

Enclosure 1 - Tender specifications

Attached to the Invitation to tender No EMSA/OP/03/2017 for the supply of High Capacity Skimmers

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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. Among its tasks, EMSA received the mandate to “work with the Member States to support 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, when a request for assistance has been presented” (Art. 2 (3) d of Regulation (EC) No 1406/2002 as amended).

EMSA's Action Plan for Oil Pollution Preparedness and Response (2004), as well as the Action Plan for Response to Marine Pollution from Oil and Gas Installations (2013), as updated by the annual Work Programmes, identify how to implement these tasks.

These documents are available on EMSA's website, www.emsa.europa.eu under 'Publications'.

2. Objective, scope and description of the contract

2.1 Overall objective

The primary objective of this open procedure is to conclude one framework contract for the supply of high capacity skimmers for the performance of EMSA's at sea oil pollution response operations tasks as per point 1 above.

The successful tenderer (hereinafter referred to as “contractor”) shall deliver the equipment to one of the European Union or European Free Trade Association (EFTA) countries as identified by EMSA within each specific contract. The contractor shall also provide equipment commissioning and training service on the operation of the equipment where applicable.

2.2 Minimum technical requirements of the system

The high capacity skimmer subject of this procurement procedure shall consist of a free floating skimmer connected to the end of a floating umbilical. The umbilical shall be stored on a reel with an integrated telescopic arm from which the skimmer-head is to be deployed directly hanging from the umbilical. The skimmer-head shall be fitted with exchangeable modules (e.g. weir, brush, drums) or equivalent to allow for a wider oil recovery range. The system shall be fully autonomous diesel-hydraulic operated and shall include a diesel-hydraulic power unit(s) and all necessary equipment items for its fully autonomous operation on board a vessel. All functions of the system (reel, telescopic arm and skimmer) shall be also hydraulically driven and be operated locally and by a wireless remote control. The complete system shall be ATEX certified to operate in Zone 2 according to Directive 94/9/EC and Directive 2014/34/EU (equipment Group II category 3) or equivalent.

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.).

All the minimum technical requirements of the system are presented in the bid template (enclosure 2 to the Invitation to Tender) alongside with the relevant quality criteria (also specified under 15 below).

When drawing up their offers, tenderers must fill in the bid template (enclosure 2 to the Invitation to Tender) by including in the tables a description of the proposed system. All the supporting evidences to prove compliance with the selection criteria set in point 14.5 of this Tender Specifications (such as list of customers, info-sheet, technical manuals, sea trials or operational reports, FAT report template, certificates and declarations of conformity) shall be enclosed to the bid template.

2.3 Description of the contract

2.3.1 Framework supply contract

At the conclusion of this open procurement procedure EMSA intends to sign one individual framework supply contract (enclosure 3 to the Invitation to Tender) with the contractor. The award will be done in accordance with the award criteria set in point 15 of this document.

The duration of the framework supply contract will be of four years. The signature of the framework contract does not constitute order *per se* and does not entail any obligation on the part of EMSA to purchase.

The framework supply contract will lay down the overarching legal, financial, technical and administrative provisions governing the relationship between EMSA and the contractor during the period of validity of the framework supply contract.

The contractor shall update the items in the equipment list of supplies every six months to adjust to production changes in the model and their options at a price whose relationship to the prevailing market price for equivalent items remains constant. In updating its price list, prices may be reduced at any time, but never increased as indicated in Article I.5.2 of the framework supply contract.

2.3.2 Specific contract

Actual ordering of supplies will be placed after the framework supply contract has entered into force through specific contracts (Annex III to the framework supply contract) concluded upon EMSA's initiative. From the date of dispatch of the two copies of the specific contract, the contractor will have two weeks to return both originals to EMSA duly dated and signed by the contract representative.

EMSA may decide either to purchase a complete high capacity skimmer or selected equipment components. Accordingly, EMSA will identify both type and number of components to be purchased in each specific contract.

The specific contracts will be in line with the conditions laid down in the framework supply contract and will set the terms for the supply of the equipment (i.e. time and place of delivery, and the exact number of equipment components) and the conditions for approval of the equipment.

If it is requested by EMSA, in the same specific contract for the supply of equipment, the parties may also agree on the terms and conditions for the provision of training service, which will be performed after the equipment commissioning.

Nevertheless, after delivery of the equipment, if requested by EMSA, a specific contract exclusively for the provision of training service may also be signed between the parties.

The prices of the equipment as well as the costs of the commissioning and of the training shall reflect the prices included in the contractor's tender and will not be subject to negotiation.

Each specific contract will indicate if the contractor has required a pre-financing and if EMSA has imposed a bank guarantee to it.

