

**Ref. Frontex/OP/932/2018/JL/MS**

# **Aerial Surveillance Services for Border & Coast Guard Functions**

**Tender Specifications - Annex I**

Last reviewed on  
30/08/2018



## Contents

<b>1. Terms and Definitions</b>	<b>4</b>
<b>2. Background</b>	<b>9</b>
<b>3. Objectives</b>	<b>10</b>
<b>4. Introduction to Frontex</b>	<b>11</b>
<b>5. Introduction to European Fisheries Control Agency - EFCA</b>	<b>11</b>
<b>6. Description of the Tender</b>	<b>12</b>
6.1. The tender process	12
6.2. Contract Description	12
6.3. Participation in the tender procedure	12
6.4. Participation of consortia	13
6.5. Subcontracting	13
6.6. Assessment of joint tenders and tenders involving subcontracting	13
6.7. Cost of preparing tenders	14
6.8. Confidentiality and public access to documents	14
<b>7. Implementation of FWC</b>	<b>15</b>
7.1. Types of assignments	15
7.1.1. Reopening of Competition	15
7.1.2. Specific Contracts	15
7.2. Acceptance	16
7.3. Prices and payment	16
7.4. Language	16
7.5. Points of Contact	16
7.6. Methodologies, best practices and standards	17
7.7. Underperformance	17
7.8. Escalation	17
<b>8. Terms of Reference</b>	<b>18</b>
8.1. Description of the services & scope of the contract	18
8.2. Indicative Implementation plan for the FWC	18
8.3. Financial Ceiling	19
8.4. General Requirements	20
8.4.1. Duration	20
8.4.2. Venue	20
8.4.3. Services to be delivered by the Tenderers	20
8.4.4. Data management and Information Security	24
8.4.5. Working environment and conditions	26
8.4.6. Costs and prices	26
8.5. Specific Requirements	28
8.5.1. Lot 1 - Land Area Aerial Surveillance	28

8.5.1.1. Lot 1 - Cost Scenario (hypothetical)	29
8.5.2. Lot 2- Coastline Maritime Area Aerial Surveillance	30
8.5.2.1. Lot 2 - Cost Scenario (hypothetical)	31
8.5.3. Lot 3 - Mid-Range Maritime Area Aerial Surveillance - data sharing via Remote Mission Portal	32
8.5.3.1. Lot 3 - Cost Scenario (hypothetical)	33
8.5.4. Lot 4 - Long-Range Maritime Area Aerial Surveillance - data sharing via Remote Mission Portal	34
8.5.4.1. Lot 4 - Cost Scenario (hypothetical)	35
8.5.5. Lot 5 - Mid-Range Maritime Area Aerial Surveillance - data sharing via direct data streaming	35
8.5.5.1. Lot 5 - Cost Scenario (hypothetical)	37
8.5.6. Lot 6 - Long-Range Maritime Area Aerial Surveillance - data sharing via direct data streaming	37
8.5.5.1. Lot 6 - Cost Scenario (hypothetical)	38
<b>8.6. Exclusion criteria</b>	<b>39</b>
<b>8.7. Selection criteria</b>	<b>39</b>
8.7.1. Legal capacity	39
8.7.2. Economic and financial capacity	40
8.7.3. Technical and professional capacity	40
<b>9. Award of the contract</b>	<b>42</b>
9.1. Technical proposal	42
9.2. Technical evaluation for entering the Framework Contract	42
9.3. Choice of the selected tenderers to enter the Framework Contract	42
9.4. Technical evaluation for Specific Contracts Award	43
9.5. Financial proposal	45
9.6. Choice of the selected tenderer to execute a Specific Contract.	45
9.7. No obligation to award	45
9.8. Notification of outcome	45

## 1. Terms and Definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its annexes, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning:

Term	Abbreviation	Meaning
<b>Airborne Mission Systems Operator</b>		Responsible for operating the radar, communications and electronic equipment, help manage the space during missions. Coordinating all of the necessary data received.
<b>Airspace</b>		Any three dimensional area where the surveillance operations are conducted. Applicable rules, regulations and conditions in place for that airspace dictates the classification and flight rules in place - VFR and IFR.
<b>Area of Interest</b>	Aoi	The geographical area where information that will satisfy a Mission information requirement can be collected. Areas of Interest are inside the Service Deployment Area.
<b>Asset</b>		It is a resource controlled by the Contractor (manned fixed wing aircraft or helicopter) capable to perform a mission.
<b>All-purpose structured EUROCONTROL surveillance information exchange</b>	ASTERIX	ASTERIX is a set of documents defining the low level implementation of a data format used for exchanging surveillance-related information and other ATM applications.
<b>Base Airport</b>		The airport determined in the Description of Assignment for the Specific Contract in the Host country of the operation, where the deployment of the asset will be done, taking into account the operational suitability, working hours and the existence of adequate logistic services.
<b>Beyond Line of Sight</b>	BLOS	A related term used to describe radio communications capabilities that link personnel or systems too distant or too fully obscured by terrain for Line of Sight.
<b>Broadband Link</b>		A high-capacity transmission technique using a wide range of frequencies, which enables a large number of messages to be communicated simultaneously using a single telecommunication link.
<b>Compiled Tactical Picture</b>		The Contractor shall be able to present in a geospatial information system (GIS) and to disseminate in formats specified in this document correlated and fused data captured by all the sensors in the aircraft payload, including in a single screen: <ul style="list-style-type: none"><li>• Moving Mission Map</li><li>• Aircraft GPS position</li><li>• Sensors footprint</li><li>• Areas and flight pattern</li><li>• Radar and AIS Tracks correlated</li><li>• Georeferenced objects and incidents of interest</li><li>• Metadata text associated to objects and incidents of interest</li></ul>
<b>Coordination Centre</b>	CC	A centre located at Frontex, EFCA, in a participating country or at any other EU Agency/Institution, responsible for the coordination of the asset and related deployed staff/crew.

<b>Data Link</b>		A telecommunication link over which data is transmitted.
<b>Deployment</b>		Arrangements done by the Contractor, to have his asset(s) and other assets and logistics deployed and tested at the Base Airport.
<b>EU, EEA, and SAC</b>		European Union, European Economic Area, Schengen Associated Countries.
<b>EU security clearance certificate</b>		<p>The term EU security clearance certificate shall be read as:</p> <ul style="list-style-type: none"> <li>- A clearance certificate for the level of CONFIDENTIEL UE/EU CONFIDENTIAL issued by the respective NSA/DSA and provided by the management or the security officer (if there is one) of the company itself;</li> <li>- A Request for Visit (RFV) or a clearance certificate issued by the NSA/DSA and directly communicated to Frontex through official channels (to the LSO).</li> </ul> <p>There is no other equivalent EU security clearance certificate. In particular, any kind of NATO security clearances will not be accepted.</p>
<b>Flight capabilities of the aircraft</b>		The aircraft shall be certified to fly in any class of airspace under VFR (Visual Flight Rules) and IFR (Instrumental Flight Rules).
<b>Flight rules</b>		The rules and regulations that are applicable depending on flight conditions, airspace classification etc. for the surveillance missions - VFR and IFR that must be met by the Contractor.
<b>Flight time</b>		The elapsed time between when the aircraft leaves the surface of the earth (take-off) until it comes into contact with the ground (landing).
<b>Full Motion Video</b>		Digital video data that is transmitted or stored on video discs for real-time reproduction on a computer (or other multimedia system) at a rate of not less than 25 frames per second, and not less than 320 x 240 pixels.
<b>Ground Station</b>	GS	A deployed container, served by the Contractor crew capable to monitor payload and asset data and that may include a payload remote control system.
<b>Host Country</b>	HC	For this document: The EU Member State or Third Country where the Base Airport is situated.
<b>Line of Sight</b>	LOS	Type of propagation that can transmit and receive data only when transmit and receive stations are in view of each other without any sort of obstacle between them.
<b>Long range maritime surveillance mission</b>	Lot 4, Lot 6	The surveillance missions (7 hours minimum flight endurance with minimum 3 additional persons on board, as requested by the Contracting Authorities). These missions may also take place over TC waters, TC land territory, as well as to be operated from TC base airport. The difference between the Lots is the way of data sharing - via Remote Mission Portal for Lot 4 and via direct streaming of raw data for Lot 6.
<b>Maximum endurance</b>		Maximum mission endurance of the aircraft with mission equipment, crew and additional person (determined in the Lot) on board, including final reserve and contingency fuel.
<b>Maximum range</b>		The maximum distance that can be covered by an aerial asset with a specified payload before its fuel supply is exhausted (safe return to the base airport is guaranteed).

<b>Mid-Range maritime surveillance missions</b>	Lot 3, Lot 5	The surveillance missions (5 hours minimum flight endurance with minimum 1 additional person on board, as requested by the Contracting Authorities). These missions may also take place over TC waters, TC land territory, as well as to be operated from TC base airport. The difference between the Lots is the way of data sharing - via Remote Mission Portal for Lot 3 and via direct streaming of raw data for Lot 5.
<b>MISB ST 0601</b>		The Motion Imagery Standards Board defined the MISB ST 0601 standard for encoding various metadata parameters into the video stream. The metadata enables advanced Full Motion Video applications such as locating the video frame on a map, locating and mapping features within the video frame, viewing the sensor ground track and pointing direction, and multicast broadcasting.
<b>Mission</b>		An assignment, within the framework of a Specific Contract, implemented during the operational flight into an Area of Interest.
<b>Mission flight hour</b>		The one hour flight time executed during the scheduled flight mission. The flying hours have to be considered as the amount of time the aircraft spends in the air from the moment its wheels leave the runway (aircraft airborne) to the moment it touches down the runway (aircraft on ground).
<b>Narrowband Link</b>		Refers to data communication and telecommunications tools, technologies and services that utilize a narrower set or band of frequencies in the communication link.
<b>Near real time - NRT</b>		Near real time is pertaining to the timeliness of data or information which has been delayed by the time required for electronic communication and automatic data processing. This implies that there are no significant delays.
<b>NMEA 0183 standard</b>		The National Marine Electronics Association (NMEA) 0183 Interface Standard defines electrical signal requirements, data transmission protocol and time, and specific sentence formats for a 4800-baud serial data bus. Each bus may have only one talker but many listeners. This standard is intended to support one-way serial data transmission from a single talker to one or more listeners. This data is in printable ASCII form and may include information such as position, speed, depth, frequency allocation, etc. It is in general use by Automatic Identification System (AIS) devices.
<b>Object of Interest</b>	Ool	Any object/person located, in a specific period of time in the Area of Interest. Ex: for Maritime Aerial Surveillance: e.g. toy boats, small boats or fast boats used by smugglers, but not limited to this. For Land Aerial Surveillance: single person, group of people from 10 to 20 persons, vehicles (car, minibus).
<b>Operating empty weight</b>	OEW	It is the basic weight of an aircraft including the crew, all fluids necessary for operation such as engine oil, engine coolant, water, unusable fuel and all operator items and equipment required for flight but excluding usable fuel and the payload. Also included are certain standard items, personnel, equipment, and supplies necessary for full operations.
<b>Payload</b>		The payload carried by the asset, consisting of sensors and communication equipment, necessary for the purpose of the

		mission: e.g. Electro-Optical, Infrared, Radar, SATCOM, GPS and AIS Receiver, as well as the additional passengers on board.
<b>Pre-frontier Area</b>		'Pre-frontier area' means the geographical area beyond the external borders of the EU/SAC.
<b>Radar Tracks</b>		A path or a trail created automatically by a radar using echo signals. A radar track will typically contain the following information: Position (in two or three dimensions), Heading, Speed and a Unique track number.
<b>Raw data</b>		Also referred to as source data is the data collected from the sensors on board, e.g. Electro-optical Full Motion Video, AIS receiver, etc.
<b>Readiness Time</b>		The head time needed by the provider to test his asset communication and data transfer with the designated Coordination Centre before the starting date of the Service. It should include the necessary test flights.
<b>Relocation of service</b>		Includes all activities related to the displacement of the aircraft and crew members from/to the Base Airport defined in the Scenario/Specific contract to/from a new airport defined by the Contracting Authority. Time for announcing the relocation to the Contractor by the Contracting Authority should be not less than 6 calendar days before the first new scheduled flight mission from the new Base Airport.  It is not considered as relocation of service the need for the aircraft and the crew to spend max 2 nights per month for operational purposes to another location than the specified base airport within the operational area.
<b>Remote Mission Portal</b>		<p>Dedicated client directly connected to the aircraft presenting data/ information structured as follows:</p> <ul style="list-style-type: none"> <li>• The Portal should grant web based access to a number of authorized IP addresses via HTTPS (designated Coordination Centre, Frontex and/or EFCA, other authorized remote users from the Host country) with the possibility to administer locally the access to live and recorded video and to access display the live and recorded video.</li> <li>• The Portal interface should give structured access, for the duration of the service, at least to: <ul style="list-style-type: none"> <li>– Ongoing mission (if any): live Compiled Tactical Picture, live camera feed, chat with sensor operator</li> <li>– Schedule of future Missions</li> <li>– Information on finished Missions: mission reports, registered videos.</li> </ul> </li> </ul> <p>The contractor supplies all components required for the Remote Mission Portal to work properly.</p>
<b>Safety equipment</b>		Additional safety equipment needed for the mission, the list of this equipment (if considered applicable) will be stipulated in each Specific Contract requirements (e.g. life raft, etc.).
<b>Satellite Communications</b>	SATCOM	When a signal is transferred in a secure way between the sender and receiver with the help of satellite. In this process, the signal which is basically a beam of modulated microwaves is sent to the

