

## **ENCLOSURE 1 - Tender Specifications**

### **Attached to the Invitation to tender**

## **Invitation to tender No. EMSA/NEG/5/2024 for Storage of oil pollution response equipment and dispersant in Gran Canaria**

### **1. Introduction**

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform and effective level of maritime safety. Among its tasks, the Agency shall “work with the Member States to support on request with additional means, in a cost-efficient way, the pollution response actions in case of pollution caused by ships as well as marine pollution caused by oil and gas installations” (Article 2 (3) d of Regulation 1406/2002/EC as amended ).

Further information about the at-sea oil recovery services provided by the EMSA vessel Network is available on the Agency’s website: [www.emsa.europa.eu](http://www.emsa.europa.eu).

EMSA is applying the environmental management systems ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve its environmental performance. EMSA complies with all applicable legal requirements relating to the environment and endeavours to ensure that suppliers comply with its environmental policy within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing tenders.

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

The objective of the contract resulting from this procurement procedure is the provision of storage services for oil pollution response equipment and dispersant with the characteristics detailed in Appendix 1 to these Specifications (‘Equipment and dispersant list’) including the obligations to provide maintenance services for the equipment and to insure the equipment and dispersant during storage. The services shall be provided for a period of nine months as from 1 July 2024.

There may be a need to transport the equipment and dispersant to the storage facilities contracted as an outcome of this procurement procedure. The new storage location should be in an area within a maximum distance of 50KM from the equipment and dispersant current storage location at the terminal of Salinetas harbour (Gran Canaria island, Spain).

#### **2.1. Detailed project description and minimum service requirements**

Performance of the contract includes the provision of the following types of services relating to the oil pollution response equipment and the dispersant:

- If needed, transportation;

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<sup>1</sup> Regulation (EC) No 1406/2002 of the European Parliament and of the Council of 27 June 2002 establishing a European Maritime Safety Agency (OJ L 208, 5.8.2002, p. 1.).

- Storage;
- Maintenance (for equipment);
- Insurance.

The service requirements are detailed in the paragraphs below.

Following Contract signature, EMSA will provide the contractor with a detailed 'equipment and dispersant handover statement' template which the contractor or his carrier will use in order to note the equipment and dispersant quantity and conditions.

### **2.1.1 Transportation (including insurance)**

Transportation of the equipment and of the dispersant by land may be needed from the current storage location at the terminal of Salinetas (Gran Canaria island, Spain)) to the new storage premises. The current equipment storage area is easily accessible by transport means with direct access to the gate for trucks. Note that certain equipment items might need oversized transportation (e.g. 2 sweeping arms frames, 2 cranes for sweeping arms and the weir boom reels). Please consult Appendix 1 to these Specifications ('Equipment and dispersant list') for further information regarding the equipment size and detailed description and more particularly items 5.1 (Sweeping Arms Set) and 5.3 (High-capacity skimmer). The tender shall also include all necessary services related to the loading and unloading of the equipment and of the dispersant onto/from the transport means.

The equipment and dispersant will be protected ready for transportation. Any additional need for wrapping or protection during transportation and insurance during transportation will have to be addressed by the contractor. When preparing their bid, under transportation, tenderers should therefore also consider the costs of associated logistics, loading and unloading capacities, insurance during transportation and additional appropriate wrap up and protection.

For the purpose of insurance during transportation, the insured value of the equipment and of the dispersant shall be equal to EUR 2,727,747.90 (two million seven hundred twenty-seven thousand seven hundred forty-seven euro ninety cents). This includes equipment items for an overall value of EUR 2,193,877.90 (two million one hundred ninety-three thousand eight hundred seventy-seven euro ninety cents). Individual purchase values per equipment item are detailed in Appendix 1 to these Specifications ('Equipment and dispersant list'). This amount also includes 212 IBCs with dispersants plus 10 empty IBCs, total 222 IBCs worth a total value of EUR 533,870 (five hundred thirty-three thousand eight hundred seventy euros).

Transportation of all equipment and dispersant to their storage facilities must be completed by 1 July 2024 at the latest.