After the entry into force of a specific contract for the purchase of a high capacity skimmer, EMSA may request the contractor to provide pre-installation technical support. The provision of this service shall not entail any additional cost for EMSA and shall be performed in line with Article 1.4.10 of the framework contract (enclosure 3 to the Invitation to tender).

2.3.3 Request for quotation

Before each specific contract is signed by both parties, EMSA will send a Request for Quotation to agree on the terms and conditions that might form part of the specific contract as follows:

- Quantity and price of the individual components to be purchased,
- Duration, location and price of the training service,
- Cost to transport the equipment from the contractor's factory to the delivery place specified by EMSA in accordance with the price (EUR/Km) offered in the tender,
- Total price of the order (in accordance with the prices offered in the tender),
- Maximum number of weeks that are estimated for delivering the equipment from the moment the specific contract is signed, and
- If applicable, request for pre-financing and for a bank guarantee as per Article I.6.1 of the draft framework supply contract (enclosure 3 to the Invitation to Tender).

A model of Request for Quotation is included in Annex III to the draft framework supply contract (enclosure 3 to the Invitation to Tender). The contractor shall provide a reply within the maximum period of two weeks from the receipt of EMSA request. EMSA may decide to offer a specific contract within four weeks from the receipt of the quotation.

2.4 Factory Acceptance Test, Delivery and Acceptance

2.4.1 Factory Acceptance Test

After signature of a specific contract, the contractor shall be obliged to notify by e-mail on the exact date and location of the Factory Acceptance Test (FAT) at least four weeks in advance. The contractor shall also provide EMSA with a schedule for the FAT indicating timing and sequence of testing. The FAT shall be performed and reported in line with the description provided in the offer.

During the test the equipment design, manufacturing and performance should be assessed. EMSA representative may witness the FAT. Following one week from the FAT, the contractor shall submit the FAT Report and will provide EMSA with a detailed testing check list, drawings and supporting evidences (namely pictures and a short video of the FAT). If any discrepancies and/or non-conformities have been noted during the performance of the FAT, the contractor will report them by filling in a Non Conformities List. If it is deemed appropriate, the FAT may be rescheduled at a date and time agreed by the parties. If the FAT report is accepted, EMSA shall request the invoice for the interim payment as per Article I.6.2 of the framework contract (enclosure 3 of the Invitation to Tender).

2.4.2 Delivery of the equipment and Commissioning service

Conditioned to EMSA's approval of the FAT Report, the equipment shall be delivered at the time and place set by EMSA in the specific contract. However, the maximum delivery time shall not exceed six months from the signature of the specific contract by the contractor.

The equipment shall be delivered under the Delivered Duty Paid (DDP) Incoterm clause. Accordingly, the contractor shall carry out all customs formalities and clear the equipment for export and import purposes and pay any relevant duty (such as VAT).

Following the receipt of the equipment at the delivery place, EMSA, or a representative designated by EMSA, will verify that the system is in conformity with the conditions indicated in the specific contract. The operational of the system will be tested by the contractor during the commissioning, which will take place within maximum one month from the delivery.

When training service is not requested by EMSA, the contractor will have maximum two weeks from the performance of the commissioning to send to EMSA the Final Technical Report about the activities executed during the commissioning. Pictures and a short video of these activities shall be also provided as evidences to assess the technical conditions of the equipment. The commissioning shall be performed and reported in line with the description provided in the offer.

EMSA shall have four weeks from receipt to approve the report with or without comments or reservations.

If the Final Technical Report is accepted, EMSA shall issue the Certificate of Conformity and request the invoice for the balance payment as per Article I.6.3 of the framework contract (enclosure 3 to the Invitation to Tender).

2.4.3 Training service

EMSA may foresee the provision of the training service in the same specific contract for the purchase of equipment. Upon EMSA's initiative, the training may be provided back to back the commissioning, or at the different date agreed by the parties in the specific contract. The training shall be performed and reported in line with the description provided in the offer.

Within two weeks from the performance of the training, the contractor shall send to EMSA the Final Technical Report, including a detailed description of the activities performed (both for commissioning and training), attaching pictures and a short video as evidences.

EMSA shall have four weeks from receipt to approve the report with or without comments or reservations.

If any failure is noted during the performance of the training EMSA may decide to reject the report. The training may be rescheduled at another time and place agreed by the parties.

When the training service is foreseen, EMSA shall issue the Certificate of Conformity after the acceptance of the Final Technical Report.

EMSA may conclude a specific contract with the contractor to foresee exclusively the provision of training service independently from the purchase of equipment. Accordingly, the time, duration and place for the provision of these services shall be agreed by the parties in the specific contract.