		satellite. Then the satellite amplifies the signal and sends it back to the receiver's antenna located on the earth's surface.
<b>Service</b>		It is the subject of a Specific Contract. A service is composed of a number of flights called mission, each of these missions is carried out in a specific Areas of Interest, defined within the Service Deployment Area.
<b>Service Deployment Area</b>	<b>SDA</b>	The geographical area where information that will satisfy a Specific Contract requirement can be collected. A Service Deployment Area contains Areas of Interest.
<b>Situational Picture</b>		A graphical interface to present near-real-time data and information received from different authorities, sensors, platforms and other sources, shared to achieve situational awareness supporting reaction capability. The 'Compiled Tactical Picture' provided by the aerial asset contributes to the 'Situational Picture.'
<b>Streaming data cost</b>		The financial breakdown shall contain the cost of the near real data streaming in a separate budget line. The duration of live streaming will be determined in each Specific Contract.
<b>Tactical User</b>		For this document: officials appointed by different entities and located at a designated Coordination Centre acting on the Surveillance Information provided by the aerial asset.
<b>Test flight</b>		The Contractor is obliged to conduct all necessary equipment tests (sensors, communications) and demonstrate the Contracting Authority and the Host Country authorities the optimal functioning of payload and data transfer (e.g. compiled picture, etc.) in a test flight before the first effective day of mission.
<b>Third Countries</b>	<b>TC</b>	Nations that are not part of the EU/SAC (Non-exhaustive list of Third Countries which could be possibly part of Frontex/EFCA area of interest includes the countries from the Black Sea and the Mediterranean region, some West or North African countries, as well as any Third Country within Europe).



---

## 2. Background

---

Frontex concluded in September 2015 a Framework Contract (FWC) for Aerial Surveillance Services, Assets and Expert Support with seven commercial companies for Lot 1 (maritime surveillance) and six commercial companies for Lot 2 (land surveillance) for a period of two years with a possibility of extension by another two. This 2015 Aerial Surveillance FWC provided Frontex with the operational capacity to satisfy Land Border Surveillance and (medium endurance) Maritime Surveillance needs, with flexibility, light administrative burden and at competitive prices. Practically the service was available at any moment when an operational need was identified.

- **New Technical Requirements:** The experience on the use of these services has helped Frontex to discover a number of shortcomings in the definition of the actual contract technical requirements (e.g. host countries requirement for data management security; aerial platform weather resilience; longer endurance as well as additional/extended requirement related to the working space - number of seats in order to accommodate increased number of passengers present simultaneously on board e.g. representatives of different stakeholders - host MS authorities, EFCA, Frontex, etc.);
- **New Areas of Services Deployment:** The new Frontex mandate extends the Agency's scope of activities, now covering Coast Guard functions, and also the geographical area of potential surveillance interest (e.g. surveillance of or on Third Countries);
- **New Potential Service Users:** The current Frontex mandate emphasizes the cooperation between EU agencies and other EU organisations with activities in the maritime domain. Frontex may, following commonly agreed procedures, provide those EU organizations with surveillance services (e.g. EMSA, EFCA, etc).

The provisions of the new contract (2018 Aerial Surveillance FWC), the object of this interinstitutional procurement procedure, shall ensure extended operational capacity, flexibility and a better reflection of the incorporation between border and coast guard functions. The provisions shall also ensure a better inter-agency and inter-organisation cooperation. Its prospective stakeholders will be Frontex and EFCA.

### 3. Objectives

The new European Border and Coast Guard Regulation<sup>1</sup> (hereinafter the ‘Regulation’) sets out at Article 38 that Frontex may acquire or lease technical equipment to be deployed during joint operations, pilot projects, rapid interventions, migration management support team deployments, joint return operations or technical assistance projects, and in accordance with the financial rules applicable to the Agency. This Regulation extends also the purpose and the geographical areas for potential Frontex surveillance interests, e.g. in the context of coordinated European monitoring activities.

The global objective of this tender is to enable Frontex and EFCA to have at their disposal aerial surveillance equipment, with a high level of deployability and availability that should permit these agencies to cover their requirements for operational surveillance capability.

The scope of this tender, aligned with the Regulation, is to establish a Framework Contract (FWC) with re-opening of competition, in order to acquire Manned Aerial Surveillance Services, which should include assets and experts. Frontex and EFCA seek medium term cooperation with a maximum of 10 Contractors providing Aerial Surveillance in each of the Lots of the FWC, offering the best “value for money”, and able to sustain readiness for cost-efficient surveillance services, termed competitive Specific Contracts, along the duration of the FWC.

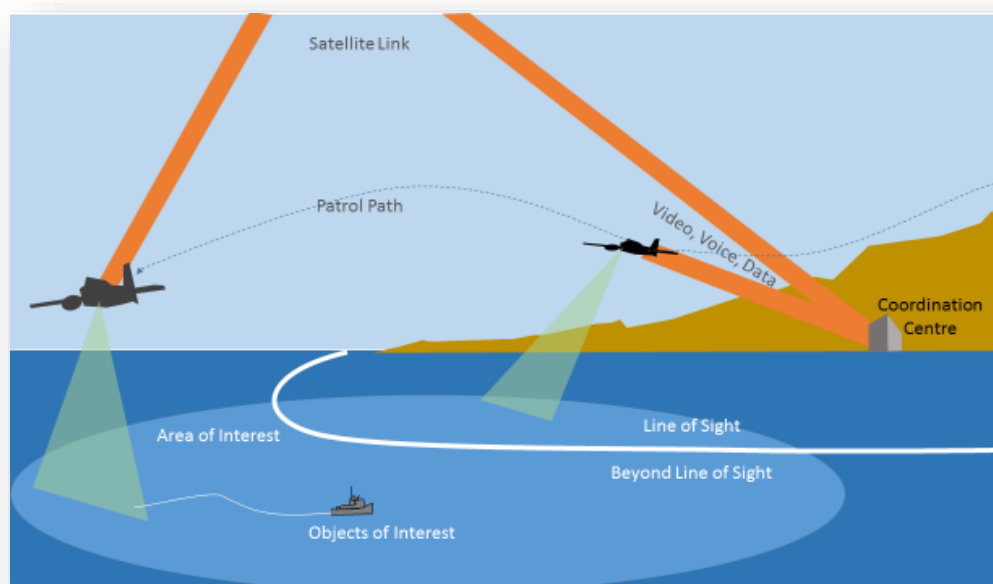


Figure 1 Aerial Surveillance Service Description addressing a Maritime Scenario

The scenario depicted in Figure 1 shows a typical Maritime Aerial Surveillance Service requested under this FWC. The image depicts an asset sending surveillance data and information to the coordination centre. This ‘artist’s impression’ reflects the development of a mission where the asset surveys the Area of Interest, included in the Service Deployment Area, searching ‘objects of interest’ and passing surveillance data and information to the Operation Coordination Centre designated by the Service Requestor. For this transfer, the asset is using a direct link when flying within Line of Sight, changing seamlessly to a Satellite link when, and if, flying Beyond Line of Sight.

<sup>1</sup> Regulation (EU) 2016/1624 of the European Parliament and of the Council of 14 September 2016 on the European Border and Coast Guard and amending Regulation (EU) 2016/399 of the European Parliament and of the Council and repealing Regulation (EC) No 863/2007 of the European Parliament and of the Council, Council Regulation (EC) No 2007/2004 and Council Decision 2005/267/EC (OJ L 251, 16.09.2016, p. 1

---

## 4. Introduction to Frontex

---

The mission of Frontex - the European Border and Coast Guard Agency - is to ensure a coherent European integrated border management by facilitating and rendering more effective the application of existing and future Union measures relating to the management of the external borders, in accordance with its tasks and in full respect of the Union *acquis* on fundamental rights.

The Agency was set up in 2004 to reinforce and streamline cooperation between national border authorities. In pursuit of this goal, Frontex is responsible for several operational areas, which are defined in the Regulation. In 2016, the Agency's mandate was enhanced and its name changed to the *European Border and Coast Guard Agency* still to be commonly referred to as Frontex. The areas of activity relevant to this contract are:

- Capacity Building: Frontex supports Member States in building and achieving a high and uniform level of control and surveillance of their external borders and is a driving force in the further development of the European potential regarding integrated border management.
- Operations: Frontex plans, coordinates, implements and evaluates joint operations, Feasibility Study projects, multipurpose and rapid intervention operations.
- Information systems and information sharing environment: Information regarding emerging risks and the current state of affairs at the external borders form the basis of risk analysis and the so-called "situational awareness" for border control authorities in the EU. Frontex develops and operates information systems enabling the exchange of such information, including the European border surveillance system (Eurosur<sup>2</sup>).

Frontex supports the Member States to achieve an efficient, high and uniform level of border control. More about the origin of Frontex, organisation, mandate, activities, strategy and planned activities, especially the recent Frontex Programme of Work<sup>3</sup>, can be found in the official information section published on the Frontex website.

## 5. Introduction to European Fisheries Control Agency - EFCA

The mission of EFCA is to promote the highest common standards for control, inspection and surveillance under the Common Fisheries Policy (CFP). The European Fisheries Control Agency (EFCA) will function at the highest level of excellence and transparency with a view to developing the necessary confidence and cooperation of all parties involved and, in so doing, to ensure effectiveness and efficiency of its operations. European Union governments agreed to establish EFCA in the 2002 reform as part of the drive to instil a culture of compliance within the fisheries sector across Europe. In April 2005, they adopted the necessary legislation with Council Regulation (EC) No 768/2005. Its primary role is to organise coordination and cooperation between national control and inspection activities so that the rules of the Common Fisheries Policy are respected and applied effectively. The Regulation was significantly amended on 14/09/2016 by Regulation (EU) 2016/1626 extending the EFCA role to European cooperation on Coast Guard functions, which includes also multipurpose operations.

Based on the above legal framework, EFCA may provide services to Member States, relating to surveillance, control and inspection in connection with their obligations concerning fisheries in European Union and/or international waters, including the chartering, operating and staffing of control and inspection platforms.

### Vision and values

The European Fisheries Control Agency contributes to the conservation of marine biological resources in organising operational coordination of fisheries control and inspection activities by the Member States and assisting them to cooperate so as to comply with the rules of the Common Fisheries Policy in order to ensure its effective, uniform and transparent implementation.

---

<sup>2</sup>Regulation (EU) No 1052/2013 of the European Parliament and of the Council of 22 October 2013 establishing the European Border Surveillance System (EUROSUR) (OJ L 295, 6.11.2013, p. 11).

<sup>3</sup><http://frontex.europa.eu/about-frontex/governance-documents/2017>

## 6. Description of the Tender

### 6.1. The tender process

The purpose of the competitive tendering for awarding contracts is two-fold:

- to ensure process transparency;
- to obtain the desired service quality at the best possible price

The procurement procedure is governed by the following legal provisions:

- Part 1, Title V of Regulation (EU, Euratom) No 2018/1046 of 2 August 2018, with all amendments, on the financial rules applicable to the general budget of the Union;
- Part 1, Title 5 of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012, with all amendments, on the rules of application of Regulation (EU, Euratom) No 2018/1046 of 2 August 2018 on the financial rules applicable to the general budget of the Union.

### 6.2. Contract Description

The services required by Frontex and EFCA are described in the terms of reference in chapter 8 of the present tender specifications. In drawing up a tender, tenderers should bear in mind the provisions of the draft contract (a separate Annex to the invitation to tender). In particular, the draft contract indicates the method and the conditions for payments to the Contractor. The contractual conditions set out hereby are considered to be exclusive obligatory at any time. If any Tenderer or Contractor also stipulates the applicability of their company's own contractual conditions in their offer for FWC or SC, such offer will be rejected.

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in the tender dossier documentation annexed to the invitation to tender. An offer which does not contain all the required information and documentation or provides it in a different format than following the mandatory template, may be rejected.

