

## Tender specifications

Attached to the Invitation to tender EMSA/OP/15/2017

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## **Invitation to tender No. EMSA/OP/15/2017 for the Provision of maintenance services for EMSA and EMCDDA**

### **1. Introduction**

The European Maritime Safety Agency (EMSA) was established under Regulation 1406/2002/EC for the purpose of ensuring a high, uniform and effective level of maritime safety.

The European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) was established by Council Regulation (EEC) No. 302/93 of 8 February 1993, as recast by Regulation (EC) No. 1920/2006 of the European Parliament and of the Council of 12 December 2006. The EMCDDA is the central reference point for drug information in the European Union.

EMSA and EMCDDA are co-located in the same building complex at Praça Europa, Lisbon, which is comprised of the following: the EMSA HQ Building (Building A), the Conference Centre (Building B), the EMCDDA HQ Building including the underground parking (Building C) and the Palacete (Building D). Buildings A and B are linked together by corridors and consist of a total surface area of approx. 10.642m<sup>2</sup>. Buildings A, C and D are connected through the underground parking area of 6.500m<sup>2</sup>. Building C and D consist of a total surface area of approx. 5.730m<sup>2</sup>.

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

#### **2.1. Objective:**

The objective of this tender is to find a suitable contractor to provide maintenance services for the premises of EMSA and EMCDDA in Lisbon.

The purpose of the current tender is the conclusion of two contracts for the provision of maintenance services for the premises of EMSA and EMCDDA in Lisbon. The tender is divided into two Lots and will result in the award of one contract per Lot. The contract (service contract) for Lot 1 will be signed between the winning contractor and EMSA. The contract (service contract) for Lot 2 will be signed between the winning contractor and EMCDDA.

Under the lease agreement signed between EMSA, EMCDDA and the Administração do Porto de Lisboa, the Agencies are responsible for regular user maintenance, which is defined as maintenance required to maintain the leased premises, including its equipment and special installations, notably water, gas, electricity and sewage system equipment, as well as elevators and HVAC in good working order save for the deterioration caused by normal wear and tear.

The Agencies therefore require complete planned preventive maintenance, corrective maintenance and emergency maintenance of their premises and technical equipment; all maintenance operations must be carried out in accordance with building documentation, manufacturer's technical instructions, relevant Portuguese norms and regulations.

The daily core office hours of the Agencies are from Monday to Friday between 08.30 and 17.30. In addition, the premises are open for staff outside office hours and on non-working days.

## **2.2. Maintenance services**

Maintenance services are requested as follows:

### **2.2.1. General obligations of the contractor, applicable to both Lot 1 and Lot 2**

The contractor shall indicate a dedicated Engineer (Mechanical or Electrical) responsible for the management of the Contracts and the main contact point with the Agencies, and two teams composed of:

- For Lot 1: a Junior Technician and a Senior Technician (TIM III), both full time.
- For Lot 2: a Junior Technician (part time) and a Senior Technician full time (TIM III).

It is the responsibility of the contractor to guarantee that an appropriate deputising system is in place in case of planned or unplanned absence.

The obligations of the contractor shall include supplying all the operational resources and tools necessary for carrying out the tasks. The contractor shall provide a dedicated mobile phone for each Agency in order for the Senior Technicians to be contactable at all times.

The contracting authorities shall have the right to approve or reject the proposed staff before entering on duty.

The contractor shall ensure that tasks are carried out without detriment to the general functioning of services in the buildings and shall be responsible for any damage caused to the buildings and external areas.

Whenever any work carried out is likely to cause losses to EMSA or EMCDDA staff or neighbouring parties, the contractor, if it becomes aware of such losses, shall notify EMSA and/or EMCDDA immediately in order for appropriate actions and precautions to be put in place.

Weekly meetings will be held with the dedicated engineer responsible for the management of the Contract. Reports should be completed monthly, separately for the different buildings and submitted to the Logistics and Facilities unit of the respective Agency.

