

Tender Specifications

Procurement Procedure EMSA/CPNEG/1/2021 for Operation of a cafeteria for the European Maritime Safety Agency (EMSA)

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council¹ for the purpose of ensuring a high, uniform and effective level of maritime safety. More information is available at: <http://www.emsa.europa.eu>.

2. Type of Procedure

This procedure consists of two phases.

In **Phase I**, referred to as the **Request to participate Phase**, economic entities are invited to submit a request to participate to the Competitive Procedure with Negotiation in accordance with the rules set out in the Invitation to submit a Request to participate.

Following that, a list of pre-selected candidates shall be drawn up according to the criteria set out in the Invitation to submit a Request to participate and in these Tender Specifications.

Pre-selected candidates will be invited to submit a full tender in **Phase II**, referred to as the **Tender Phase**.

Inclusion on the list of pre-selected candidates does not entail any obligation on the part of the Agency concerning the award of the contract.

It should be noted that in this document any mention of the terms 'candidates' or 'requests' is in reference to Phase I of the procedure and any mention of the terms 'tender' or 'tenderers' is in reference to Phase II.

3. Contract objective

The aim of this procurement procedure is to conclude one concession contract, to be signed between EMSA and the selected Concessionaire, covering the provision of cafeteria services at EMSA premises.

3.1 Scope of the contract

The Concessionaire shall:

¹ 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.).

- Provide sufficient personnel to ensure that waiting times are kept to a minimum. The number of personnel proposed (team members) proposed shall be mentioned in the tender.
- Provide adequate personnel for the cafeteria service, including a Manager who speaks English, in order to communicate with the EMSA contract management team as well as with EMSA staff members and visitors.
- Assume total responsibility for the behaviour and performance of its personnel.
- Be responsible for making the appropriate insurance arrangements for their personnel working in the cafeteria.
- Make sure the rules set out in the Agreement of the Trade Unions of Hotel and Restaurant workers are respected (latest version).
- Meet all applicable requirements imposed by national law or regulations (whether statutory, regulatory or otherwise) relating to the provision of the services under this contract.
- Provide a nutritious and attractively presented selection of food and drinks for EMSA staff members and visitors which shall encourage healthy food choices, prepared in full compliance with Regulation (EC) N° 852/2004 of the European Parliament and of the Council of 29 April 2004, on the hygiene of foodstuffs, namely the application of hazard analysis and critical control point (HACCP). Given the multicultural composition of EMSA's staff members and visitors, in addition to Portuguese dishes, provide a wide range of European and international cuisine options.
- Make available plant-based, low calorie, low carbohydrate, gluten and lactose free products.
- Provide a refrigerated display (vertical commercial display refrigerator to clearly showcase chilled drinks, beverages, yogurts, fruits and specialty Items), which they shall clean and maintain as necessary. Strive to optimise the use of water, energy and minimise waste, thereby reducing the environmental impact of their activities.
- Separate and place waste into the dedicated recycling bins located in the garage of the EMSA building (level -1) and weight and register the quantities of waste and recyclable items sent out.
- Provide dishes, cutlery, glasses and disposable napkins (eco-label certified), for the cafeteria in sufficient numbers. Single use plastic items shall not be used.
- Use environmentally friendly products and procedures. The use of single use plastic shall be limited to the strictly mandatory; drinks, yogurts and similar are to be supplied in glass or sustainable packaging.
- Be responsible for the regular collection of any of their dishes, cutlery or glasses brought by EMSA staff members from the cafeteria to the kitchenettes on each floor of the building (1 on level -1, 2 on levels 0,1 and 2).
- Be responsible for the cleaning and hygiene of the cafeteria, including food preparation and storage areas, the counter area including the refrigerated section, and all tables and chairs both internally and externally. The daily cleaning shall consist of picking up litter, cleaning and removal of any marks from

furniture and equipment, cleaning all visible marks from walls, doors and internal windows, cleaning/wiping off smudges and spills from points of contact (latches, switches) and a light floor washing.