3. Contract management responsible body

The European Maritime Safety Agency – Unit C.1, in charge of Pollution Response Services – will be responsible for managing the contracts.

4. Project Planning

The framework contract is planned to be signed for a period of four years.

The major milestones along with the execution of the framework contract are shown in the table below:

Article in FWC	Event	Comment	Indicative time	Relevant documents from the contractor	Payment scheme
	Signature of the framework contract by both parties	End of the open procedure	September 2017		
I.4.3	EMSA's request for quotation	The total price in the quotation may include the price of the complete system and/ or individual items, transportation cost, price of commissioning and training, delivery time, and request for pre-financing (if applicable)	Within 2 weeks from receipt of EMSA request	Quotation	
I.4.4	Dispatch of two originals of specific contract	Upon EMSA's approval of the quotation	Within 4 weeks from receipt of the quotation		
I.4.4	Signature of the specific contract by the contractor	The contractor will return to EMSA the two originals of the specific contract duly signed and dated	Within 2 weeks from its dispatch	Specific Contract	
I.6.1	Invoice for pre-financing (and bank guarantee if applicable)	If applicable, EMSA will pre-finance up to 30% of the total value of the high capacity skimmer	Within 30 days from receipt of invoice (and of a bank guarantee if requested by EMSA)	Invoice for pre-financing and bank guarantee (if requested by EMSA)	Pre-financing 30%
I.4.5	Factory Acceptance Test (FAT)	Equipment design, manufacturing and operation to be assessed by EMSA	Place, time and schedule for FAT to be notified to EMSA at least 4 weeks in advance	FAT Report and invoice (conditioned to EMSA's approval of the report)	Interim payment of 40%
I.4.6	Delivery of the equipment	The contractor will deliver the equipment at the place and time agreed in the specific contract	6 months maximum delivery time from the date of entry into force of the specific contract	All customs formalities to clear the equipment (such as payment of VAT)	
I.6.3	Certificate of Conformity issued by EMSA	Options: a) After delivery and commissioning service and conditioned to	Within 4 weeks from receipt of the Final Technical Report	Final Technical Report	

		EMSA's approval of the Final Technical Report. b) After delivery, commissioning and training services and conditioned to EMSA's approval of the Final Technical Report.			
I.6.3	Invoice for payment of the balance	Upon receipt of the Certificate of Conformity	Payment within 30 days from receipt of the invoice	Invoice for balance payment	Balance payment of 30%

5. Timetable

The estimated date for signature of the framework contracts is September 2017.

6. Estimated Value of the Contracts

The maximum budget available for this framework supply contract is EUR 8,000.000 excluding VAT.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the draft framework supply contract (enclosure 3 to the Invitation to Tender) available on the Procurement Section under the call to tender EMSA/OP/03/2017 on the EMSA website at the following address: www.emsa.europa.eu.

8. Terms of contract

When drawing up a bid, the tenderer should bear in mind the terms of the draft framework supply contract (enclosure 3 to the Invitation to Tender).

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

9. Financial guarantees

For specific contracts with a value of more than EUR 60,000 EMSA may, based on risk assessment, request the contractor to provide with a pre-financing guarantee equal to at least 30% of the total price of the specific contract. A model of the required pre-financing guarantee is included in Annex IV to the draft framework supply contract (enclosure 3 to the Invitation to Tender).

10. Sub-contracting

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

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must

be provided where the tenderer relies on the capacities of subcontractors to fulfil selection 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 and its subcontractors as a whole fulfil the criteria.

11. Requirements as to the tender

11.1 Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 14.5 and 15 of the present Tender Specifications.

Tenders must be in compliance with the selection criteria described in point 14.5 of the present Tender Specifications to be further considered for the evaluation of the quality award criteria (point 15 of the present Tender Specifications). This includes also 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

Tenderers shall submit the supporting references to prove compliance with the selection criteria and enclose all the relevant documents to the bid template (enclosure 2 to the Invitation to tender).

11.2 Content of the tender

The tender 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 and the bank account to which payments are to be made.
- b) **The Financial Form** completed, signed and stamped. This document is available on the Procurement Section (Financial 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).

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

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.

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).

- d) **Statement of Subcontracting/Joint Offer** as per enclosure 4 to the Invitation to Tender in case the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offers).
- e) **Declaration on Honour** as per enclosure 5 to the Invitation to Tender required by the contracting authority for the appraisal of tenders on the basis of the points 10, 13, 14.2 and 14.6 of these specifications (part of the **Exclusion criteria**).
- f) All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the **Selection criteria**) set out under point 14.4 of these specifications.
- g) **Bid template** as per enclosure 2 to the Invitation to Tender including all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the **Selection criteria**) and **Award criteria** (set out under points 14.5 of and 15 of these specifications).
- h) Tenderers shall complete the Tenderer's Checklist as per enclosure 6 to the Invitation to Tender.