### 6.3. Participation in the tender procedure

This procurement procedure is open to any natural or legal person (economic operator) established in the EU, EEA and SAC countries wishing to bid for the assignment. However, the prospective FWC, when entrusting tasks involving or entailing access to or the handling or storage of EU Classified Information, will be signed only with economic operators registered in such EU, EEA and SAC countries, with which a security of information agreement or an administrative arrangement has been concluded in accordance with Chapter 7 of the Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information.

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 8.6 of these tender specifications and must have the capacity to allow them to participate in this tender procedure (see section 8.7).

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or Frontex or EFCA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

Without prejudice to the application of liquidated damages laid down in the contract, tenderers and Contractors who have been found guilty of making false declarations concerning situations of their companies or have been found to have seriously failed to meet their contractual obligations in an earlier procurement or grant shall be subject to the administrative and financial penalties set out in Article 145 of Commission Delegated Regulation (EU) No 1268/2012 of 29/10/2012 (OJ L 362 of 31/12/2012).

## 6.4. Participation of consortia

A consortium may submit a tender on condition that it complies with the rules of the competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such grouping (or consortium) must specify the company heading the project (the leader) and must also submit a copy of the document authorising this company to submit a tender. All members of a consortium (e.g., the leader and all other members) are jointly and severally liable to the contracting authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section 8.6 and 8.7 of these tender specifications). Concerning the selection criteria ‘technical and professional capacity’, the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible entity will result in the automatic exclusion of that entity. In particular, if that ineligible entity belongs to a consortium, the whole consortium will be excluded.

## 6.5. Subcontracting

Subcontracting is allowed, provided that the tenderer must clearly indicate in the tender which parts of the work will be subcontracted and to which subcontractor. The bid shall also include a letter of intent by each subcontractor stating its intention to collaborate in case the contract is awarded. Nevertheless, the responsibility for the full execution of the contract rests with the Contractor, as the contracting authority will have no direct legal commitment with subcontractors. Subcontractors must satisfy the eligibility and exclusion criteria applicable to the award of the contract.

The Contractor of a Specific Contract (SC) may be supported by associated partners providing local expertise and logistical support. If such local support is perceived by the Contractor as needed for the interest of the contracting authority in the scope of a SC, a prior authorisation from that contracting authority must be received and reflected in the SC. The FWC Contractor remains the sole party which is contractually liable. Where no subcontractor is given, the work will be assumed to be carried out directly by the tenderer.

## 6.6. Assessment of joint tenders and tenders involving subcontracting

Joint tenders shall be assessed as follows:

- a) The exclusion criteria and the selection criteria for economic and financial capacity shall be assessed in relation to each company individually<sup>4</sup>
- b) The selection criteria for technical and professional capacity shall be assessed in relation to the combined capacities of all members of the consortium, as a whole.
- c) The award criteria shall be assessed in relation to the tender, irrespective of whether it has been submitted by a single legal or natural person or by a tendering group.

Joint offers in the stage following the award:

If the Tenderer submits a joint offer but has not yet set up an entity with a legal form, and if he is awarded the contract, the contracting authority may require the Tenderer to give a formal status to his collaboration before the contract is signed, if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of Frontex/EFCA contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The contract shall be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the group (a power of attorney or sufficient authorisation has to be provided and shall be attached to the contract as an annex), when the Tenderers have not formed a legal entity.

---

<sup>4</sup> For the criteria that are deemed to be achieved above a certain level, e.g. overall turnover or turnover with the respect to the specific procurement, a consolidated assessment of all members of consortium together shall be made.

Tenders involving subcontracting shall be assessed as follows:

- d) The exclusion criteria and the selection criteria for economic and financial capacity shall be assessed in relation to each company individually<sup>5</sup>.
- e) The selection criteria for technical and professional capacity shall be assessed in relation to the combined capacities of the Tenderer and the subcontractor, as a whole, to the extent that the subcontractor puts its resources at the disposal of the Tenderer for the performance of the contract.

The awarding criteria shall be assessed in relation to the tender. Subcontracting as such cannot be an awarding criterion.

## 6.7. Cost of preparing tenders

The invitation to participate in a tender procedure does not constitute any commitment on behalf of Frontex or EFCA for award of the contract to a company. Frontex or EFCA shall not reimburse any costs incurred by Tenderers in preparing and submitting offers.

## 6.8. Confidentiality and public access to documents

In the general implementation of its activities and for the processing of tendering procedures in particular, Frontex/EFCA observes the following EU regulations:

- a) Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- b) Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- c) Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

---

<sup>5</sup> For the criteria that are deemed to be achieved above a certain level, e.g. overall turnover or turnover with the respect to the specific procurement, a consolidated assessment of a Tenderer plus subcontractor together shall be made, to the extent that the subcontractor puts its resources at the disposal of the Tenderer for the performance of the contract..

---

## 7. Implementation of FWC

---

### 7.1. Types of assignments

The following Lots are envisaged to be procured under this Framework Contract (FWC):

- Lot 1: Land Aerial Surveillance (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
- Lot 2: Coastal - Aerial Surveillance (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
- Lot 3: Mid-Range Maritime Aerial Surveillance with providing of information via Remote Mission Portal and sharing of compiled operational picture (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
- Lot 4: Long-Range Maritime Aerial Surveillance with providing of information via Remote Mission Portal and sharing of compiled operational picture (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
- Lot 5: Mid-Range Maritime Aerial Surveillance with live streaming of raw data (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);
- Lot 6: Long-Range Maritime Aerial Surveillance with live streaming of raw data (see definition in 'Terms and Definitions' and provisions in 8.4.3. Services to be delivered by the Tenderers);

#### 7.1.1. Reopening of Competition

The FWC shall be implemented by means of Specific Contracts (SC).

These SCs shall be awarded based on the specific proposals submitted by the framework Contractors in response to Requests for Services within a specific Lot, issued by the contracting authority.

Each time the competition is reopened, the framework Contractors for the Lot concerned shall be invited to submit proposals for the specific assignment described by the contracting authority in the request for services.

The contracting authority shall establish and communicate to the framework Contractors for the Lot concerned the deadline for submitting the specific proposals and relevant award criteria for their evaluation. That deadline will not be shorter than 3 working days calculated from its e-mailed notification to the framework Contractors for the Lot concerned. There will be a possibility to submit offers in electronic version (pdf format preferred for the text files) to the functional e-mail address of the Contracting Authority.

In general, each specific contract shall be awarded on the basis of the most economically advantageous specific proposal, using the evaluation criteria in Table 3 and Table 4 and the price/quality ratio (40/60) used for awarding the framework contract.

#### 7.1.2. Specific Contracts

For each service execution within the FWC, the contracting authority will release to the Framework Contractors for the concerned Lot a Request for Services, which will define:

- The timeframe, the geographical area where the aerial surveillance service will be used, Objects and Events of Interest, Combination of sensors, communication capacity required in the asset, as well as transfer of data/information to the Coordination Centre(s) designated by the contracting authority for further distribution and exploitation.
- In some Specific Contracts the Contracting Authorities may require the bidders to provide information on the safety and security measures to be taken during the deployment to guarantee the safety and security

of all the deployed staff and assets in the operational area. Contracting Authorities also reserve ourselves rights for introduction into some prospective Specific Contracts certain additional requirements, not defined in the concluded Framework Contracts, but required for a given SC by the Host Country.

- If, after the receipt of the Request for Services, one of the FW Contractors requires clarifications, these clarifications shall be prepared without delay and distributed to all FW Contractors. Such requests for clarifications shall not be admissible on the last 48 hours before the deadline for submitting the specific proposal. Unless the clarifications imply modification of the initial request for services, the deadline for submitting proposals shall not be extended. The offers shall be evaluated using the evaluation criteria of table 3 and the results of their individual evaluation shall be communicated separately to the bidders. The Contractor which submits the most economically advantageous offer which meets all the mandatory requirements, will be awarded the specific contract.
- The Contractor must sign the Specific Contract within 3 working days of its receipt. Once the SC is signed by both parties, the provision of the service shall start not later than within 2 calendar weeks, unless otherwise provided in the particular Request for Services.

## 7.2. Acceptance

For any Specific Contract, the official acceptance of the service delivered will take place at pre-defined milestones: at the start, during the implementation and at the completion of each Specific Contract. It shall be conducted against the quality or acceptance criteria set in the Request for Specific Contract.

## 7.3. Prices and payment

All prices shall be in Euro, excluding VAT.

The payments for each specific contract shall be executed as follows:

Pre-financing:

- Upon signature of the specific contract the Contractor may issue a pro-forma invoice for a pre-financing payment corresponding to the value of the "Total financial cost of the service" from the Financial Proposal form for the Specific Contract, found in the relevant Annex to the Letter of Invitation, but not more than 20% of the total financial proposal of the offer (excluding relocation cost). The contracting authority shall pay the pro-forma invoice within 30 days after its receipt. The invoices for interim or final payment as described below shall indicate and deduct the advance payment until its amount is fully cleared.

Interim payment:

- Invoices for the first interim payment may be issued after the first 50 executed mission flight hours which is followed by interim payment(s) after blocks of 100 executed mission flight hours, based on a mission reports accepted by the contracting authority. The first interim payment can be requested only after the amount of pre-financing payment is consumed (meaning the number of flight hours corresponding to the amount of the advance payment have been executed and accepted). The payment shall be executed within 30 days after the receipt of the invoice.

Final payment:

- After acceptance of all deliverables and reception of the final invoice, the contracting authority will execute the final payment within 30 days.

## 7.4. Language

For the implementation of the Framework Contract and the Specific Contracts, all communications shall be made in English.

## 7.5. Points of Contact

Prior to the conclusion of the FWC, the Contractors shall nominate contact persons, as follows:



- Contact person to act as a single contact point vis-a-vis Frontex or EFCA for the purposes of implementation of the Framework Contract, who shall be available on a permanent basis. All the contractual correspondence and related coordination issues shall be channelled via this person;
- Project Manager(s) who shall be responsible for the implementation of individual, some or all the Specific Contracts granted to the company (the number of nominated Project Managers will depend on the decision of a Contractor, made when awarded a Specific Contract);
- Framework Contract Executive who shall be ultimately representing the Contractor's company, as well as its subcontractors vis-a-vis Frontex or EFCA (i.e. it will be the signatory person(s) for the FWC and for each awarded Specific Contract) and shall supervise the overall performance of the Contractor.

Frontex and EFCA will nominate their contact persons (Contract Managers) who will be single contact points for all the matters related to the FWC implementation.

## 7.6. Methodologies, best practices and standards

The Contractor shall perform in accordance with technical norms, standards and procedures based on best professional practice in the aeronautical and/or telecommunications field.

## 7.7. Underperformance

The conclusion of the FWC does not impose on the FW Contractor the obligation to submit a proposal in reply to each Request for Services; however, the contracting authority reserves the right to terminate the FWC in the following cases:

In case one of the FW Contractors:

- is not respecting its contractual obligations (fails to provide the asset, payload, communications, or mission support offered in their bid),
- after conclusion of the period of 1 year counted from the date of framework contract signature, is not responding to the issued Request for Specific Contracts (fails to submit a proposal for the third time in a row without justified reasons),
- is not submitting compliant proposals against the Request for Specific Contract (its proposals are evaluated to be below the minimum required levels for at least five times),

it may be recognized as a breach of the Contractor's obligations under the FWC, in which case the contracting authority may decide to terminate the FWC with this particular Contractor, in line with the provisions of the Contract.

## 7.8. Escalation

The Contractor shall continuously monitor the progress of the work and risks of underperformance. In case the Contractor registers underperformance or assesses a risk of underperformance behind acceptable tolerances established in the project plan, the Contractor must report it to the contracting authority according to standard reporting procedures agreed for the Specific Contract. If the standard reporting procedure does not correspond to the urgency of the issue, or in the Contractor's perception the report does not reflect proportionally the reported underperformance or risk, the Contractor shall escalate it by Means of Registered Communication to the contracting authority.

In case of observing serious underperformance or a risk of underperformance of the Contractor, the contracting authority may escalate this observation to the Contractor by Means of Registered Communication and this requires that the Contractor's higher management representative will be available to the contracting authority to report on the issue and propose countermeasures at short notice.

---

## 8. Terms of Reference

---

The terms of reference will become an integral part of the contract that may be awarded as a result of this tender procedure.