- Respect all implemented security rules for the EMSA building. The Concessionaire shall meet with the security office from EMSA in order to provide all necessary information regarding the registration of all staff that shall circulate in the building. The Concessionaire shall coordinate all product deliveries in accordance with the security rules implemented by the Agency.
- Be responsible for the organisation and updating of relevant files (including company invoices, employees' contracts, salary receipts, cash desk reports, etc.) and to present these files to EMSA upon request.
- Offer the possibility for EMSA staff members and visitors to pay both electronically and in cash for their purchases. The Concessionaire must provide sufficient change for the cashiers to allow payments with bills up to 50 Euro.
- Make available a comment box in which EMSA staff members and visitors can leave comments on the quality of the service or suggestions for improvement.
- Shall at all times ensure the display of prices, per article, in a location clearly visible by EMSA staff members and visitors.

The Concessionaire may also decorate the cafeteria area in an appropriate manner, subject to EMSA's approval. Please note however that no brand names should appear on any of the decorative items.

3.1.1 Regular cafeteria services throughout the day shall include:

- Hot beverages, including a full range of coffee options and a selection of teas/infusions.
- Various milk options, including low fat and plant-based milk.
- Cold beverages, including a full range of bottled/canned drinks, still and sparkling water in small and large glass bottles.
- A range of fresh fruit juices.
- A selection of yoghurts, including low-fat options.
- A selection of breads (wholegrain, seeded, rye) and appropriate fillings for sandwiches.
- A wide selection of pastries, croissants and savoury snacks.
- 'Homemade' cakes and biscuits.
- A selection of fruit shall be offered on a seasonal basis.

3.1.2 Breakfast

In addition to the items listed above, a set breakfast 'menu' option shall be offered and a selection of low sugar cereals and cereal bars (not more than 20g of sugar/100g).

3.1.3 Lunchtime

- The Concessionaire shall establish at least 2 meals with a maximum price of EUR 10,00 as "meal of the day" (inclusive of VAT) that includes drink, soup or starter, main dish, dessert and coffee. Other

formulas/combinations of menus (i.e. mini-menu consisting of a main course and a drink, separate dishes and snacks) can also be proposed.

- The choice of dishes shall be changed on a regular basis.
- A selection of sandwiches, toasts, wraps, quiches and salads, shall also be provided quickly on the spot.

3.1.4 Counter service

As can be seen in Appendix II, the cafeteria has a counter by way of which most food and drinks are currently served. The counter includes a refrigerated area; the Concessionaire must use this counter for the provision of the above-mentioned services.

3.1.5 Grab and go service

Self-service refrigerated displays shall be provided by the Concessionaire with a range of fresh fruit, yoghurts and juices; tenderers shall propose a selection of such options.

The Concessionaire shall organise the cafeteria in such a way that EMSA staff members and visitors who wish to 'grab and go,' can pick up and pay for these items quickly, preferably in contactless form.

3.2 General conditions

- The cafeteria and adjoining terrace are located on the third floor of the EMSA building in Lisbon.
- For reference purposes only, EMSA has around 260 staff members, in addition to visitors.
- Cafeteria services shall be available from 08h00 until 17h00. Lunch shall be served from 12h00 to 14h30.
- The cafeteria shall be open on all working days of the Agency; the public holidays for the Agency for every civil year will be provided in a timely manner. The current layout and measurements of the cafeteria food preparation and serving areas can be found in Appendix II.
- EMSA cannot be held responsible for the actual use of the cafeteria services.
- EMSA staff members and visitors shall either be served directly at the counter or serve themselves at the refrigerated area.
- Tables and chairs are provided for the internal area of the cafeteria, as well as the terrace area which also has a parasol for each table. The parasols shall be closed at the end of each day (when used). On days where there are high winds, the parasols shall also be closed, and chairs may need to be stacked and stored accordingly.
- The use of the kitchen and other facilities, electricity and water shall be made available by EMSA without charge to the Concessionaire. Concessionaires shall be responsible to equip the facilities according to their business needs at their own expense, in agreement with the Agency.

- Staff members of EMSA and visitors are permitted to use cafeteria premises to consume their own food and drinks. EMSA provides sufficient microwave ovens for meals that need to be reheated.
- Part of the cafeteria serving area might be required by EMSA for special events, which can reduce the regular cafeteria services throughout the day. EMSA shall not be held responsible for the service reduction. The Concessionaire shall be informed in due time.
- EMSA may at any time invite local/national health and hygiene authorities to ensure that the Concessionaire is in compliance with Regulation (EC) N° 852/2004 of the European Parliament and of the Council of 29 April 2004, on the hygiene of foodstuffs. Such audit is carried out at least once a year.