In 2018 EMSA and EMCDDA have 19 banking holidays distributed throughout the year. These holidays partially match Portuguese holidays but the Agencies have additional holidays as well as work during some Portuguese holidays. The official holidays for 2018 for EMSA and EMCDDA are shown in Appendix 2.

### **2.2.2. Lot 1 - Maintenance services for EMSA HQ and Conference Centre (Buildings A and B):**

#### **2.2.2.1. Types of Maintenance required**

##### **Preventive maintenance**

The objective of preventive maintenance should be to avoid the possible breakdown of equipment in order to ensure that both the equipment and the premises themselves remain operational. The contractor will need to check the correct functioning of all equipment in Appendix 1 and the instructions of the manufacturers. All technical installations, equipment and their components should be kept clean and in good state.



Annually, full functional checks of the air conditioning systems are required, but for systems outside the expertise of the contractors' staff, specialist companies must be subcontracted to carry out the work at the manufacturer's recommended time intervals. Subcontracting may be required for elevators, chillers, fan coils, automated doors, fire extinguishers, UPS, the generator, the integrated security system, the emergency lighting system and the technical management software and in this regard, tenderers should consult Section 10 below. Preventive maintenance also includes the cleaning of the outside cameras and the water drainages on and around the facade and roof of buildings A and B twice a year.

### **Corrective maintenance**

The objective of corrective maintenance is to address any defects or breakdown detected in equipment in order to render it fully functional as soon as possible. Whenever the need for any corrective work is detected, a Work Authorisation (WA) shall be submitted for prior approval by the EMSA Technical Infrastructure Officer.

### **Emergency maintenance**

Emergency maintenance is similar to corrective maintenance in the sense that it refers to the correction of defects or breakdown in equipment, however in the emergency scenario, the problems arising could impact upon the functioning of the building in the immediate sense and therefore the maintenance must be carried out without delay and cannot be subject to the normal planning associated with corrective maintenance.

#### **2.2.2.2. Maintenance arrangements for the EMSA HQ building and Conference Centre (Buildings A and B)**

In order to carry out the maintenance referred in 2.2.2.1, EMSA seeks the following services:

- Continuous presence of a maintenance team on weekdays between 08:30h and 17:00h (appropriate deputising system in a case of absence must be implemented).
- Monitoring and management of facilities and equipment, adapting them to the daily needs of the buildings and operation of centralised technical management.
- Preventive maintenance of facilities and equipment, according to the maintenance plan submitted.
- Provision of technical assistance and execution of corrective maintenance.
- Inform, whenever necessary, of any anomaly, further suggesting solutions leading to better use, saving energy consumption and user satisfaction.
- Management of maintenance executed by subcontractors.
- Technical responsibility for electrical installations, electrical processing unit (Decreto Lei 517/80) and generator set.
- Technical responsibility for the operation and maintenance (TIM III) of the facilities through an HVAC technician responsible for the operation of the building (TRF) under Decreto Lei 79/2006 on the energy certification of buildings and indoor air quality.

- Measure, once a year, the energy efficiency and quality of internal air in buildings A and B according to the applicable legislation (RSECE, D.L. 79/2006) and provide a report on the findings.
- Test and analysis, once a year, the quality of sanitary water in terms of bacteriological contents (including presence and concentration of Legionella bacteria).
- Supply and replacement of spare parts and consumables, which are invoiced upon submission of Work Authorisations (WA) indicating their price and margin, applied according to the percentages indicated in the tender.
- Weekly technical and coordination meetings with the dedicated Engineer responsible for the management of the Contract.
- Regular provision of monthly reports.
- Assistance for logistic operation carried out inside the building.

The bidder shall provide a detailed preventive maintenance plan, based on Appendix 1 and, if desired, a site visit (please see Invitation to Tender for details).

Indicated frequency and scope of services of installations and technical devices listed in Appendix 1 is by no means an exhaustive list. It indicates the minimal scope of mandatory services required by the Agency which should be executed.