### 8.1. Description of the services & scope of the contract

For Aerial Surveillance Lots the following deliverables are requested:

- Provision of asset(s) fitted with the necessary payload, communications, and mission support as to be defined in each Description of Assignment related to a Specific Contract;
- Satisfactory performance of contractually foreseen surveillance flying hours following the tasking agreed in each Specific Contract;
- Availability of dedicated Contractor's and also subcontractor(s) (if subcontractor(s) is/are applicable for the given FWC) personnel to be deployed (as defined in 8.4.3, below), which may also be required to possess of CONFIDENTIEL UE/EU CONFIDENTIAL security clearance certificate, to ensure the proper operation of the aerial asset(s) and the communication links. The possession of the EU security clearance certificates by the proposed personnel is not mandatory for signing the Framework Contract, but it may constitute a mandatory requirement for awarding some of the prospective Specific Contracts;
- When the contracting authority or the Host Member State requires that the information is sent directly from the satellite to a dedicated server with provided location as specified by the Contracting Authorities or to the national authority, direct secure wideband communication with the designated Coordination Centre will be required as a mandatory requirement in the SC (e.g. via a satellite communication station, installed by the Contractor at the Coordination Centre). The Contractor is required to provide the Satellite Communication Station. The wiring will be arranged on a case by case basis and details will be stipulated in each Specific Contract but the Contractor should have the capacity to provide the wiring in case it is requested by Frontex;
- Provision of asset data and information shared near real time in the format as specified in Chapter 8.4.3. via a broadband communication link with the contracting authority designated Coordination Centre (e.g. compiled tactical picture).

### 8.2. Indicative Implementation plan for the FWC

The list below presents the indicative plan of the implementation of the Framework Contract, which is not binding on the contracting authority and may be adapted during the contractual period.

- First Specific Contracts are scheduled for the last quarter of 2018;
- The contracting authority may call more than one service in any of the Lots simultaneously;
- The estimated duration of the Specific Contracts for Lot 1, Lot 2, Lot 3 and Lot 4 is from 1 to 3 months;
- The estimated duration of the Specific Contracts for Lot 5 and Lot 6 is from 6 to 12 months;
- It is intended to launch 1 to 2 Specific Contracts annually under Lot 1, Land;
- It is intended to launch 1 to 2 Specific Contracts annually under Lot 2, Coastline;
- It is intended to launch 2 to 4 Specific Contracts annually under Lot 3, Mid-Range maritime surveillance mission data via Remote Mission Portal and sharing of compiled operational picture;
- It is intended to launch 2 to 4 Specific Contracts annually under Lot 4, Long-Range maritime surveillance mission data via Remote Mission Portal and sharing of compiled operational picture;
- It is intended to launch 6 to 8 Specific Contracts annually under Lot 5, Mid-Range maritime surveillance mission with providing of information via streaming of raw data;

- It is intended to launch 3 to 5 Specific Contracts annually under Lot 6, Long-Range maritime surveillance mission with providing of information via streaming of raw data;

	LOT 1	LOT 2	LOT 3	LOT 5	LOT 4	LOT 6
	Land	Coastal	Mid-Range	Mid-Range	Long-Range	Long-Range
Light fixed wing twin or single engine or rotary wing						
Light fixed wing twin engine						
Medium fixed wing twin engine						

Table 1 Expected Mix of Aircraft types to cover planned Operational Services

### 8.3. Financial Ceiling

Maximum budget available for the FWC is 27,000,000 EUR.

The Frontex estimated contribution to the total budget of the FWC is 25,000,000 EUR.

The EFCA estimated contribution to the total budget of the FWC is 2,000,000 EUR.

The indicated maximum budget of the FWC is envisaged to cover the entire maximum period of validity of the contract, i.e. up to 4 years, or 2+2 years (in the event that the contract is prolonged after the first 2-year-period).

The estimated division of budgetary allocations per each lot is as follows:

Lot 1: 1,500,000 EUR;

Lot 2: 2,500,000 EUR;

Lot 3: 4,300,000 EUR with the following breakdown:

- Frontex contribution - 3,500,000 EUR;
- EFCA contribution - 800,000 EUR;

Lot 4: 5,200,000 EUR with the following breakdown:

- Frontex contribution - 4,000,000 EUR;
- EFCA contribution - 1,200,000 EUR;

Lot 5: 9,000,000 EUR;

Lot 6: 4,500,000 EUR.

The maximum total duration of the FWC is 4 years.

The contracting authority reserves the right to:

- conduct exceptional negotiated procedure in accordance with Art.134.1(e) of Rules of Application to increase the financial ceiling of particular Lot(s), and consequently to sign a relevant Amendment to the FWC with these Contractors who agree on such financial ceiling increase, if such a need occurs.

## 8.4. General Requirements

The following requirements apply to any work item of the FWC, adherence to these requirements shall be explicitly confirmed by the Tenderer in his offer.

To enter the FWC the bidder shall declare, (relevant free-format declaration has to be submitted in its offer for the FWC) that in order to be fully prepared for the proper implementation of its contractual obligations, after the FWC signature, he and also subcontractor(s) (if subcontractor(s) is/are applicable for the given FWC) will initiate (if not in possession) the process for obtaining the EU security clearance certificate at level of CONFIDENTIEL UE/EU CONFIDENTIAL for the staff involved in management of data/information. Verification of the possession of proper and valid EU security clearance certificates will be done by Frontex/EFCA Security Officer during the evaluation of offers for the Specific Contract. Therefore, the EU security clearance certificates must be valid at the moment of submission of offers for the Specific Contracts.

In case the Contractor is awarded the Framework Contract, the Contracting Authorities reserve their rights to demand a check of the proposed in the technical offer Contractor's aerial capacity any time within 180 calendar days after the signature of the Framework Contract. The Contractor will be requested to provide a 2 hour test flight in order to demonstrate the declared aerial capacity. The details regarding the location and time of this test flight will be discussed and agreed by the Contracting Authorities with the Contractor at least 15 calendar days in advance. If the Contractor does not fulfil all the contractual requirements, maximum 2 (two) additional test flights will be scheduled within the period given above.

The cost of the test flight(s) should be borne by the Contractor.

If the particular Contractor is not able to prove the compliance with all the mandatory requirements stipulated in this ToR, by satisfactory passing of a test flight as stipulated above within maximum period of 180 calendar days after the signature of the Framework Contract, the Contracting Authority will terminate the Framework Contract with this Contractor.

### 8.4.1. Duration

The Framework Contract is expected to be concluded per each Lot for 2 years (renewable once for another 2 years) and have a maximum total duration of 4 years.

### 8.4.2. Venue

Any services contracted under this FWC, including those in the scope of any Specific Contract, should be performed by the Contractor in the designated Area of Service Deployment defined in each Specific Contract.

### 8.4.3. Services to be delivered by the Tenderers

The services provided by the Contractor involve both planned missions and short notice callouts to conduct aerial surveillance in the Areas of Interest which are composing an Area of Service Deployment, identified by the contracting authority. The provision of these services will require the following:

Aerial Assets:

- The fixed wing aircraft must be certified of operating in any class of airspace with the exception of Lot 1 and Lot 2;
- Contractor for this FWC must be certified in accordance with the EU legislation and needs to be registered in any EU Member State or a Schengen Associated Country;
- Aircraft type for Lot 1 and Lot 2: fixed wing aircraft and/or helicopters may be used;
- Aircraft type for Lot 3, Lot 4, Lot 5 and Lot 6: fixed wing aircraft;
- Aircraft for Lot 3, Lot 4, Lot 5 and Lot 6 must be certified for flight in at least light to moderate icing conditions. In some cases life raft drop-out capability can be also introduced as a mandatory requirement but it will be specified accordingly in the Description of the Assignment for the SC;
- Fixed wing aircraft may have either piston or turbine engine(s), the turbine engine can be mandatory for some Specific Contracts. Helicopters shall be turbine powered;

- Number of engines for Lot 1 and Lot 2: single or twin-engine;
- Number of engines for Lot 3, Lot 4, Lot 5 and Lot 6: twin-engine only;
- Aircraft type for Lot 1, Lot 2, Lot 3 and Lot 5 should have capacity to accommodate minimum 1 additional person on board. In some cases the requested number of additional persons on board may be up to 2 and it could be mandatory for the particular SC, however it is not mandatory to enter the FWC. In case the Company will be able to accommodate a second additional person on board, this capacity shall be declared in the technical offer to enter the FWC.
- Aircraft type for Lot 4 and Lot 6 should have capacity to accommodate minimum 3 additional persons on board. In some cases the requested number of additional persons on board may be up to 4 and could be mandatory for the particular SC, however it is not mandatory to enter the FWC. In case the Company will be able to accommodate a fourth additional person on board, this capacity shall be declared in the technical offer to enter the FWC.

Frontex flights will be implemented under “General Aviation” plan.

For some particular SCs, the Contracting Authorities keep the right to determine the maximum total weight of the additional personnel to be accommodated on board.

Proposed personnel:

- Flight crew (certified pilot(s) needed to deliver the surveillance flights day/night; Airborne System Mission Operators responsible for identifying, recording, and mapping of objects and areas of interest);
- Ground crew (technician(s) - for Maintenance, Payload management, Communications, etc.- needed to ensure the reliability and availability of the service);
- Operational support crew - deployed to the designated location for support to flight scheduling, report compilation, liaising with the flight crew, support to sensor data interpretation;
- The Contractor shall ensure provision of service with double crew in order to perform 2 flights per day even in case the second flight has not been scheduled before. Providing double crew is a mandatory requirement to enter the Framework Contract. However, for some Specific Contracts provision of double crew may not be a mandatory requirement;
- Depending on particular demands of the applicable Host Country, the proposed personnel involved in the management of data/ information may be required to be in possession of EU security clearance certificate, valid for the duration of the Specific Contract, at the minimum level of CONFIDENTIAL UE/EU CONFIDENTIAL (the declaration of possession of such EU security clearance certificates by the relevant personnel has to be stated in the Contractor’s offer for a SC). The Contracting Authorities reserve their rights to check possession and validity of these EU security clearance certificates through Security Officers;
- For some flights it may be required that additional personnel - representatives of EU Institutions, Member States, the Operator, Frontex and/or EFCA personnel based on the specific aim of the operational activity are to be taken on board. Except in such case, the personnel on board of the assets shall only be those required to achieve the task objectives.

Logistics:

- Customs issues;
- No International Traffic on Arms Regulation (ITAR) constrains;
- Insurances for people and equipment on board (including the additional personnel as defined above);
- Ground support for the assets;
- ATC authorizations.

Payload:

The asset shall be equipped with a combination of sensors, precise requirements will be identified in the Description of Assignment for each SC, as way of example and not to be considered as an exhaustive list:

- Electro-Optical/ Infrared camera (mandatory for all Lots);
- Maritime surveillance radar (not applicable for Lot 1, mandatory for Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6);
- The independent weather radar is not mandatory to enter the FWC but could be requested and considered as mandatory asset in the Description of the Assignment for some Specific Contracts for Lot 3, Lot 4, Lot 5 and Lot 6;
- AIS Receiver (not applicable for Lot 1, mandatory for Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6);
- Satellite phone location equipment (mandatory for Lot 5 and Lot 6);
- GSM phone location equipment (not mandatory to enter the FWC but might be requested for some Specific Contracts under Lot 5 and Lot 6);
- Others (e.g. Side Looking Radar, SOx & CO<sub>2</sub> Sniffer, Distress sensors / direction finder, IR/UV line scanner, Laser illuminator, ISAR laser fluoro sensor (not mandatory to enter the FWC but could be requested and considered as mandatory assets for some specific contracts).

#### Communications:

The asset should be able to communicate using a combination of the links listed below, precise requirements will be identified in the Description of Assignment for each SC:

- Broadband Data Link directly from the asset to the designated Coordination Centre:
  - Lot 1 and Lot 2: Line of Sight or Beyond Line of Sight (near real time motion video streaming and data) depending on the terrain and the specifics of the operational area of the service (only Line of Sight is mandatory for Lot 1 and Lot 2 but in some cases Beyond Line of Sight capability can be mandatory requirement which will be specified accordingly in the Description of the Assignment for the particular Specific Contracts);
  - Lot 3 and Lot 4: Beyond Line of Sight via Satcom (near real time motion video streaming and data);
  - Lot 5 and Lot 6: Beyond Line of Sight via Satcom (near real time raw data streaming).
- Voice over IP;
- Encrypted Chat/instant messaging capability (the minimum encryption required is HTTPS. However the bidders are encouraged to propose also their alternative ways for encryption of the chat/instant messaging, and data streaming);
- VHF (FM/AM) and UHF (the requirement can be fulfilled with handheld radios as well, the maritime band radio integrated in the aircraft communication system is not mandatory to enter the FWC but could be requested and considered as mandatory assets for some specific contracts);
- Portable Remote Video Terminal (when specified by the SC, the specific number remote video terminals will be stipulated within the requirements for each specific contract. Tentatively, the number of required remote video terminals may not exceed 5 pieces);

#### Compiled Tactical Picture:

Via Remote Mission Portal (mandatory for Lot 1, Lot 2, Lot 3, Lot 4 to enter the Framework Contract)

One way of sharing the collected information is via the Remote Mission Portal. On request, the Contractor shall make available at the designated Coordination Centre a dedicated client directly connected to the aircraft presenting data/ information structured as follows:

- The Portal should grant web based access to a number of authorized IP addresses via HTTPS (designated Coordination Centre, Frontex and/or EFCA, other authorized remote users from the Host country) with the possibility to administer locally the access to live and recorded video.
- The Portal interface should give structured access, for the duration of the service, at least to:
  - Ongoing mission (if any): live Compiled Tactical Picture, live camera feed, chat with sensor operator
  - Schedule of future Missions
  - Information on finished Missions: mission reports, registered videos

The bidder is required to describe in its bid the technical setup, the topology for the data flow and the details of the data processing in line with the requirements stipulated above.