3.3 Visit to EMSA's premises

Economic operators interested in submitting a request to participate will have the opportunity to visit EMSA's premises in order to familiarise themselves with the place and respective machinery. All information may be found in the Invitation to Submit a request to participate.

3.4 Tasting session

A tasting session is foreseen to assess the tenders. Pre-selected candidates (those who will have passed Phase I) will be informed about the date and schedule of this tasting session in the invitation to Tender.

At the tasting session, tenderers shall present examples of the products they propose, on the basis of those referred to under sections 3.1.2 and 3.1.3 above.

4. Contract management responsible body

EMSA – Unit 4.2, in charge of Legal, Finance & Facilities Support, will be responsible for managing the contract.

5. Project Planning

In order to guarantee the quality of the services provided as well as the satisfaction EMSA staff members and visitors, during the contract period, several surveys shall be carried out. The Concessionaire shall be informed of the results.

On a regular basis, meetings shall be organised between the Agency and the Concessionaire in order to evaluate the quality and implementation of the provided services, taking into consideration the results of the afore-mentioned surveys and the comments left in the comment box referred to under section 3.1 above.

6. Timetable

The estimated date for signature of the contract is December 2021, with the provision of services beginning in January 2022.

The concession contract shall be initially awarded for a duration of 12 months, with renewals up to three times, with a duration of 12 months each time. Termination of the contract shall be subject to a notice period of six months.

After the signature of the contract, a kick-off meeting shall be held with EMSA, in order to settle all the details. It is expected that the manager of the Concessionaire, responsible for the service, shall be present at the meeting.

7. Estimated Value of the Contract

The maximum budget available for this contract is EUR 0 excluding VAT. EMSA staff members and visitors using cafeteria services shall pay directly to the Concessionaire.

8. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft Concession Contract** available in the Procurement Section under the call to tender EMSA/CPNEG/1/2021 on EMSA's website (www.emsa.europa.eu).

9. Terms of contract

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

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

10. Financial guarantees

N/A

11. Subcontracting

If the candidate/tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners, they shall indicate in their offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the chosen Concessionaire.

The tenderer/candidate must provide required evidence for the exclusion and selection criteria on their own behalf and, when applicable, on behalf of their subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer/candidate relies on the capacities of subcontractors to fulfil selection criteria². 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/candidate and their subcontractors as a whole fulfil the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

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

12. Requirements as to the request / tender

Requests /tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, requests/tenders should preferably be submitted in English and should in particular include an English version of the documents requested under points 15.5 and 16 of the present Tender Specifications.

The candidate/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.³

The candidate/tenderer shall complete the Tenderer's/Candidate's Checklist.

If the candidate/tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offers) they shall indicate it in the Request/tender by completing the form "Statement of Subcontracting / Joint Offer". This document is available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

The request to participate must be presented as follows and must include:

- a) **A signed letter** indicating the name and position of the person authorised to sign the contract, including recent proof of that authorisation (no more than one year old), the bank account to which payments are to be made, and the email address to be used for contacts during the procurement procedure.
- b) **The Financial Identification Form** completed, signed and stamped. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu)
- c) **The Legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu)

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

The **request** (Phase I) must include the following:

Part A: All the information and documents required by EMSA for the shortlisting of candidates on the basis of the points **11, 14, 15.2 and 15.6** of these specifications (part of the exclusion criteria);

³ 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).

Part B: All the information and documents required by EMSA for the shortlisting of candidates on the basis of the **Economic and Financial capacity** (part of the Selection criteria) set out under point **15.4** of these specifications;

Part C: All the information and documents required by EMSA for the shortlisting of candidates on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under point **15.5**

The **tender** (Phase II) must include the following:

Part D: All the information and documents required by EMSA for the appraisal of tenders on the basis of the **Award Criteria** set out under point **16** of these specifications;

Part E: A **price list** in accordance with **point 13** of these specifications.

13. Price

- a) Prices for the Operation of a cafeteria for the European Maritime Safety Agency (EMSA) shall be presented using the Appendix I Cafeteria Price List.
- b) Prices must be quoted in Euro.
- c) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.

14. Joint Offer

Groupings, irrespective of their legal form, may submit joint Requests and tenders. Candidates/tenderers may, after forming a grouping, submit a joint Request/tender on condition that it complies with the rules of competition. Such groupings must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit the Request/tender.

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 awarded, the contract will be signed by the person authorised by all members of the group. Tenders/candidates from groups of service providers, Concessionaires or suppliers must specify the role, qualifications and experience of each member or group.