Complementary set(s) of services (frequency and scope of works) shall be proposed by the bidder as a part of tender offer (see – award quality criterion 1).

The contractor shall ensure that the planned preventive maintenance and any corrective or emergency maintenance are carried out in a timely manner. Exceptionally, when the work to be carried out would cause unacceptable disruption to normal office routine, maintenance may be required outside of normal working hours and such maintenance should be agreed beforehand with the Agency. On-site attendance may also be required at weekends when specialised systems need to be isolated and re-connected for safety or procedural operations and such maintenance must be pre-approved by the Agency. When an emergency arises outside office hours, the approval from the Agency should be sought by phone and a Work Authorisation will be completed at the earliest possible opportunity with an emergency justification note.

Subcontracting may be necessary for the maintenance of certain equipment due to its technical complexity, the need to guarantee spare parts approved by the original manufacturer, legal requirements obliging the use of specialised companies to carry out the maintenance and for certain critical equipment the manufacturers have dedicated response times and the ability to obtain parts more readily and economically.

Monthly reports are required to be submitted for all work carried out by the contractor (and sub-contractors) and tenderers should present examples of such reports with their bid.

### **2.2.2.3. On-call services for the EMSA HQ building and Conference Centre (Buildings A and B)**

Work to be executed outside of normal EMSA working hours (08:30 until 17:00 from Monday to Friday on EMSA working days) shall be executed by the Agency's dedicated team. The presence of this team in the building is required within 20 minutes of being called for. The worked hours should be recorded by the security services at the EMSA Reception upon entry to and departure from the building.



### **2.2.3. Lot 2 - Maintenance services for EMCDDA (Buildings C and D)**

#### **2.2.3.1. Types of Maintenance required**

##### **Preventive maintenance**

The objective of preventive maintenance should be to avoid the possible breakdown of equipment in order to ensure that both the equipment and the premises themselves remain operational. The contractor will need to check the correct functioning of all equipment installed and to be installed within the duration of the contract and the instructions of the manufacturers. All technical installations, equipment and their components should be kept clean and in a good state.

Annually, full functional checks of the air conditioning systems including the exchange of filters (purchased as spare parts) are required, but for systems outside the expertise of the contractors' staff, specialist companies must be subcontracted to carry out the work at the manufacturer's recommended time intervals. Preventive maintenance includes the cleaning of the outside cameras and the water drainages on and around the facade and roof of building C and D twice a year. Subcontracting may be required for elevators, chillers, fan coils, automated doors, fire extinguishers, fire suppression systems in server rooms, UPS, the generators, X-ray machine (Siemens HiTraX), water evacuation pumps for the garage and the fire extinguishing system pumps and reservoir, integrated security system, CO2 alarm system and ventilation in the garage, hot water furnace in building D, air evacuation system in the restaurant including cleaning of the grease filters above the stoves and grease separators in the garage twice a year, emergency lighting system and the technical management software, DALI intelligent lighting system, the garage gates, the road blocker and in this regard, tenderers should consult Section 10 below.

##### **Corrective maintenance**

The objective of corrective maintenance is to address any defects or breakdown detected in equipment in order to render it fully functional as soon as possible. Whenever the need for any corrective work is detected, a Work Authorisation (WA) shall be submitted for prior approval by the Agency's Infrastructure Support Officer.

##### **Emergency maintenance**

Emergency maintenance is similar to corrective maintenance in the sense that it refers to the correction of defects or breakdown in equipment, however in the emergency scenario, the problems arising could impact upon the functioning of the building in the immediate sense and therefore the maintenance must be carried out without delay and cannot be subject to the normal planning associated with corrective maintenance.

#### **2.2.3.2. Maintenance arrangements for the EMCDDA HQ building and the Palacete (Buildings C and D)**

In order to carry out the maintenance referred in 2.2.3.1, EMCDDA seeks the following services:

- Monitoring and management of facilities and equipment, adapting them to the daily needs of the buildings and operation of centralized technical management.
- Preventive maintenance of facilities and equipment, according to the maintenance plan submitted.

