

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

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;

- c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

22. Intellectual Property Right (IPR)

22.1. General Remarks and definitions

The Bidder has the right to license original satellite data, images and products with associated metadata and/or derivative works generated from Radarsat satellite program (hereafter referred to as "Products") to EMSA, and to establish a licensing scheme which will be adopted by EMSA for any area worldwide.

The Contractor will, under the terms of the framework contract and for the Products acquired within any area worldwide, grant EMSA rights that shall apply to the Products.

The intellectual property rights and the ownership of the Products remain with the satellite owner, except for 'Further Processed Data'. 'Further Processed Data' are data that have been derived from the Products and have been produced by significantly and irreversibly modifying the Products. Data are considered as 'Further Processed Data' if they can, by no means, lead back to the Products. Any 'Further Processed Data' which will belong to EMSA will not be subject to any copyright and other intellectual or industrial property rights of the Contractor.

Any 'End User Licence Agreement (EULA)', agreed between the Contractor and EMSA, will be applicable to the authorised end users. The terms of the framework contract precedes the articles in the EULA.

The Contractor retains the ownership of the intellectual property rights in the existing Contractor-owned software which will be used for an interface between EMSA and the Contractor.

There should be no restrictions regarding the acquisition/distribution of satellite images and derived added value products including by country and/or by EMSA product class. Restrictions imposed by governmental bodies i.e. the Canadian Government are considered exempt. References to the validity of any governmental restrictions per EMSA product class should be included in the offer.

22.2. Results and pre-existing rights

If the results are not fully created for the purpose of the contract this should be clearly pointed out by the Bidder in the tender. Information should be provided about the scope of pre-existing rights, their source and when and how the rights 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.

23. ANNEX A: The TOR and JOU of the Earth Observation Data Centre

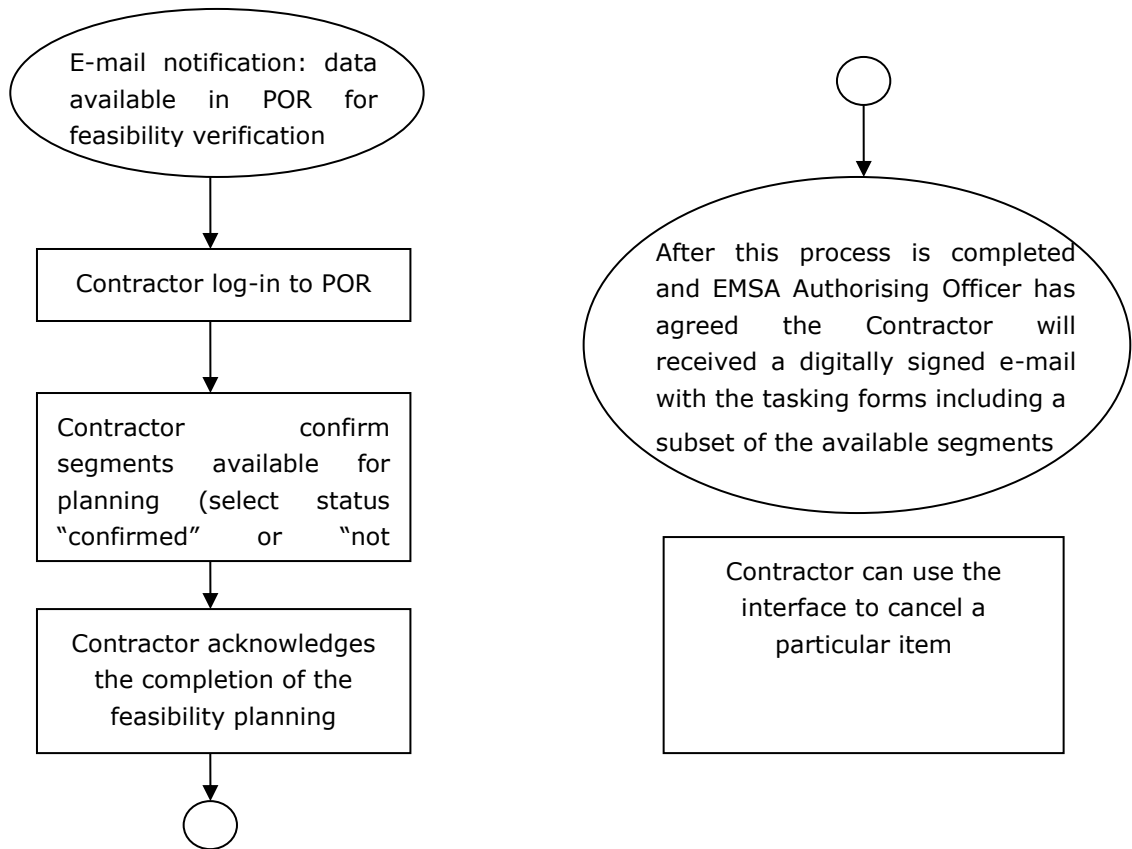
A.0.0.1 The Contractor shall use two systems of the Earth Observation Data Centre (EODC) to routinely exchange planning-related information with EMSA:

- Planning and Ordering system (TOR): to confirm the availability of the segments for tasking, and to cancel individual segments only due to Charter of Major Disasters requests, Emergency request, satellite manoeuvres or due to satellite safety reasons.
- Journaling system (JOU): to consult the scenes which have been tasked.

A.0.0.2 The TOR Workflow

- The Contractor will receive an e-mail informing that data is available in TOR for feasibility verification. This is done on request and generally the data available in the TOR will cover at least one month of acquisitions.
- The Contractor shall log-in to TOR and can export the EMSA initial planning to APT.
- The contractor shall use TOR to confirm which scenes/segments are available for planning.
- Once this is done the Contractor shall acknowledge that the feasibility analysis is done using TOR and an automatic e-mail will be sent to EMSA.

Figure 2 Schematic description of the POR workflow for satellite owner



- A.0.0.3 The Contractor shall respect the time limits described this specification.
- A.0.0.4 The Contractor will receive a digitally signed e-mail with the tasking order forms.
- A.0.0.5 To cancel a scene/segment the Contractor shall use the POR system, selecting the scene/segment and changing its status to cancel.
- A.0.0.6 In case EMSA will cancel a scene, the Contractor will be notified via e-mail.
- A.0.0.7 To generate service reports, the Contractor can log in to the JOU to extract information on the number of delivered/cancelled scenes or the ones not delivered due to an SP or SO anomaly.

24. ANNEX B: EMSA SAR Product class

EMSA product class (Resolution.Area)	Resolution Class Description	SAR product examples (Azimuthal Resolution)	Image acquisition area x in 1000 km ²
VHR1	Very High Resolution 1 where resolution: $x \leq 1\text{m}$	RADARSAT-2 SPOTLIGHT A (0.8m)	
VHR2	Very High Resolution 2 where resolution: $1\text{m} < x \leq 4\text{m}$	RADARSAT-2 ULTRA-FINE (2.8m)	
HR1	High Resolution 1 where resolution: $4\text{m} < x \leq 10\text{m}$	RADARSAT-2 EXTRA-FINE (2.8m)	
HR2	High Resolution 2 where resolution: $10\text{m} < x \leq 30\text{m}$	RADARSAT-2 WIDE (24.7), RADARSAT-2 STANDARD (24.7)	
MR1.1	Medium Resolution: $30\text{m} < x \leq 100\text{m}$	RADARSAT-2 ScanSAR Wide (100m) RADARSAT-2 ScanSAR Narrow (60m)	$X \leq 30$
MR1.2			$30 < X \leq 70$
MR1.3			$70 < X \leq 150$
MR1.4			$150 < X \leq 300$
MR1.5			$300 < X \leq 700$
MR1.6			$700 < X \leq 1500$

25. ANNEX C: EICD

EICD 1.4 is available from EMSA as an electronic file in zip format.