15. Information concerning the personal situation of the candidate/tenderer and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required

15.1 Legal position – means of proof required

When submitting their Request, candidates shall complete and enclose the **Legal Entity Form** and accompanying documentation, available in the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu).

15.2 Grounds for exclusion - Exclusion criteria

To be eligible to participate in this contract award procedure, a candidate 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) shall be completed and signed.

15.3 Legal and regulatory capacity – Selection criteria

15.3.1 Standards / Prerequisites:

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

The Concessionaire shall meet all the hygiene and food certification rules imposed for all relevant services provided.

15.3.2 Evidence:

Copy of the authorisation to perform the contract in the country of establishment.

Copy of the applicable hygiene and food certifications such as HACCP.

15.4 Economic and financial capacity – Selection criteria

15.4.1 Standards / Prerequisites:

- a) The candidate must be in a stable financial position and must have the economic and financial capacity to perform the contract.
- b) The yearly turnover for the years, 2017, 2018 and 2019 must be at least EUR 50,000.00.

15.4.2 Evidence:

- a) Financial statements or their extracts for the years 2017, 2018 and 2019.
- b) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the years 2017, 2018 and 2019.

- c) Candidates are exempt from submitting the documentary evidence if such evidence has already been completed and sent to EMSA for the purpose of another procurement procedure and still complies with the requirements. In this case the candidate shall simply indicate on the cover letter the procurement procedure where the evidence has been provided.
- d) If, for some exceptional reason which EMSA considers justified, a candidate is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

15.5 Technical and professional capacity – Selection criteria

15.5.1 Standards / Prerequisites:

Tenderers must have the technical and professional capacity to perform the contract and shall have:

- Three years of experience in providing similar services;
- A team composed of:
 - A chef with minimum three years' experience in providing services similar to those requested;
 - A manager with minimum three years' experience in providing services similar to those requested and level of English at least B2;
 - A waiter with minimum one year's experience in providing services similar to those requested and level of English at least B1.

15.5.2 Evidence:

- A list of the main services provided in the past 5 years with corresponding dates, duration and clients with the indication if they are private or public, proving at least 3 years of experience;
- CVs of the proposed team members, using Europass CV or similar.

15.6 Declaration of Honour (DoH)

For the Selection criteria, the candidate shall provide information only with regards the selection criteria as required by EMSA in the procurement documents.

For the Exclusion criteria, the candidate 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 candidate 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 candidate.

For the exclusion situations described in (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 situation described in (a) and (b) of the Declaration of Honour, production of recent certificates issued by the competent authorities of 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 candidate already submitted such evidence for the purpose of another procedure, provided its issuing date does not exceed one year and it is still valid, the person shall declare on their 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 criteria and their associated weightings:

1. **Quality criterion 1** ($W_1 = 25\%$): quality of the products (variety, biological, local and seasonal, not industrial, etc) proposed, based on a description of all products per type of service as described in section 3.1 and a tasting session for services described in sections 3.1.2 (breakfast) and 3.1.3 (lunchtime).

Evaluation of quality shall include:

- the freshness of ingredients;
 - the origin of ingredients - preference is for local items;
 - use of sustainably grown ingredients;
 - variety (options) of products offered;
 - variety of dietary options.
2. **Quality criterion 2** ($W_2 = 5\%$): options (design, material, brand, etc.) of dishware, cutlery, glasses, technical equipment, based on a description of the items foreseen to be used per type of service as described in section 3.1 and presented at a tasting session for services described in sections 3.1.2 (breakfast) and 3.1.3 (lunchtime).
 3. **Quality criterion 3** ($W_3 = 10\%$): environmental considerations to be used during contract implementation, notably food waste avoidance and recycling arrangements, based on a description of the measures in place to address such considerations for the specific services procured in this contract.

4. **Quality criterion 4** ($W_4 = 10\%$): personnel arrangements (team composition, back-up solutions, dress-code, etc) based on a description and as presented at the tasting session.

and the price criterion and associated weighting:

1. Price of the tender ($W_{Price} = 50\%$).

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

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

Only tenders that have reached a minimum of 60% for Q_1 , and a minimum of 60% for Q_2 , 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 60% for the score S will be taken into consideration for awarding the contract.

17. Rejection from the procedure

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

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

- c) were previously involved in the preparation of procurement documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

18. 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.