### **2.1.2 Storage**

The storage area should already be built and complying with the minimum requirements detailed in these Tender Specifications when the bid is submitted. The storage facilities should comply with the following minimum requirements:

- Within maximum 50 km from the terminal of Salinetas (Gran Canaria island));
- Available to EMSA as from 1 July 2024 at the latest;
- Fully enclosed indoor space, covered by a roof and side walls;
- An overall minimum of 600m<sup>2</sup> of indoor storage must be offered to accommodate the equipment items and dispersant. Equipment and dispersant can be stored within the same storage facilities of minimum 600m<sup>2</sup>. It is also acceptable for the tenderer to offer separate facilities. The storage of equipment

requires a minimum of 400m<sup>2</sup> indoor storage space and minimum 200m<sup>2</sup> of indoor storage are required for the dispersant;

- Have a minimum height of 4 meters;
- With easy access to large transport means and close to main transport routes;
- With a gate entrance allowing movement in/out of 40 feet containers and of heavy and large equipment as described in the Appendix 1-“Equipment and dispersant list”. This movement could be performed either on trailers or by suitable handling machinery (i.e. forklifts, cranes). The contractor will be responsible for providing the necessary handling machinery and support within the price of this contract;
- Fenced and secured (24/7 security service);
- Provided with electricity, adequate lighting, fire-fighting means and fresh water supply;
- Be built on hard ground allowing movement of trucks and heavy cargo.

The equipment and dispersant should be stored in such a way that there is sufficient space to handle them safely and with adequate access for means of transportation and maintenance services.

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

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

All administrative and operational activities needed for the management of the project should be ensured by the Contractor.

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

In order to substantiate compliance with the above listed minimum requirements, the tenderers should as a minimum include in their bids:

- address of the storage facilities available;
- description with pictures (from inside and outside) of the proposed storage facilities;
- layouts of the storage facilities identifying the space offered to EMSA clearly identifying EMSA dedicated space and the number of square metres.

Tenderers may include in their bids any other relevant information regarding the storage facilities and the space dedicated to EMSA's equipment and dispersant.

### **2.1.3 Maintenance**

The company awarded the contract resulting from this procurement procedure will ensure the equipment maintenance in accordance with Appendix 2 “Maintenance plan”. The company awarded the contract will be

required to complete this maintenance plan on a monthly basis and attach it as part of the performance report to be submitted to EMSA (please see under point 4 below). Maintenance activities comprise, for example clean-up, lubrication, replacement, or replenishment (of consumables) to prevent from equipment breakdown and keep it capable of performing its intended function within its design specifications.

Before expiration of the contract resulting from this procurement procedure, EMSA or any third party designated by EMSA will come to pick-up the equipment and the dispersant. The Contractor will be informed in advance of the date for handing over the equipment and the dispersant. On that date, the equipment and the dispersant should be packed and ready for transportation. The contractor shall co-operate for the purpose of handing the equipment and the dispersant over including labour force, cargo handling equipment in order to place all equipment items and dispersant ready for loading on the receiving transport mean.

#### **2.1.4 Insurance during storage**

The company awarded the contract resulting from this procurement procedure will have to take out insurances against risks and damages relating to the performance of the Contract including as a minimum insurance for the oil pollution response equipment and the dispersant covering any damage, loss, theft or liability during storage (including as a minimum damage or loss caused by: burglary, theft, robbery; water damages; fire and/or smoke, explosions of any kind from gas or electrical hazards). EMSA shall be named as additional assured and loss payee. The Contractor shall cause the insurers to indemnify EMSA for damage to or loss of the equipment and dispersant for a maximum aggregate limit reflecting the overall declared value of all equipment items and dispersant placed under the care of the Contractor and with limit any one item of equipment up to the most expensive.

For the purpose of taking out the insurance, the insured value of the equipment and dispersant shall be equal to EUR 2,727,747.90 (two million seven hundred twenty-seven thousand seven hundred forty-seven euro ninety cents). This includes equipment items for an overall value of EUR 2,193,877.90 (two million one hundred ninety-three thousand eight hundred seventy-seven euro ninety cents). Individual purchase values per equipment item are detailed in Appendix 1 to these Specifications ('Equipment and dispersant list'). This amount also includes 212 IBCs with dispersants plus 10 empty IBCs, total 222 IBCs worth a total value of EUR 533,870 (five hundred thirty-three thousand eight hundred seventy euros).

Within the deadline given by EMSA, the company awarded the contract will be requested to provide EMSA with the evidence of insurance coverage for the equipment and dispersant.

### **3. Contract management responsible body**

EMSA Unit 1.1 in charge of Sustainability - will be responsible for managing the contract.