Near real time data streaming:

Via direct raw data streaming - Lot 5 and Lot 6 in the event that the surveillance tasks are implemented for the purpose of creation of European Situational Picture (mandatory for Lot 5 and Lot 6 to enter the Framework Contract);

A considerable number of service requests will be dedicated to the implementation of tasks with the specific purpose of creating a European Situational Picture (ESP) and the Common Pre-Frontier Intelligence Picture (CPIP) as defined in Regulation 1052/2013 (establishing the European Border Surveillance System (Eurosur)). When such calls are launched by Frontex, the Contractor will be obliged to comply with the requirements stipulated below.

Data coming from Aerial Surveillance Services is one of the components that contribute to the creation of the (ESP) and the CPIP and the Common Pre-Frontier Intelligence Picture. In order to manage the data and information to compile this ESP and the CPIP, Frontex has implemented the Frontex CoreGIS system based on ESRI's ArcGIS 10.x platform to integrate the different sources.

The envisaged way of data distribution for the purpose of creating ESP and CPIP is therefore via near real time streaming services from the aircraft to Frontex/EFCA. The data streamed including FMV, AIS and Radar track data shall be provided in the formats specified below and streaming must be provided as unicast and multicast.

Frontex/EFCA reserves the right to introduce an additional security layer during framework contract execution by providing digital certificates in X.509 format to be used by the Contractor to secure the VPN channel.

For the near time data streaming setup, no data processing shall take place at the contractors or any other 3rd party premises. Pre-processing and data fusion on board of the aircraft however is permitted. In this case, the pre-processed and fused data shall be disseminated to Frontex/EFCA via OGCcompliant standards (e.g. Web Feature Service) or any other format readable by ESRI's ArcGIS platform such as ArcGIS GeoEvent server <https://www.esri.com/en-us/arcgis/products/arcgis-geoevent-server>. The Full Motion Video shall always be distributed according to the standards described below.

1. Full motion video (FMV)

FMV shall be provided in compliance with the MISB metadata standard (NATO STANAG 4609 at least Edition 3). The envisaged end result is locating the video frame on a map, locating and mapping features within the video frame, viewing the sensor ground track and pointing direction.

2. AIS

AIS data shall be streamed in native NMEA 0183 format. The AIS streaming data will be stored at Frontex/EFCA and integrated into the European Situational Picture unless pre-processing and fusion is carried out on board (see above).

3. Radar and other sensor data

There are various possibilities of disseminating and streaming radar track data and other sensor data if required in the request for service. The tenderer shall therefore propose a format, which can be easily integrated into ESRI's ArcGIS 10.x platform. The radar tracks will also be stored in the Frontex/EFCA ArcGIS environment.

4. Satellite phone location detection

This data shall be provided depersonalised and the tenderer shall propose a format, which can be easily integrated into ESRI's ArcGIS 10.x platform.

The bidder is requested to describe in its bid the technical setup, the topology for the data flow and the details of the data processing.

#### **8.4.4. Data management and Information Security**

Data management and information security are considered by Frontex/EFCA as a very important part of the solution.

##### **8.4.4.1. Access to data**

Access to the data will be granted by the contractor to his staff or the staffs of its sub-contractors ONLY on a need to know basis.

The staff of the contractor or its subcontractor shall not share with people not participating in the operation or its preparation any operational information (flight schedule, operational area, Ools, etc.) from the reception of the request for offer for a specific contract, during the deployment and even after the end of the deployment.

##### **8.4.4.2. Data and medium management**

Frontex is the owner of all the video records and the images captured by the aircraft during the flights.

For the Remote Mission Portal and real time streaming, the crew shall record all the surveillance activities performed during the flight. After the flights, the records are handed over to an appointed Frontex representative on a hard disk on weekly bases (details will be agreed during the briefing). No other copy will be made or kept by the Contractor or its subcontractor.

The records shall be erased from all the Contractor's data carriers latest on the last day of deployment. No hard drive used for such data transfer will be kept by the contractor after the last day of deployment.

When in the premises of the contractor, the hard drive will be stored in a secure place not accessible to persons not involved in the execution of the specific contract.

##### **8.4.4.3. Sensitivity of the data**

In addition to that, the collected information related to the position, status and type of the own asset used to execute the mission or any other own asset deployed in the Aol is classified at the level RESTREINT UE / EU RESTRICTED on the basis of the Article 10 of regulation No 1052/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 22 October 2013 establishing the European Border Surveillance System (Eurosir).

The rest of the entire set of collected data is considered sensitive.

##### **8.4.4.4. Security of the solution related to data handling, data transfer and data processing**

###### **8.4.4.4.1. Use of Encryption**

Taking into consideration the level of classification at the level RESTREINT UE/EU RESTRICTED of the data mentioned in the first paragraph of alinea 8.4.4.3. above, the encryption of the data in transfer must be implemented by one of the ways described here after( in a descending order of preference).

- Using equipment, configured in the appropriate way, which is included in the list of the Council - see the list at the following address: <http://www.consilium.europa.eu/en/general-secretariat/corporate-policies/classified-information/information-assurance/eu-restricted>.



The bidder shall describe the equipment it will use for the encryption of the data during the operation.

- Using equipment, approved by preferably two member states or at least one for the handling of information classified to the equivalent of RESTREINT UE/EU RESTRICTED and configured in the appropriate way.

The bidder shall describe the equipment it will use for the encryption of the data in transfer and deliver the certification of the proposed equipment by 2 or 1 MS, depending on the case.

- In case none of the solution mentioned above would be possible the bidder is requested to propose and describe in details a specific solution on the basis of which Frontex would be in the position to proceed with a risk analysis.

In the case of use of the Remote Mission Portal, the solution must guarantee the end to end encryption of the data.

In the case of “Near real time data streaming”, implying the transfer of the data to a server of a MS or/and of Frontex/EFCA the solution must guarantee the encryption between the flying platform and the network of the MS/Frontex/EFCA. In that case, the contractor shall provide the authority, in addition to the satellite receiver/transmitter, with a device that will decrypt and encrypt the flow of data to be located at the edge of the MS/Frontex/EFCA IT infrastructure or just in front of the server to which the receiver/transmitter must be connected. The contractor will be responsible for the maintenance and the support of that equipment. The network owner is responsible to adapt the configuration of its network and security device to enable the connectivity of this device to the receiver receiver/transmitter on board of the plan and to the server of the MS or Frontex/EFCA to which the data will be routed.

In addition to that, Frontex/EFCA reserve the right to introduce an additional security layer during the execution of the framework contract execution (e.g. by providing digital certificates in X.509 format to be used by the contractor to secure the VPN channel).

#### **8.4.4.4.2. Documentation of the solution in relation with data processing**

The bidder shall describe in detail the architecture, the components, services and the security measures that are implemented in order to guarantee the confidentiality, the integrity and the availability of the data during its processing, transfer and storage. This documentation must also include the components and services delivered by subcontractors and third parties (e.g. cloud provider if applicable). It must also deal with the hardening of the infrastructure and the patching policies in place for all components.

#### **8.4.4.4.3. Audit**

Frontex/EFCA may at any time perform on their own, or by use of a 3rd party, a security audit of IT the infrastructure and the IT standard operating procedures applied by the Contractor for the implementation of this framework contract in order to verify the conformity with the documentation provided. The Contractor will facilitate the performance of such audit.

#### **8.4.4.4.4. Penetration tests**

The solution must pass the attack vectors defined in the OSSTMM (Open Source Security Testing Methodology Manual) in its current version. If the deliverables include web-applications or other web-based technologies, they need to pass all the vulnerability tests defined in the OWASP standard (Open Web Application Security Project). The most current version is OWASP 4.0, which is constantly adjusted to cover new threats and attack vectors. Therefore, the current OWASP version at the time of signing the contract should be used as the reference.

a. Security Test shall cover at least the following:

- i. SQL injection to ensure that the SQL queries are parameterised and that any input used in a SQL query is validated.

- ii. Cross-site.
- iii. Cross-site request forgery.
- iv. Data access to look for improper storage of database connection strings and proper use of authentication to the database.
- v. Input/data validation to ensure all client-side validation is backed by server-side validation, to avoid poor validation techniques such as reliance on file names or other insecure mechanisms, and to make security decisions and output that is based on user input encoded using appropriate library
- vi. Authentication to ensure that minimum error information is returned in the event of authentication failure and to ensure that credentials accepted from users are securely stored (hashed with a key) and check if authentication attempts are audited
- vii. Authorisation to limit database access and to separation privileges
- viii. Sensitive data to avoid mismanagement of sensitive data by disclosing secrets in error messages, code, memory, files, or the network.
- ix. Auditing and logging to ensure the application is generating logs for sensitive actions and has a process in place for auditing log files periodically.
- x. Code that uses cryptography to check for a failure to clear secrets and improper use of the cryptography APIs themselves.

Frontex/EFCA may at any time perform on their own, or by use of a 3rd party, a security penetration test. If requested the contractor will facilitate the performance of such tests. In case the results indicate obvious security gaps or vulnerabilities or failures in the implementation and compliance with the required standards and practices the Contractor will be required to correct the system immediately at his own costs.

#### **8.4.5. Working environment and conditions**

The flying platform will be accommodated at the base airport(s) determined in the Description of Assignment for the Specific Contract which will be selected by the contracting authority in accordance with its definition (point 1), so taking into account the tactical suitability, adequate logistic services and its working hours compliance to the SC requirements for flights conduction. The Contractor should respect national legislation and flight regulations of the State where the base airport is located. In some Specific Contracts the relocation of the aerial asset will be requested with the pre-notified maximum number of relocations during the deployment period.

The Contractor is responsible for the logistics of the asset including but not limited to: airport accommodation for the asset, airport access for the crews, fuel and any other required ground support, security of the asset, crews accommodation.

The Contractor is also responsible for addressing custom and potential import issues, of getting the necessary flight permissions and diplomatic clearance, of Air Traffic Control management, and of procuring the necessary maps of the Operational Area.

The contracting authority will put the Contractor in contact with the designated Point of Contact (PoC) at the designated Coordination Centre, and this PoC will facilitate the access to all necessary operational briefings and de-briefings to the Contractor's crew.

Up to one week before the deployment, the Contractor will have the possibility to deploy the asset and all the equipment in the selected base airport and to organise familiarisation flight(s) in cooperation with the contracting authority and the local authorities. Along the same time the Contractor will take part in drafting of the flight schedule. A field visit may also be organised accordingly.

#### **8.4.6. Costs and prices**

The prices included in the FWC and in the related SC are fully inclusive. No additional costs are eligible. This includes but is not limited to travel, subsistence, logistics, re-location of service, tests to prove the operational capacity offered for a Specific Contract, as stipulated in the hypothetical scenarios for each Lot in section 8.5. Specific Requirements, communication (including SATCOM), secretariat, customs, training, tooling and

equipment used by the Contractor staff. Imposing by a Tenderer or a Contractor of any additional costs to the contracting authority, at the level of entering FWC or at the level of entering SC, may result in the rejection of the offer.

It has to be taken into consideration that Contracting Authority may apply at the level of organising re-openings of competition with the purpose of concluding specific contracts, that the descriptions of these prospective assignments may contain restrictions regarding financial thresholds for the total cost of the service of the relevant bids. Offers which would exceed the introduced financial thresholds could be rejected from the award procedure for the given specific contract.

For each Specific Contract the contracting authority will request the Contractor to provide the specific cost of mission flight hour with liaison officer(s) on board and could request the Contractor to provide in detailed breakdown the cost of the service (e.g. cost for relocation of the service, cost for data streaming, cost of fuel and lubricants, cost of safety equipment, etc.).

The breakdown will be a basis for adjustment of the balance payment in the event that the overall contracted capacity of operational flight hours is not delivered until the last day of the deployment, but it will not be a competitive criterion.

In the event the total number of contracted hours are not executed due to Contracting Authority decision (e.g. cancelation of mission before the last effective day of the deployment, etc.) the hours implemented until the moment of cancellation will be paid 100% based on the cost of operational flight hour stipulated in the offer plus:

- a) If less than 25% of the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 65% of the remaining flight hours will be paid and the specific contract is closed;
- b) If more than 25% but less than 50% of the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 75% of the remaining flight hours will be paid and the specific contract is closed;
- c) If more than 50% but less than 75% of the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 80% of the remaining flight hours will be paid and the specific contract is closed;
- d) If more than 75% but less than 90% of the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 87% of the remaining flight hours will be paid and the specific contract is closed;
- e) If more than 90% of the contracted operational flight hours have been implemented and the service is not needed by the Contracting Authority any more, then 95% of the remaining flight hours will be paid and the specific contract is closed.