- Provision of technical assistance and execution of corrective maintenance.
- Presence of a maintenance team on weekdays between 08:30h and 17:00h
- Inform, whenever necessary, of any anomaly, further suggesting solutions leading to better use, saving energy consumption and user satisfaction.
- Management of maintenance subcontracts.
- Assume technical responsibility for electrical installations, security systems, electrical processing unit (Decreto Lei 517/80) and generator set.
- Assume technical responsibility for the operation and maintenance (TIM III) of the facilities through an HVAC technician responsible for the operation of the building (TRF) under Decreto Lei 79/2006 on the energy certification of buildings and indoor air quality.
- Measure once a year the energy efficiency and quality of internal air in buildings C and D according to the applicable legislation (RSECE, D.L. 79/2006) and provide a report on the findings.
- Supply and replacement of spare parts and consumables, which are invoiced upon submission of Work Authorisations (WA) indicating their price and margin, applied according to the percentages indicated in the tender.

The bidder shall provide a detailed preventive maintenance plan and, if desired, can request a site visit (please see Invitation to Tender for details).

The contractor shall ensure that the planned preventive maintenance and any corrective or emergency maintenance are carried out in a timely manner. Exceptionally, when the work to be carried out would cause unacceptable disruption to normal office routine, maintenance may be required outside of normal working hours and such maintenance should be agreed beforehand with the Agency. On-site attendance may also be required at weekends when specialised systems need to be isolated and re-connected for safety or procedural operations and such maintenance must be pre-approved by the Agency. When an emergency arises outside office hours, the approval from the Agency should be sought by phone and a work authorisation will be completed at the earliest possible opportunity with an emergency justification note.

Subcontracting may be necessary for the maintenance of certain equipment due to its technical complexity, the need to guarantee spare parts approved by the original manufacturer, legal requirements obliging the use of specialised companies to carry out the maintenance and for certain critical equipment the manufacturers have dedicated response times and the ability to obtain parts more readily and economically.

Monthly reports are required to be submitted for all work carried out by the contractor (and sub-contractors) and tenderers should present examples of such reports with their bid.

#### **2.2.3.3. On-call services for the EMCDDA HQ building and Palacete (Buildings C and D)**

Work to be executed outside of normal EMCDDA working hours (08:30 until 17:00 from Monday to Friday on EMCDDA working days) shall be executed by the Agency's dedicated team. The presence of this team in the



building is required within 20 minutes of being called for. The worked hours should be recorded by the security services at the EMCDDA Reception upon entry to and departure from the building.

#### **2.2.3.4. Standard repairs price table**

The EMCDDA invites the tenderer to submit a price table for standardised re-occurring works in order to avoid a tender procedure for each work. The requested works include technical evaluation, planning, parts, transport, labour and clean up afterwards.

- a) Supply and installation of an access card reader compatible with the IP based AX300 access control software including the related cabling and decoder. The access card reader has to have the functionality of dual verification via PIN code.
- b) Repair of the internal mechanical parts of the foldable windows. The windows are accessible from the inside.
- c) Replacement of a fixed outside window with double glass panes similar to the installed ones 2.33m x 1.26m.
- d) Replacement of an outside window mounted within a foldable frame with double glass panes similar to the installed ones 2.25m x 1.18m.
- e) Replacement of an interior glass pane around the closed court yard similar to the installed ones 2.40m x 0.90m.
- f) Replacement of an interior glass pane around the closed court yard similar to the installed ones 1.80m x 0.90m.
- g) Replacement of the electric engine of an installed blind.
- h) Replacement of the IR-receiver of an installed blind.
- i) Exceptional intensive cleaning of the garage water evacuation pump swamps and pumps (4 pumps, 2 pump swamps)
- j) Painting of the red entrance door at the Palacete building, 1.50m x 2.50m x 2sides = 7.50m<sup>2</sup>
- k) Painting of interior single door and door frame in approved colour scheme.
- l) Painting of interior double door and door frame in approved colour scheme.
- m) Removal of graffiti on the outside walls 0.5m<sup>2</sup>.
- n) Removal of graffiti on the outside walls 1.5m<sup>2</sup>.
- o) Electric works: Moving of an existing floor box within an office, no additional cabling required.