### **4. Project Planning**

Activity	Target dates
Completion of Award procedure	June 2024
If not provided at the tender stage, provision of: <ul style="list-style-type: none"><li>- the insurance certificate for the equipment and the dispersant;</li></ul>	June 2024 Following award but before signature of the Contract by EMSA

- Documentary evidence that the storage space offered is under the control of the tenderer for the requested services during the duration of the resulting Contract.	
Equipment handover statement template provided by EMSA	June 2024 Following signature of the Contract by EMSA
All equipment items, transported where applicable, and stored in the storage facilities contracted under the contract resulting from this procurement procedure.	1 July 2024 at the latest
Submission to EMSA of a copy of the equipment and dispersant handover statement signed by contractor together with invoice related to transport services where applicable	Within 1 week of the handover
Visit by EMSA and/or third parties authorised by EMSA	Any time during Contract duration
Submission of performance report 1 and first invoice for interim payment	Between 15 and 31 October 2024 Within 2 weeks after first 3 months of performance of tasks
Submission of performance report 2 & second invoice for interim payment	Between 15 and 31 January 2025 Within 2 weeks after 6 months of performance of tasks
Handover of equipment to EMSA or third party designated by EMSA	Before expiration of Contract
Expiration of Contract (no renewal foreseen)	Nine months after start of performance of tasks  By 13 April 2025
Submission of equipment handover statement after redelivery signed by contractor, performance report 3 & third invoice for payment of the balance	Within 60 days after contract expiration

## 5. Timetable

The estimated date for signature of the contract is June 2024.

## 6. Estimated Value of the Contract

The maximum budget available for this contract (total overall price (P)) is EUR 88,577.50 excluding VAT.

Within that maximum budget available, the maximum budget for the tasks that are not transportation (i.e. storage, equipment maintenance and insurance during storage services) (Ps), for the whole contract period of performance of 9 months, is EUR 60,140 excluding VAT.

The maximum budget available for transport services is EUR 28,437.50.

Please refer to point 12 hereinafter for the structure of the prices.

## 7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Service Contract** available in the Procurement Section under the call to tender **EMSA/NEG/5/2024** on EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

The successful tenderer shall take the appropriate measures to be compliant with the e-invoicing conditions as set out in the draft contract.

Payment of invoices is subject to the provision and acceptance by EMSA of a performance report. The performance report should as a minimum include the following:

- Information regarding the condition of the equipment and of the dispersant including pictures;
- Completed, dated and signed maintenance plan covering maintenance actions undertaken on each equipment item during the past month, accompanied by dated pictures and/or video supporting such maintenance actions;
- Any event related to the contract performance.

## 8. Terms of contract

When drawing up a tender, the tenderer shall bear in mind the terms of the draft Service Contract.

EMSA may, before the contract is signed, cancel the award procedure without the tenderers being entitled to claim any compensation.

## 9. Financial guarantees

Not applicable.

## 10. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State ("intra-group posting" as defined by Article 1, 3, (b) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State ("hiring out of workers" as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group ("intra-corporate transfer" as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).

- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders.
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

By filling in the List of identified subcontractors available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA’s website ([www.emsa.europa.eu](http://www.emsa.europa.eu)), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as identified subcontractors):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria<sup>2</sup>;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 20%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model Commitment letter by identified subcontractor available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA’s website ([www.emsa.europa.eu](http://www.emsa.europa.eu)), and signed by its authorised representative.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not subject to restrictive measures, has access to procurement and is not in an exclusion situation,
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and on behalf of any subcontractors identified under the List of identified subcontractors available on the Procurement

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<sup>2</sup> To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.



Section / Calls for Tenders (Documents for tenderer) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)), and entities (not subcontractors) on whose capacities is being relied. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

#### 10.1 Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the attached model Commitment letter by an entity on whose capacities is being relied available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)), signed by the authorised representative of such an entity.

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

#### 10.2 Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

### 11. Requirements as to the tender

Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should preferably be submitted in English and shall in particular include an English version of the documents requested under points 14.5 and 16 of the present Tender Specifications.

The tenderer must comply with the minimum requirements provided for in these Tender Specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.<sup>3</sup>

The tenderer shall complete the Tenderer's checklist.

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Join Offers) it shall indicate it in its offer by completing the relevant forms "List of identified subcontractors" / "Agreement/Power of attorney (joint tender)". These documents are available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

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<sup>3</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).



The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the contract, including up-to-date proof of that authorisation, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure. The cover letter shall be accompanied by the **Authorised Signatory Form** duly completed and signed. This document is available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu))
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).
- c) **The Legal Entity Form** completed, signed by the person authorised to sign the contract and stamped along with the requested accompanying documentation, including up to date proof of that authorisation. This document is available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu))

Tenderers are exempt from submitting the Legal Entity Form and Financial Identification Form requested if such a form has already previously been completed and sent to EMSA. In this case the tenderer shall simply indicate on the cover letter the bank account number to be used for any payment in case of award.

**Part A:** All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the points 10, 13 and 14.2 of these Tender Specifications (**exclusion** criteria).

**Part D:** All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the **Technical and Professional capacity** (part of the selection Criteria) set out under point 14.5 of these Tender Specifications.