12. Price

- i. Tenderers shall complete the list of prices in point 3 "Price Offer" of enclosure 2 to the Invitation to Tender. All price elements should be filled in. Failure to complete a price element may lead to the rejection of the offer.
- ii. Prices must be quoted in Euro.
- iii. Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
- iv. Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

13. Joint Offer

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

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

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

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

14.1 Legal position – means of proof required

When submitting their bid, tenderers are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available in the Procurement Section (Legal Entity Form) of EMSA's website (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 following exclusion situations:

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract ;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other persons with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the contracting authority during the award procedure;
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure ;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
 - i. fraud
 - ii. corruption
 - iii. participation in a criminal organisation
 - iv. money laundering or terrorist financing
 - v. terrorist-related offences or offences linked to terrorist activities
 - vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95

- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
- i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
 - ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
 - iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
 - iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
 - v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

14.3 Legal and regulatory capacity – Selection criteria

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

14.4 Economic and financial capacity – Selection criteria

14.4.1 Requirements

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

14.4.2 Evidence

- a) Financial statements or their extracts for the last three years for which accounts have been closed.
- b) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years available.
- c) Tenderers 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 the provided documents are up-to-date. In this case the tenderer should 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 tenderer is unable to provide one or other of the above documents, he 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.

14.5 Technical and professional capacity – Selection criteria

Tenders that meet the selection criteria for technical and professional capacity will be further considered for the evaluation of the quality criteria (point 15 of these Tender Specifications).

14.5.1 Requirements

- a) Experience in the field of high capacity skimmer systems manufacturing.
- b) Compliance with the Minimum Requirements described in point 2.3 of these Tender Specifications.

14.5.2 Evidences

1. List of customers and projects concluded in the last five years encompassing delivery of high capacity skimmer systems.
2. The equipment technical manuals as well as other supporting references (such as info-sheet, technical manuals, sea trials or operational reports, FAT report template, certificates and declarations of conformity) to be enclosed to the bid template (enclosure 2 to the Invitation to Tender).

14.6 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.

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

For exclusion situations described in (a), (c), (d) or (f) of point 14.2 above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

For the exclusion situation described in (a) or (b) of point 14.2 above, production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

When the tenderer to be awarded the contract has already submitted relevant evidence to EMSA, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the tenderer is required to submit a statement confirming that its situation has not changed.

15. Award criteria

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

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

- Quality criteria (60%) which is subdivided into the individual quality criteria applying the following weights:

1. Quality criterion 1: Range ($W_1 = 4\%$)
2. Quality criterion 2: Capacity ($W_2 = 6\%$)
3. Quality criterion 3: Product range of recovery ($W_3 = 6\%$)
4. Quality criterion 4: Operational limitations ($W_4 = 6\%$)
5. Quality criterion 5: Propulsion ($W_5 = 4\%$)
6. Quality criterion 6: STS capability ($W_6 = 4\%$)
7. Quality criterion 7: Deck space ($W_7 = 6\%$)
8. Quality criterion 8: ATEX 1 Certification ($W_8 = 6\%$)
9. Quality criterion 9: Power-pack noise emissions ($W_9 = 4\%$)
10. Quality criterion 10: Diesel engine air emissions ($W_{10} = 4\%$)
11. Quality criterion 11: Storage and transport ($W_{11} = 6\%$)
12. Quality criterion 12: Quality certification ($W_{12} = 4\%$)

- Price criterion and associated weighting:

Total Price of the bid ($W_{Price} = 40\%$), which is the sum of the following individual prices:

1. Price of the complete system (including the container, spare parts and any ancillaries necessary for the system's autonomous operation)
2. Price for one day on-site training
3. Price for commissioning
4. Price for combined commissioning and one day on-site training
5. Price for transportation

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion indicated in point 2 "Quality criteria" of the bid template (enclosure 2 to the Invitation to Tender).

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

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

Only bids that have reached a minimum of 60 % for the score S will be taken into consideration for awarding the contract.

16. Rejection from the procedure

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

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

17. 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 should be clearly pointed out by the tenderer in the tender. Information should 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.

18. Special negotiated procedure under Article 134(1)(e) RAP

EMSA may at a later stage exercise the option to increase the estimated value of the contract via negotiated procedure with the successful tenderer in accordance with Article 134(1)(e) of the Rules of Application to the Financial Regulation.