If the service is requested by the Contracting Authority to be made available for the period of entire deployment but the total number of Contracted flight hours cannot be delivered due to the decision of the Contracting Authority:

- a) in case that less than 90% of the contracted operational flight hours have been implemented, then 90% of the total cost of the service shall be paid by the Contracting Authority;
- b) in case that more than 90% of the contracted operational flight hours have been implemented, then 100% of the total cost of the service shall be paid by the Contracting Authority.

In the event the total number of contracted hours are not executed due to the Contractor (e.g. technical failure, lack of adequate staff, etc.) the hours implemented until the moment of cancellation will be paid based on the cost of operational flight hour stipulated in the offer with reduction of this cost as follows:

- a) 20% if less than 30% of the contracted operational flight hours have been implemented;
- b) 10% if at least 30% but less than 60% of the contracted operational flight hours have been implemented;

- c) 5% if at least 60% but less than 90% of the contracted operational flight hours have been implemented;
- d) 2% if at least 90% of the contracted operational flight hours have been implemented.

The relocation cost of the deployed service is paid based on the number of implemented relocation(s).

## 8.5. Specific Requirements

The following specific requirements are obligatory for the Tenderer, so the Tenderer is required to declare its full compliance with these requirements in his offer. Offers with partial compliance only will be rejected without evaluation.

In case of the hypothetical cost scenarios for each Lot the bidder should propose 1 type of aircraft with the required payload together with the cost of the service. In the cost scenario only 1 aircraft with 1 set of payload should be stipulated. It has to be clearly indicated in the offer whether the proposed aircraft is already at the disposal of the Tenderer, as the offered asset may be later on subject of verification stipulated at point 8.4. Assets only planned to be at the disposal of the Tenderer in the future, i.e. after the date of submission of the offer for FWC, are not to be considered.

The requested live streaming hours per month refers only to the hypothetical scenario to be used for the purpose of evaluation for entering the Framework Contract. The particular amount of live streaming needed will be stipulated in each Specific Contract. In the hypothetical scenario all wiring tasks are provided by the Contracting Authority.

For the purpose of cost estimation for the hypothetical scenario the following airports could be taken into consideration:

- the base airport in the hypothetic scenario for Lot 1 may be Burgas Airport. One redeployment to Sofia Airport could be considered;
- the base airport in the hypothetic scenario for Lot 2-6 may be Catania Airport. One redeployment to Cagliari Airport could be considered.

It is up to the Contractor to decide on the number of crew on board, however the Contractor shall always take into consideration and ensure the capacity to accommodate one seat (or more) for additional personnel (e.g. Liaison officer) on board, based on the requirements stipulated for each LOT.

### 8.5.1. Lot 1 - Land Area Aerial Surveillance

#### General description

The Contractor shall provide the contracting authority with land surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. The purpose of the surveillance is to report objects and events of interest to a Coordination Centre designated by the contracting authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in the Specific Contract. These services can be provided by either fixed or rotary wing platforms.

#### Planning the service

The areas of operations will encompass all types of terrain including paddocks, hills, and urban areas. The lower areas can experience extensive areas of fog, mist or smog, which can limit visibility. The areas can be extensively wooded and/or populated with domestic structures in close proximity to power lines.

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the suite of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after

having satisfactory results of the test flight. The results are reflected in the Test Protocol, which is an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contractor Authority has the right to terminate the contract.

#### **Planning missions within the service**

The contracting authority's local coordinator and Contractor representative will plan the missions weekly, in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol
- Objects and Events of Interest
- Host Country Coordination Centre officer assisting the crew during the mission

In unforeseen situations (e.g. identification of a specific object/event of interest in an area which was not indicated in the mission details) the Coordination Centre Officer will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

#### **During the mission**

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated land area.
- Transfer the collected information to the Coordination Centre designated by the contracting authority via:
  - agreed voice communication channel(s) and/or chat
  - near real time encrypted transfer of the Compiled Tactical Picture and live near real motion video made accessible through the Remote Mission Portal
- Broadband communication for this Lot will normally be LOS. If the specific topography of the Aol would made necessary a BLOS link, this will be properly specified in the Description of the Assignment for the SC call (when an Object of Interest is identified the streaming of live video to the designated Coordination Centre should be provided).

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) will be mandatory. The duration of live data sharing will be determined in the Specific Description of Assignment. All the information should be recorded by the Contractor and kept for the duration of the service provision.

#### **Mission Report**

After each mission the Contractor crew will produce and deliver to the contracting authority and to the Coordination Centre, a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

#### **Final Service Report**

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all the flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the contracting authority of this Service Summary Report will be a mandatory step for final SC payment.

##### **8.5.1.1. Lot 1 - Cost Scenario (hypothetical)**

To be used by the bidders as the basis for their financial proposal when applying to Lot 1.

Surveillance missions (flights within the service) include surveillance activities implemented within a rectangle of 2,000 Km<sup>2</sup> (called Area of Interest). Areas of Interest will be located at a distance of 50 Kilometres from the base airport and will be inside the Service Deployment Area.

Surveillance Service flights for the scenario consist of a total of 100 flying hours provided along 31 days. Normal flight duration will be 3 hours (day or night) with the possibility of extending the flight to 6 hours in two consecutive flights. For this cost scenario, 10 flights will take place during the night and 3 flights will consist of two consecutive 3 hour flights.

For the duration of the effective deployment the Contractor shall ensure that:

- its representative is present on a daily basis in the designated coordination Centre in order to plan flight activities, receive the feedback for the results of the flights and to liaise between the flight crew, the respective National Authorities of the Member States involved, Frontex and/or EFCA;
- double crew is available for the deployed aerial asset to perform 2 flights per day even in case the second flight has not been scheduled before.

When planning one mission within this Cost Scenario service, the following parameters should be considered:

Size of the Aol	2,000 Km <sup>2</sup>
Distance between base airport and Aol	50 Km
Number of additional person(s) on board	1
Normal duration of one flight	3 hours
Time of deployment	31 days
Hours of flight to be provided in this scenario.	100 hours
Number of relocation(s) (maximum 200 km)	1

#### 8.5.2. Lot 2- Coastline Maritime Area Aerial Surveillance

##### General description

The Contractor shall provide the contracting authority with Coastline surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. This service will support activities in the Territorial Sea of the Host Member State, following a coast band of, typically, 100 nautical miles length and going inside the sea up to 24 nautical miles. Purpose of the surveillance is to report objects and events of interest to a Coordination Centre designated by the contracting authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in the Specific Contract. These services can be provided by either fixed or rotary wing platforms.

##### Planning the service

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the suite of sensors and communications specified by the Contractor in full compliance with the Description of the Assignment for the relevant Specific Contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The results are reflected in the Test Protocol, which is an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contractor Authority has the right to terminate the contract.

##### Planning missions within the service

The contracting authority's local coordinator and Contractor representative will plan the missions weekly, in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol
- Objects and Events of Interest in the Aol
- Host Country Coordination Centre officer assisting the crew during the mission

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

#### **During the mission**

The Contractor crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated coastline area
- Transfer the collected information to the Coordination Centre designated by the Contracting Authority via:
  - agreed voice communication channel(s) and/or chat
  - near real time encrypted transfer of the Compiled Tactical Picture and live real motion video made accessible through the Remote Mission Portal
- Broadband communication for this Lot will normally be LOS. If the specific topography of the Aol would made necessary a BLOS link, this will be properly specified in the Description of Assignment for the SC call. Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) will be mandatory. The duration of data sharing will be determined in the Specific Description of Assignment (at least when an Object of Interest is identified the streaming of live video to the designated Coordination Centre should be guaranteed). All the information should be recorded by the Contractor and kept for the duration of the service provision.

#### **Mission Report**

After each mission the Contractor crew will produce and deliver to the contracting authority and to the Coordination Centre, a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

#### **Final Service Report**

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the contracting authority of this Service Summary Report will be a mandatory step for final SC payment.

##### **8.5.2.1. Lot 2 - Cost Scenario (hypothetical)**

To be used by the bidders as the basis for their financial proposal when applying to Lot 2.

The surveillance missions (flights within the service) include surveillance activities implemented within a rectangle of 100 by 25 nautical miles (called Area of Interest) Areas of Interest will be located at a distance within 50 nautical miles from the base airport and will be inside the Service Deployment Area.

Surveillance Service flights will consist of a total of 100 flying hours provided along 31 days. Normal flight duration will be 4 hours (day or night) with the possibility of extending the flight to 8 hours in two consecutive flights. For this cost scenario, 10 flights will take place during the night and 3 flights will consist of two consecutive 4 hour flights. The duration of live data streaming via BLOS is 5 hours in total.

For the duration of the effective deployment the Contractor shall ensure that:

- its representative is present on a daily basis in the designated coordination Centre in order to plan flight activities, receive the feedback for the results of the flights and to liaise between the flight crew, the respective National Authorities of the Member States involved, Frontex and/or EFCA;
- double crew is available for the deployed aerial asset to perform 2 flights per day even in case the second flight has not been scheduled before.

When planning one mission within the service, the following parameters should be considered:



Size of the Aol	2,500 nm <sup>2</sup>
Distance between base airport and Aol	50 nm
Number of additional person(s) on board	1 officer
Normal duration of one flight	4 hours
Time of deployment	31 days
Minimum hours of flight to be provided in this scenario	100 hours
Number of relocation(s) (maximum 100 nm)	1

### 8.5.3. Lot 3 - Mid-Range Maritime Area Aerial Surveillance - data sharing via Remote Mission Portal

#### General description

The Contractor shall provide the contracting authority with Mid-Range surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. This service may support surveillance activities also in international waters up to 200 nautical miles away from a base airport. Purpose of the surveillance is to report objects and events of interest near to real time to a Coordination Centre designated by the contracting authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in each Specific Contract. These services can be provided only by fixed wing platforms.

#### Planning the service

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the suite of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and, in the case of Frontex, with the Host Country authorities, the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The results are reflected in the Test Protocol, which is an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contractor Authority has the right to terminate the contract.

#### Planning missions within the service

The contracting authority's local coordinator and Contractor's representative will plan the missions weekly. In the case of Frontex missions, it will also be done in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol
- Objects and Events of Interest in the Aol
- Host Country (applicable to Frontex mission only) Coordination Centre officer assisting the crew during the mission

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer or person in charge will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.



## During the mission

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated maritime area
- Transfer the collected information to the Coordination Centre designated by the contracting authority via:
  - agreed voice communication channel(s) and/or chat
  - near real time encrypted transfer of the Compiled Tactical Picture and live real motion video made accessible via data streaming and through the Remote Mission Portal
- Broadband communication for this Lot will be BLOS.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time data streaming will be mandatory. The duration of live data sharing will be determined in the Specific Description of Assignment. All the information should be recorded by the Contractor and kept for the duration of the service provision.

## Mission Report

After each mission the Contractor crew will produce and deliver to the contracting authority and/or to their designated Coordination Centre, a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

## Final Service Report

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the contracting authority of this Service Summary Report will be a necessary step for final SC payment.

### 8.5.3.1. Lot 3 - Cost Scenario (hypothetical)

To be used by the bidders as the basis for their financial proposal when applying to Lot 3.

The surveillance missions (flights within the service) include surveillance activities implemented within a rectangle of 100 by 50 nautical miles (called Area of Interest) Areas of Interest will be located at a distance within 100 nautical miles from the base airport and will be inside the Service Deployment Area.

Surveillance Service flights will consist of a total of 100 flying hours provided along 31 days. Normal flight duration will be 5 hours (day or night) with the possibility of extending the flight to 10 hours in two consecutive flights. For this cost scenario, 10 flights will take place during the night and 3 flights will consist of 2 consecutive 5 hour flights. The duration of live data streaming via BLOS is 5 hours in total.

For the duration of the effective deployment the Contractor shall ensure that:

- its representative is present on a daily basis in the designated coordination Centre in order to plan flight activities, receive the feedback for the results of the flights and to liaise between the flight crew, the respective National Authorities of the Member States involved, Frontex and/or EFCA;
- double crew is available for the deployed aerial asset to perform 2 flights per day even in case the second flight has not been scheduled before.

When planning one mission within the service, the following parameters should be considered:

Size of the Aol	5,000 nm <sup>2</sup>
Distance between base airport and Aol	100 nm
Number of additional person(s) on board	1 officer
Minimum duration of one flight	5 hours

Time of deployment	31 days
Minimum hours of flight to be provided in this scenario	100 hours
Number of relocation(s) (maximum 200 nm)	1

#### **8.5.4. Lot 4 - Long-Range Maritime Area Aerial Surveillance - data sharing via Remote Mission Portal**

##### **General description**

The Contractor shall provide the contracting authority with Long-Range surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. This service may support surveillance activities in international waters 300 nautical miles away from a suitable airport. Purpose of the surveillance is to report objects and events of interest to a Coordination Centre designated by the contracting authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in each Specific Contract. These services can be provided only by fixed wing platforms.