**Part E:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under point 16.16 of these Tender Specifications;

**Part F:** Setting out prices in accordance with point 12 of these Tender Specifications.

## 12. Price

- a) Total overall price (P) must be quoted for all the services described under point 2.1 and shall include:
  - $P_T$ : Price for initial transportation including loading, unloading and insurance cover (if applicable/necessary);
  - $P_s$ : Price of storage, including cost of all tasks foreseen by the contract that are not the initial transport  $P_T$  (such as storage rental, insurance cover for the equipment during storage and equipment maintenance for the whole performance period of 9 months, as well as any other administrative or logistical expense linked to the contract execution).

Each category of prices i.e. P,  $P_T$  and  $P_s$  must be shown and quoted separately using the price bid template.

- b) Prices must be fixed amounts and non-revisable.
- c) Prices must be quoted in euro.
- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, the latter is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA

pursuant to the Regulation 1406/2002/EC. Therefore, price and the amount of VAT must be shown separately.

### 13. Joint Offer

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the Agreement Power of attorney (joint tender) available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case(s):

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
- the new entity is not subject to restrictive measures, has access to procurement and is not in an exclusion situation,
- all the tasks assigned to the former entity are taken over by the new entity member of the group,
- the group meets the selection criteria,
- the change must not make the tender non-compliant with the procurement documents,
- the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
- the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

Each member of the group must provide the required evidence for the exclusion and selection criteria. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided by each member of the group will be checked to ensure that the group as a whole fulfils the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement Power of attorney

(joint tender) available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

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

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

When submitting their tender, tenderers are requested to complete and enclose the **Legal Entity Form** available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

##### **14.2 Grounds for exclusion – Exclusion criteria**

To be eligible to participate in this contract award procedure, a tenderer must not be in any of the exclusion situations listed in the Declaration of Honour.

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

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

###### **14.3.1 Standards / Prerequisites**

The tenderer, each member of the group in case of joint tender and any subcontractor(s), including those which do not need to be identified in the tender, must ensure that are not subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

For that purpose, tenderers are requested to duly complete and sign Declaration of Honour available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

###### **14.3.2 Evidence**

N/A

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

###### **14.4.1 Standards / Prerequisites**

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

The yearly turnover for the last 3 years must be minimum 60.000,00 EUR.

###### **14.4.2 Evidence**

N/A

## 14.5 Technical and professional capacity – Selection criteria

### 14.5.1 Standards / Prerequisites

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

At least 1 year experience in storage or maintenance of heavy machinery during the last 5 years.

### 14.5.2 Evidence

A list of customers/projects with a brief description of the relevant works/services carried out and the associated timeline/dates.

## 15. Declaration of Honour (DoH)

Please note that the tenderer shall provide information with regards its situation and on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control and beneficial owners.

Upon request and within the time limit set by EMSA, the tenderer shall provide the following evidence concerning itself, the natural or legal persons as listed under the first paragraph, and concerning the natural or legal persons which assume unlimited liability for the debt of the tenderer:

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

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

The successful tenderer must provide the documents mentioned as supporting evidence before signature of the contract and within the deadline given by EMSA. This requirement applies to each member of the group in case of joint tender.

If the tenderer already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

## 16. Award criteria

The contract will be awarded to the tenderer who submits the most economically advantageous tender (the one with highest score) based on the following quality criterion and its weighting:

Quality criterion ( $W_1 = 30\%$ ): Quality of the storage facilities offered based on the description, pictures and/or layouts of the storage facilities in the bid addressing the requirements under point 2.1.2 of these Tender Specifications.

and the price criterion and associated weighting:

Ps: Price of storage ( $W_{Price} = 70\%$ ).

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

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion  $i$  is

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

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

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

The score for price is

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

Only tenders that have reached a minimum of 50% for  $Q_1$  will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only tenders that have reached a minimum of 50% for the score  $S$  will be taken into consideration for awarding the contract.

## 17. Evaluation and award

The evaluation of the tenders that comply with the conditions as per Invitation to tender will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement;
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;

- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.
- EMSA will evaluate the above-mentioned elements in the order that it considers to be the most appropriate. The successful tenderer(s) must pass all the above-listed elements to be awarded the contract.

## **18. Rejection from the procedure**

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

- A. are in an exclusion situation;
- B. have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- C. were previously involved in the preparation of procurement documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

## **19. Intellectual Property Right (IPR)**

Please consult the contract for IPR related clauses.

If the results are not fully created for the purpose of the contract this shall be clearly pointed out by the tenderer in the tender. Information shall be provided about the scope of pre-existing rights, their source and when and how the rights to these rights have been or will be acquired.

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.