- p) Electric works: Installation of a new floor box within an office, with electrical and network cabling required. The floor box contains 1xUPS socket, 3x regular power socket connected to the closest electrical cabinet and four network points CAT 6 connected to the floor patching cabinet. The cables are run either through the suspended ceiling or the false flooring.
- q) Electric works: Installation of a network point within the main building with a shielded network cable S/FTP CAT 6A running directly from a server room cabinet to an office with less than 35 meters distance measured by installed cable length.
- r) Electric works: Installation of a network point within the main building with a shielded network cable S/FTP CAT 6A running directly from a server room cabinet to an office with less than 70 meters distance measured by installed cable length.

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

On the part of EMSA, Unit A.2.3 - Facilities and Logistics, will be responsible for managing the contract for Lot 1.

On the part of EMCDDA, Infrastructure and Logistics sector will be responsible for managing the contract for Lot 2.

### **4. Project Planning**

Not applicable

### **5. Timetable**

The estimated date for signature of the contracts is December 2017.

After the signature of the contracts, a kick-off meeting will be held in Lisbon, at the offices of each Agency, in order to settle all the details. It is expected that the dedicated engineer responsible for the management of the Contract will be present at the meeting.

The service contract for Lot 1 will be initially awarded for the duration of one year, starting on 17th January 2018, and will be renewable three times for periods of one year each.

The service contract for Lot 2 will be initially awarded for the duration of one year, starting on 1<sup>st</sup> March 2018, and will be renewable three times for periods of one year each. The implementation of the contracts may not start before the date on which the contracts enter into force.

### **6. Estimated Value of the Contract**

Lot 1: The maximum budget available for this contract is 500,000 Euro excluding VAT for the maximum duration of 4 years.

Lot 2: The maximum budget available for this contract is 500,000 Euro excluding VAT for the maximum duration of 4 years.

## **7. Terms of payment**

Payments shall be issued in accordance with the provisions of the draft service contract with EMSA and the draft service contract with EMCDDA available on the Procurement Section under the call to tender EMSA/OP/15/2017 on the EMSA website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

## **8. Terms of contract**

In drawing up a bid, the tenderer should bear in mind the terms of the draft service contract for Lot 1 and of the draft service contract for Lot 2.

EMSA and EMCDDA may, before the contract is signed, either abandon the procurement or cancel the award procedure without the tenderers being entitled to claim any compensation. Financial guarantees.

## **9. Financial guarantees**

Not applicable

## **10. Subcontracting**

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. Where the tenderer relies on the capacities of subcontractors to fulfil selection criteria,<sup>1</sup> the exclusion criteria will be assessed in relation to each economic operator individually. The tenderer must provide the Declaration of Honour (point 14.6) signed for its own entity, and also those signed by its subcontractors. Concerning the selection criteria, the evidence provided (which must include evidence related to the capacity of the subcontractors) will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria. The tenderer must include in the tender a letter of intent by each subcontractor stating its intention to collaborate if the tenderer is awarded the contract.

## **11. 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.

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>2</sup>

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<sup>1</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.

<sup>2</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 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 (Joint Offers) he shall indicate it in his offer by completing the form "Information regarding joint offers and subcontracting".

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](http://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](http://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.

**Part A:** All the information and documents 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).

**Part B:** 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.

**Part C:** 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) set out under point **14.5** of these specifications.

**Part D:** 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 **15** of these specifications.

**Part E:** Setting out **prices** in accordance with **point 12** of these specifications.

## **12. Price**

- a) Prices must be quoted in accordance with **Appendix 3 - Financial Proposal**.
- b) Prices must be quoted in Euro.
- c) Prices must be all inclusive (including in particular all service-related expenses, such as salaries of contracted personnel including social security, holiday and sickness allowances, etc., insurance, cleaning supplies, equipment, operational material, inspection and administrative costs).
- d) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
- e) 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 EC and for EMCDDA EEC No. 302/93 of 8 February 1993. 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](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 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**

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

The proof of the relevant technical and professional capacity of the tenderer has to cover the experience of the tenderer in the provision of such services, together with any available information on existing arrangements for the provision of comparable services for the last four years.