##### **Planning the service**

The Contractor will deploy the asset and necessary ground equipment to the base airport within the time specified in the Contractor SC tender. The asset will be fitted with the suite of sensors and communications specified by the Contractor in the SC tender.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and in the case of Frontex, with the Host Country authorities, the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The results are reflected in the Test Protocol, which is an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contractor Authority has the right to terminate the contract.

##### **Planning missions within the service**

The contracting authority's local coordinator and Contractor's representative will plan the missions weekly. In the case of Frontex missions, it will also be done in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol
- Objects and Events of Interest in the Aol
- Host Country (applicable to Frontex mission only) Coordination Centre officer assisting the crew during the mission

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer or person in charge will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

##### **During the mission**

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated maritime area
- Transfer the collected information to the Coordination Centre designated by the contracting authority via:
  - agreed voice communication channel(s) and/or chat
  - near real time encrypted transfer of the Compiled Tactical Picture and live real motion video made accessible through the Remote Mission Portal

- Broadband communication for this Lot will be BLOS.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time data streaming will be mandatory. The duration of live data sharing will be determined in the Specific Description of Assignment. All the information should be recorded by the Contractor and kept for the duration of the service provision.

#### **Mission Report**

After each mission the Contractor crew will produce and deliver to the contracting authority and to the Coordination Centre, a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

#### **Final Service Report**

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the contracting authority of this Service Summary Report will be a necessary step for final SC payment.

#### **8.5.4.1. Lot 4 - Cost Scenario (hypothetical)**

To be used by the bidders as the basis for their financial proposal when applying to Lot 4.

The surveillance missions (flights within the service) include surveillance activities implemented within a rectangle of 200 by 50 nautical miles (called Area of Interest). Areas of Interest will be located at a distance of 300 nautical miles from a suitable airport and will be inside the Service Deployment Area.

Surveillance Service flights will consist of a total of 100 flying hours provided along 31 days. Normal flight duration will be 7 hours (day or night) with the possibility of extending the flight to 14 hours in two consecutive flights. For this cost scenario, 10 flights will take place during the night and 3 flights will consist of 2 consecutive 7 hour flights. The duration of live data streaming via BLOS is 5 hours in total.

For the duration of the effective deployment the Contractor shall ensure that:

- its representative is present on a daily basis in the designated coordination Centre in order to plan flight activities, receive the feedback for the results of the flights and to liaise between the flight crew, the respective National Authorities of the Member States involved, Frontex and/or EFCA;
- double crew is available for the deployed aerial asset to perform 2 flights per day even in case the second flight has not been scheduled before.

When planning one mission within the service, the following parameters should be considered:

Size of the Aoi	10,000 nm <sup>2</sup>
Distance between suitable airport and Aoi	300 nm
Number of additional person(s) on board	3 officers
Normal duration of one flight	7 hours
Time of deployment	31 days
Minimum hours of flight to be provided in this scenario	100 hours
Number of relocation(s) (maximum 250 nm)	1

#### **8.5.5. Lot 5 - Mid-Range Maritime Area Aerial Surveillance - data sharing via direct data streaming**

##### **General description**

The Contractor shall provide the contracting authority with Mid-Range surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. This service may support surveillance activities also in international waters up to 200 nautical miles away from a base airport. Purpose of the surveillance is to report

objects and events of interest to a Coordination Centre designated by the Contracting Authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in each Specific Contract. These services can be provided only by fixed wing platforms.

#### **Planning the service**

The Contractor will deploy the asset and necessary ground equipment to the base airport within the limits of time as specified in the Description of Assignment for the relevant Specific Contract. The asset will be fitted with the suite of sensors and communications specified by the Contractor in full compliance with the Description of Assignment for the relevant Specific Contract.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after having satisfactory results of the test flight. The results are reflected in the Test Protocol, which is an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contractor Authority has the right to terminate the contract.

#### **Planning missions within the service**

The contracting authority's local coordinator and Contractor's representative will plan the missions weekly, in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol
- Objects and Events of Interest in the Aol
- Host Country Coordination Centre officer assisting the crew during the mission

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

#### **During the mission**

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated maritime area
- Transfer the collected information to the Coordination Centre designated by the contracting authority via:
  - agreed voice communication channel(s) and/or chat
  - near real time encrypted transfer of the raw data via direct data streaming (requested under point 8.4.3.- Compiled Tactical Picture: Near real time data streaming Services to be delivered by the Tenderers) and live real motion video
- Broadband communication for this Lot will be BLOS.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time data streaming will be mandatory and will be requested during the whole duration of the flight. All the information should be recorded by the Contractor and kept for the duration of the service provision.

#### **Mission Report**

After each mission the Contractor crew will produce and deliver to the contracting authority and to the Coordination Centre, a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

#### **Final Service Report**

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the contracting authority of this Service Summary Report will be a necessary step for final SC payment.

#### 8.5.5.1. Lot 5 - Cost Scenario (hypothetical)

To be used by the bidders as the basis for their financial proposal when applying to Lot 5.

The surveillance missions (flights within the service) include surveillance activities implemented within a rectangle of 100 by 50 nautical miles (called Area of Interest) Areas of Interest will be located at a distance within 100 nautical miles from the base airport and will be inside the Service Deployment Area.

Surveillance Service flights will consist of a total of 100 flying hours provided along 31 days. Normal flight duration will be 5 hours (day or night) with the possibility of extending the flight to 10 hours in two consecutive flights. For this cost scenario, 10 flights will take place during the night and 3 flights will consist of 2 consecutive 5 hour flights. During the whole flight the streaming of data will be requested.

For the duration of the effective deployment the Contractor shall ensure that:

- its representative is present on a daily basis in the designated coordination Centre in order to plan flight activities, receive the feedback for the results of the flights and to liaise between the flight crew, the respective National Authorities of the Member States involved, Frontex and/or EFCA;
- double crew is available for the deployed aerial asset to perform 2 flights per day even in case the second flight has not been scheduled before.

When planning one mission within the service, the following parameters should be considered:

Size of the Aol	5,000 nm <sup>2</sup>
Distance between base airport and Aol	100 nm
Number of additional person(s) on board	1 officer
Normal duration of one flight	5 hours
Time of deployment	31 days
Minimum hours of flight to be provided in this scenario	100 hours
Number of relocation(s) (maximum 200 nm)	1

#### 8.5.6. Lot 6 - Long-Range Maritime Area Aerial Surveillance - data sharing via direct data streaming

##### General description

The Contractor shall provide the contracting authority with Long-Range surveillance flights in a pre-defined Service Deployment Area, within a specific timeframe. This service may support surveillance activities in international waters farther than 200 nautical miles away from the base airport. Purpose of the surveillance is to report objects and events of interest to a Coordination Centre designated by the contracting authority. The Service Deployment Area, timeframe, and objects/events of interest will be identified in advance in each Specific Contract. These services can be provided only by fixed wing platforms.

##### Planning the service

The Contractor will deploy the asset and necessary ground equipment to the base airport within the time specified in the Contractor SC tender. The asset will be fitted with the suite of sensors and communications specified by the Contractor in the SC tender.

The Contractor will conduct all required necessary equipment tests (sensors, communications) and demonstrate to the contracting authority and the Host Country authorities the optimal functioning of payload and data transfer in a test flight before starting the scheduled flight missions. The operational flights can start only after

having satisfactory results of the test flight. The results are reflected in the Test Protocol, which is an Annex to the Specific Contract and shall be accepted by the end-user(s) of the service.

In case the results of the test flight are not in accordance with the capabilities stipulated in the Contractor's offer, the Contractor has 72 hours from the moment of detection of unsatisfactory results of the test flight to fulfil the capabilities offered. Another test flight shall be implemented to confirm the capabilities are the ones stipulated in the offer. In case the Contractor fails to remedy the deficiencies detected within 72 hours, the Contractor Authority has the right to terminate the contract.

#### **Planning missions within the service**

The contracting authority's local coordinator and Contractor's representative will plan the missions weekly, in close coordination with the Host Country. The details of the mission will contain:

- Geographic coordinates of the Aol
- Objects and Events of Interest in the Aol
- Host Country Coordination Centre officer assisting the crew during the mission

In unforeseen situation (e.g. identification of a specific vessel in an area which was not indicated in the mission details) the Coordination Centre Officer will provide the crew the geographic coordinates of the new Aol and the objects/events of interest to focus on.

#### **During the mission**

The Contractor's crew, on-board or in the Ground Station when the sensors are managed remotely, should:

- Detect, track, and identify pre-defined objects and/or events of interest in the designated maritime area
- Transfer the collected information to the Coordination Centre designated by the contracting authority via:
  - agreed voice communication channel(s) and/or chat
  - near real time encrypted transfer of the raw data via direct data streaming (requested under point 8.4.3.- Compiled Tactical Picture: Near real time data streaming Services to be delivered by the Tenderers) and live real motion video
- Broadband communication for this Lot will be BLOS.

Sharing the Situational Picture with tactical users via a portable receiving station (remote video terminal) or near real time data streaming will be mandatory and will be requested during the whole duration of the flight. All the information should be recorded by the Contractor and kept for the duration of the service provision.

#### **Mission Report**

After each mission the Contractor crew will produce and deliver to the contracting authority and to the Coordination Centre, a written report of the mission containing the information specified in the SC (e.g. asset, crew, area, flight path, activities detected, reported, documented, etc.).

#### **Final Service Report**

Once all the missions under the Specific Contract have been performed, the Contractor shall compile all of his flight reports in a Service Summary Report within 5 calendar days containing two parts: statistical summary of activity and a narrative outcome of the deployment. The acceptance by the contracting authority of this Service Summary Report will be a necessary step for final SC payment.

##### **8.5.5.1. Lot 6 - Cost Scenario (hypothetical)**

To be used by the bidders as the basis for their financial proposal when applying to Lot 6.

The surveillance missions (flights within the service) include surveillance activities implemented within a rectangle of 200 by 50 nautical miles (called Area of Interest). Areas of Interest will be located at a distance of 200 nautical miles from a base airport and will be inside the Service Deployment Area.

Surveillance Service flights will consist of a total of 100 flying hours provided along 31 days. Normal flight duration will be 7 hours (day or night) with the possibility of extending the flight to 14 hours in two consecutive

flights. For this cost scenario, 10 flights will take place during the night and 3 flights will consist of 2 consecutive 7 hour flights. During the whole flight the streaming of data will be requested.

For the duration of the effective deployment the Contractor shall ensure that:

- its representative is present on a daily basis in the designated coordination Centre in order to plan flight activities, receive the feedback for the results of the flights and to liaise between the flight crew, the respective National Authorities of the Member States involved, Frontex and/or EFCA (or any participating EU Agency/Institution);
- double crew is available for the deployed aerial asset to perform 2 flights per day even in case the second flight has not been scheduled before.

When planning one mission within the service, the following parameters should be considered:

Size of the Aol	10,000 nm <sup>2</sup>
Distance between base airport and Aol	200 nm
Additional persons on board	3 officers
Normal duration of one flight	7 hours
Time of deployment	31 days
Minimum hours of flight to be provided in this scenario	100 hours
Number of relocation(s) (maximum 250 nm)	1

## 8.6. Exclusion criteria

In line with the Regulation (EU, Euratom) No 2018/1046 of 2 August 2018 (with all amendments) on the financial rules applicable to the general budget of the Union, Tenderers shall be excluded from participation in a procurement procedure if they are in any of the situations as described therein.

In order to fulfil the eligibility criteria, the Tenderer or in case of consortium all members of consortium (and also all subcontractors, if applicable) shall provide within their bids either the European Single Procurement Document (ESPD) or (preferably) a declaration on their honour, duly fulfilled, signed and dated stating that they are not in one of the situations referred the above (see the relevant Annex - Tenderer's Declaration of Honour).

The Tenderer which will be selected for the award of the contract shall provide in due time, preceding the signature of the contract, the evidence confirming fulfilment of the Exclusion Criteria, as requested by the contracting authority.

## 8.7. Selection criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

### 8.7.1. Legal capacity

#### Requirement

The tenderer's legal capacity will be evaluated using the following criteria:

- The tenderer is asked to prove that they are authorised to perform the contract under their national law.

#### Evidence required

- The tenderer shall provide as evidence a copy of a certificate of professional or commercial registration legally imposed by the country in which the Tenderer is established. If the Tenderer is not required or

permitted to enrol in such a register for reasons of his statute or legal status, an explanation should be provided.