#### **14.3.2 Evidence:**

- Certification of the entitlement to provide Maintenance services.
- Certification of conformity of the implementation of
  - NP EN ISO 9001 Quality Management System
  - OHSAS 18001 Occupational Health and Safety Standard
  - NP EN ISO 14001 Environmental Management System
  - NP 4492:2010 Certificação da Prestação de Serviços de Manutenção

for professional maintenance activities (Organization, planning, management and maintenance of facilities, buildings and real estate).

- Company's resources in order to provide the requested services (employees, infrastructure, equipment, technical expertise).

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

#### **14.4.1 Requirements:**

- a) 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 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

### 14.5.1 Requirements:

- a) The dedicated Engineer (Mechanical or Electrical) responsible for the management of the Contracts and the main contact point with the Agencies shall have at least 5 years of experience in a field of activity comparable to that covered by this contract.
- b) The Senior Technician (TIM III) shall have at least 5 years of experience in a field of activity comparable to that covered by this contract.

### 14.5.2 Evidence:

- a) The CV of the appointed dedicated Engineer and Senior Technician proposed.
- b) A list of the main services provided by the tenderer in the past five years, with the dates and clients and the indication if they are public or private.

## 14.6 Declaration on Honour

For this purpose the Declaration on Honour available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://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**

### **15.1 Lot 1 (EMSA)**

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

- Quality criterion 1 – Quality of detailed preventive maintenance plan / ( $W_1 = 30\%$ )  
The bidder shall present a combined preventive maintenance plan including:
  - a) minimal, mandatory scope of services for the equipment according to the matrix provided in Appendix 1,
  - and
  - b) complementary set of services for the equipment, proposed by the bidder. It should indicate additional scope of works and frequency of their execution.
- Quality criterion 2 – Quality of the examples of monthly reports and work authorizations / ( $W_2 = 10\%$ )
- Quality criterion 3 – Margin proposed for spare parts / ( $W_3 = 10\%$ )  
The bidder shall indicate in Appendix 3 the percentage of proposed margin for prices of spare parts.

and the price criterion and associated weighting:

- Price of the bid ( $W_{\text{Price}} = 50\%$ ).  
For evaluation purposes only, the tenderer shall complete Appendix 4 – Price offer for Lot 1. The price of the bid is the Total Price as specified in Appendix 4.

### **15.2 Lot 2 (EMCDDA)**

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

- Quality criterion 1 – Quality of sample preventive maintenance plan for the equipment covered by Lot 2 / ( $W_1 = 30\%$ )  
The bidder shall present a sample preventive maintenance plan based on the equipment described in the description of Lot 2.
- Quality criterion 2 – Quality of the examples of monthly reports and work authorizations / ( $W_2 = 10\%$ )
- Quality criterion 3 – Margin proposed for spare parts / ( $W_3 = 10\%$ )  
The bidder shall indicate in Appendix 3 the percentage of proposed margin for prices of spare parts.

and the price criterion and associated weighting:



- Price of the bid ( $W_{\text{Price}} = 50\%$ ).

For evaluation purposes only, the tenderer shall complete Appendix 4 – Price offer for Lot 2. The price of the bid is the Total Price as specified in Appendix 4.

For all bids 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

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

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:

- are in an exclusion situation;
- 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.

#### **Appendixes:**

**Appendix 1: List of EMSA equipment and installations**

**Appendix 2: EMSA and EMCDDA 2018 holidays**

**Appendix 3: Financial proposal**

**Appendix 4: Price offer for evaluation purposes**

**Appendix 5: Distribution of compound**