#### **8.7.2. Economic and financial capacity**

##### **Requirement**

The tenderer's economic and financial capacity will be evaluated using the following criteria:

- The tenderer must have the economic and financial capacity to perform the contract.

##### **Evidence required**

Proof of economic and financial capacity shall be furnished by the following documents:

- The Tenderer must prove its financial reliability for the past three financial years. The Tenderer must have average annual turnover of at least 1 000 000 EUR for the past three closed financial years. Evidence of that must be provided by submission of the Tenderer's free-format declaration on its turnover for each of the past three closed financial years. Provided evidence regarding a shorter period of time than three closed financial years will be considered as incompliance to the selection criterion and will result in rejection of the offer.

If, for some exceptional reason which the Contracting Authority considers justified, the tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the Contracting Authority considers appropriate.

the Contracting Authority reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a tenderer's economic and financial standing.

#### **8.7.3. Technical and professional capacity**

##### **Requirement(s)**

The tenderer's technical and professional capacity will be evaluated using the following criteria:

- The Tenderer must have at least three years' experience in providing similar equipment/services.
- The Tenderer must be able to provide a personnel of experts matching the requirements specified in the Terms of Reference.
- The Tenderer must demonstrate its technical ability to provide all the services and products required in this call for tenders.

##### **Evidence required**

The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria to enter the FWC:

- Evidence of experience must be provided submitting a list of contracts performed or deliveries executed from the year 2015 onwards, indicating their dates of conclusion and implementation, and their clients. The satisfactory performance of the contracts' implementation (contracts to be chosen from the submitted list and implemented within the period specified above) has to be documented in a form of a reference letter issued and signed by the authorised person of the particular Tenderer' client. At least 3 such reference letters are required to be submitted within the offer.
- Evidence of team capacity must be provided by submission of CVs of the staff proposed (Frontex does not apply GDPR, as all EU agencies, bodies and institutions are excluded from the GDPR scope; instead, Frontex applies EU-Regulation 45/2001 which imposes high standards of data protection applicable also during the process of the evaluation of the offers). The CVs must include at least the following information:
  - a) Pilots:
    - any law enforcement, military experience(s) as a pilot;
    - licences for different type of aircrafts, total number of hours delivered;
    - total number of hours delivered with the aircraft offered for the given Lot.
  - b) Operators:
    - any law enforcement, military experience(s) as an operator;
    - total number of hours delivered as operator.



- c) Ground crew: - any law enforcement, military experience(s) as ground crew;
- total number of hours delivered as ground crew;
  - total number of hours served as a ground crew with the aircraft offered for the given Lot.
- In case of other relevant staff involved in the FWC (project manager, FWC executive and financial administrator) the Contractor must submit the CV<sup>6</sup>s of this staff.
- All the CVs should contain also relevant information on the current possession of any kind of security clearances and of their level and validity.
- Evidence of technical ability must be provided by submission of a detailed description of the technical equipment and material available to the Tenderer for the provision of the services and products required by this call for tenders. This description has to include assets, payload combinations, communication options, and mission support capabilities. It is expected that the future performance of Specific Contracts' activities will be conducted by assets being fully in accordance with that description, or at least not worse than in that description.

---

<sup>6</sup> [http://europass.cedefop.europa.eu/sites/default/files/europass\\_cv\\_instructions\\_en.pdf](http://europass.cedefop.europa.eu/sites/default/files/europass_cv_instructions_en.pdf)

## 9. Award of the contract

Offers are opened and evaluated by the evaluation committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are nominated on a personal basis by the contracting authority under guarantee of impartiality and confidentiality. Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

### 9.1. Technical proposal

The assessment of technical quality to enter into this Framework Agreement with the contracting authority will be based on the ability of the tenderer to meet the purpose of the contract as described in the cost scenarios described in section 8.5.2 for Lot 1, 8.5.4 for Lot 2, 8.5.6 for Lot 3, 8.5.8 for Lot 4, 8.5.10 for Lot 5 and 8.5.12 for Lot 6. The technical proposal shall contain the following information to allow evaluation of the tender:

- Description of the involvement of the proposed key experts (roles and responsibilities) to execute the planned activities;
- Description of the Tenderer's Technical Means. This description should include assets, payload combinations, communication options, and mission support capabilities.
- No points will be scored for 'copy-pasting' requirements from the tender dossier on the bid proposal without proper, documented justification.

The technical proposal must be consistent with the terms of reference and must be signed by the tenderer.

### 9.2. Technical evaluation for entering the Framework Contract

The quality of technical offers to enter the Framework Agreement will be evaluated in accordance with the award criteria and the associated weighting detailed in the evaluation table 2 below.

Criteria for all Lots	Max points
<b>Involvement of key personnel</b>	
➤ Joint capacity of the team of experts proposed as Flight Crew <sup>7</sup>	20
➤ Joint capacity of the team of experts proposed as Ground Crew	10
<b>Suitability and scalability of Technical Means offered by the Tenderer</b>	
➤ Asset(s)	17
➤ Suite of Sensors in the asset(s) proposed	17
➤ Asset Communication Capabilities	12
➤ Data Sharing and Exploitation Capabilities	13
➤ Implementation of data security in the solution	11
<b>TOTAL</b>	<b>100</b>

Table 2 Technical Evaluation Criteria to enter the Framework

- Offers scoring total less than **60 points** will be deemed to be of insufficient quality and eliminated from further consideration.

### 9.3. Choice of the selected tenderers to enter the Framework Contract

The contract will be awarded to the tenderer offering the best value for money, taking into account the awarding criteria listed above. No award criteria and sub-criteria other than those detailed in Table 2 will be used to evaluate the offer. The Tenderer will use the Financial Proposal forms from the Tender Dossier to inform of

<sup>7</sup> List of crew members available in company, proof of crew members' qualifications (copy of flight crew licence with type rating endorsements and dates of expirations and periods of validity), and contractor shall prove the list of crew members with Company signature.

their prices for the provision of the appropriate Cost Scenarios described in section 8.5.2 for Lot 1, 8.5.4 for Lot 2, 8.5.6 for Lot 3, 8.5.8 for Lot 4, 8.5.10 for Lot 5 and 8.5.12 for Lot 6.

The weighting of quality and price will be applied as follows:

Score for tender X = (cheapest price/price of tender X) x 40 + (Total quality score of tender X/ 100) x 60

where the price factor is the total price given by the bidder to the Cost Scenario of the corresponding Lot.

For each lot individually there will be prepared a final ranking list. The contracts are to be awarded to maximum 10 tenderers per each lot, following their position on the ranking list.

#### 9.4. Technical evaluation for Specific Contracts Award

The quality of technical offers for each Specific Contract in Lots 1 to 4 will be evaluated in accordance with the award criteria of the evaluation Table 3 below. The associated detailed weighting would be indicated at the time of launching a Request for Service.

Criteria for Specific Contracts Lot 1, Lot 2, Lot 3 and Lot 4	Scoring
<b>Availability</b>	14
➤ Time to deploy after SC signature	
➤ Mission Readiness Time	
➤ Time between flights	
<b>Asset Capability</b>	18
➤ Maximum Endurance	
➤ Maximum Speed	
➤ Maximum Range	
➤ Chartered Crew Capacity	
<b>Sensor Capability</b>	28
➤ Electro-optical equipment (technical details required)	
➤ Dedicated Maritime Surveillance Radar (technical details required)	
➤ Other sensors which may be required in the SC, with technical details	
<b>Reporting Capability</b>	20
➤ BLOS transfer of voice and low data rate	
➤ Broadband LOS capable: voice and high data rate (full motion video)	
➤ Broadband BLOS capable: voice and high data rate (full motion video)	
<b>Data Exploitation Capability</b>	20
➤ Implementation of data security in the solution, solution for the end to end encryption of data in transfer	
➤ Correlation and Fusion of all asset sensors in a Compiled Tactical Picture	
➤ Sharing of the Compiled Tactical Picture with Frontex designated Coordination Centre	
➤ Remote Mission Portal Accessibility and Proficiency	
<b>TOTAL</b>	100

Table 3 Evaluation Criteria for Specific Contracts

The quality of technical offers for each Specific Contract in Lot 5 and Lot 6 will be evaluated in accordance with the award criteria of the evaluation Table 4 below. The associated detailed weighting would be indicated at the time of launching a Request for Service.

<b>Criteria for Specific Contracts Lot 5 and Lot 6</b>		<b>Scoring</b>
<b>Availability</b>		<b>14</b>
➤ Time to deploy after SC signature		
➤ Mission Readiness Time		
➤ Time between flights		
<b>Asset Capability</b>		<b>15</b>
➤ Maximum Endurance		
➤ Maximum Speed		
➤ Maximum Range		
➤ Chartered Crew Capacity		
<b>Sensor Capability</b>		<b>25</b>
➤ Electro-optical equipment (technical details required)		
➤ Dedicated Maritime Surveillance Radar (technical details required)		
➤ Satellite phone location detection (technical details required)		
<b>Reporting Capability</b>		<b>21</b>
➤ BLOS transfer of voice and low data rate		
➤ Broadband LOS capable: voice and high data rate (full motion video)		
➤ Broadband BLOS capable: voice and high data rate (full motion video)		
<b>Data Exploitation Capability</b>		<b>25</b>
➤ Implementation of data security in the solution, solution for the end to end encryption of data in transfer		
➤ FMV and sensor data requested are provided in the requested format		
➤ Data streaming architecture is compliant with the requirements stipulated		
<b>TOTAL</b>		<b>100</b>

Table 4 Evaluation Criteria for Specific Contracts

Notes to the Award Criteria table:

- Time to deploy after the signature of the specific contract - time between the signature of the specific contract and the first day when the assets, the staff and the communication equipment is on the spot and it is operational;
- Mission Readiness Time - in case of unscheduled flights - the time between the call for mission and the moment when the aircraft is ready to take-off;
- Time between the flights - time within which the aircraft is ready for the second flight in case of SAR or emergency, respecting flight and duty time and rest time limitation requirements;

- Maximum endurance - maximum mission endurance of the aircraft using power setting used while patrolling with mission equipment, crew and additional person(s) on board depending on the requirement for the Specific Contract, including final reserve and contingency fuel;
- Maximum speed - maximum continuous speed of the aircraft with mission equipment, crew and additional person(s) on board depending on the requirement for the Specific Contract, including final reserve and contingency fuel;
- Maximum range - maximum range of the aircraft with mission equipment, crew and additional person(s) on board depending on the requirement for the Specific Contract, including final reserve and contingency fuel;
- Chartered Crew Capacity - maximum number of persons on board excluding the crew of the aircraft;
- Compiled Tactical Picture - is a map of the operation area showing the aircraft path and sensors information (radar tracks, AIS information, and sensor footprint). It will be presented in a geospatial information system (GIS) correlated and fused data captured by all the sensors in the aircraft payload. In addition to sensors information, all events and Ool detected during the flight shall be reported, georeferenced and commented in the same map.

Note: Only the offers which are fully compliant to the mandatory requirements as stipulated in the relevant Descriptions of Assignment will be subject of Specific Criteria verification. Offers technically incompliant will be rejected. Only offers technically scoring total 60 points or more will have their financial proposal evaluated.

The Contractors entering into the Framework Contract shall offer for any of the Specific Contracts they bid the same or better Technical Means than those offered to enter into the Framework Arrangement.

## **9.5. Financial proposal**

The financial proposal should address the total price of the services described in the 'Cost Scenarios' in point 8.5 above, for Lots 1, Lot 2, Lot 3, Lot 4, Lot 5, to Lot 6 individually. The proposal should be presented in the relevant Financial Proposal form found in the relevant Annex to the letter of Invitation.

## **9.6. Choice of the selected tenderer to execute a Specific Contract.**

The specific contract will be awarded to the tenderer offering the best value for money, taking into account the applicable column of the award criteria from relevant Table 3 or 4 above. No award criteria and sub-criteria other than those detailed in that table will be used to evaluate the offer.

The weighting of quality and price will be applied as follows:

Score for tender X = (cheapest price/price of tender X) x 40 + (Total quality score of tender X/ 100) x 60, where the price factor is the total price given by the bidder to the Specific Contract call.

## **9.7. No obligation to award**

Completing the procedure of the call for tenders in no way imposes on the contracting authority an obligation to award the contract. The contracting authority shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall be liable when deciding not to award the contract. The contracting authority will also have the right to cancel any Specific Contract procedure before SC signature with no compensation to the awarded bidder.

## **9.8. Notification of outcome**

Each tenderer will be informed in writing about the outcome of the call for this FWC tender. If tenderers are notified that a tender has not been successful, tenderers may request additional information by fax or mail.

This information can be given in a follow-up letter providing further details in writing, such as the name of the tenderer to whom the contract is awarded and a summary of the characteristics and relative advantages of the successful tender.