

## **Tender Specifications**

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

#### **Invitation to tender No. EMSA/NEG/37/2017 for supply and maintenance of kitchen equipment**

##### **1. Introduction**

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform and effective level of maritime safety.

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

The objective of this procurement procedure is to establish a Framework Supply Contract for the supply of professional kitchen equipment, as well as associated services, *i.e.* delivery, installation, warranty, supply and replacement of spare parts, and preventive and corrective maintenance of both existing equipment as well as of equipment purchased under the Framework Contract, such as dishwashers, fridges, convection ovens, electric and induction stoves, coffee grinders, espresso machines, ice-makers, kitchen exhausts, and other relevant equipment, for the EMSA premises located at Praça Europa 4, 1249-206, Lisbon, Portugal.

##### **2.1 Supply of professional kitchen equipment**

The Contractor must have the technical capacity to supply: dishwashers, fridges, convection ovens, electric and induction stoves, coffee grinders and espresso machines, ice-makers, kitchen exhausts and any related accessories or equipment required by EMSA.

Although EMSA will predominantly purchase the proposed equipment, tenderers are however encouraged to add their full catalogue to their bid as EMSA may request other items from the full catalogue.

The proposed equipment must be in conformity with the specifications described in Annex A “Equipment Price List and Compliance Matrix”. These are the minimum requirements for the equipment to be offered. The tenderers shall also present the technical data sheet(s) of each product proposed in the tender. Compliance of the kitchen equipment with the European Union energy efficiency standards will be taken into account for evaluation purposes.

Note: The table in Annex A “Equipment Price List and Compliance Matrix” must be filled in.

##### **2.1.1 Delivery and installation**

The contract includes the supply, assembly, installation, delivery and transportation costs as well as costs related to disposal of packaging and of replaced equipment.

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

For the purpose of this Framework Contract, “installation” includes:

- All the necessary works, including electrical, water, or sewage connections that might be needed for the correct installation of the equipment;
- Testing all electrical appliances and leaving them fully operational and ready to use at the end of the works.

A consignment note including the list of equipment and quantities, in line with the relevant Order Form, shall be signed by the authorised EMSA staff on the day of the delivery. This note acknowledges the fact that the goods were delivered and in no way implies conformity of the goods with the Order Form.

### **2.1.2 Warranty**

The tenderer shall warrant the functioning of the supplies for at least two years. If the tenderer can provide a warranty for a longer period, this should be specified in the technical offer and will be taken into account for evaluation purposes.

## **2.2 Maintenance**

### **2.2.1 Preventive maintenance**

The Preventive maintenance shall also include transportation of contractor’s staff to the place of performance of the maintenance.

The contractor shall perform a Preventive maintenance check for each type and piece of equipment at least once per year. For reference purposes, please consult Annex C for the list of existing equipment.

New equipment supplied under this Framework Contract will also be included in the Preventive maintenance services.

A receipt confirming that preventive maintenance took place, in line with the Order Form, shall be signed by the authorised EMSA staff.

#### **2.2.1.1 Preventive maintenance on dishwashers**

Hands-on Preventive maintenance shall be done for dishwashers, existing ones and/or purchased under the Framework Contract.

Main elements to be checked:

- Check the spinning arm;
- Clear any debris out of the holes;
- Wipe around the edges of the door and around the gasket;
- Inspect the bottom of the dishwasher around the drain;
- Remove hard water deposits or scale, if needed.

#### **2.2.1.2 Preventive maintenance on fridges**

Hands-on Preventive maintenance shall be done for fridges, existing ones and/or purchased under the Framework contract.

Main elements to be checked:

- Check the door seals;
- Check the drip pan and drain hole;
- Clean the condenser coils.

#### **2.2.1.3 Preventive maintenance on convection ovens**

Hands-on Preventive maintenance shall be done for convection ovens, the existing one and/or purchased under the Framework contract.

Main elements to be checked:

- Inspect oven door seal;
- Inspect venting system;
- Check that temperature is within the correct limits.

#### **2.2.1.4 Preventive maintenance on electrical and/or induction stoves**

Hands-on Preventive maintenance shall be done for electrical and induction stoves, existing ones and/or purchased under the Framework contract.

Main elements to be checked:

- Check and tighten all electrical connections;
- Check operation of temperature probe;
- Check operation of high-limit thermostat.

#### **2.2.1.5 Preventive maintenance on a coffee grinders and espresso machines**

Hands-on Preventive maintenance shall be done for coffee grinders and espresso machines, existing ones and/or purchased under the Framework contract.

Main elements to be checked:

- Check and tighten all electrical connections;
- Check operation of temperature probe;
- Check pressure;
- Filters cleaning.

#### **2.2.1.6 Preventive maintenance on ice-makers**

Hands-on Preventive maintenance shall be done for ice-makers, the existing one and/or purchased under the Framework contract.

Main elements to be checked:

- Visual inspection of components, corrosion, etc.;
- Clean the condenser coils.

#### **2.2.1.7 Preventive maintenance on kitchen exhausts**

Hands-on Preventive maintenance shall be done for kitchen exhausts, the existing one and/or purchased under the Framework contract.

Main elements to be checked:

- Visual inspection of components, etc.;

#### **2.2.2 Corrective maintenance**

The contractor shall perform Corrective maintenance depending on immediate needs.

Corrective maintenance shall include:

- Hands-on Corrective maintenance;
- Transportation of contractor's staff to the place of performance of the maintenance;
- Supply of replacement and spare parts.

A receipt confirming the duration of the corrective maintenance intervention and the price of the spare parts provided, if any, shall be signed by the authorised EMSA staff.

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

A.2, in charge of Legal, Financial & Facilities Support will be responsible for managing the contract.

### **4. Project Planning**

For the total duration of the Framework Contract, a minimum of four Preventive maintenance inspections are foreseen for each type of kitchen equipment - in 2018, 2019, 2020, and 2021 - at dates to be agreed upon between the contractor and EMSA.

The purchase of professional kitchen equipment and the performance of the Corrective maintenance will depend on actual needs.

Equipment shall be delivered and installed within eight weeks of the signature of an Order Form by EMSA, unless otherwise specified therein.

Corrective maintenance will be purchased through a biyearly Order Form and interventions shall take place immediately after their communication by EMSA, within 1-5 working days, depending on the urgency/gravity of the matter.

### **5. Timetable**

The estimated date for signature of the contract is January 2018.

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

The maximum budget available for this contract is EUR 70000 excluding VAT.

## **7. Terms of payment**

Payments will be made in accordance with the provisions of the draft Framework Supply Contract available in the Procurement Section under the call to tender EMSA/NEG/37/2017 on EMSA's website. ([www.emsa.europa.eu](http://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.

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

## **9. 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. 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 criteria<sup>2</sup>. 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.

## **10. 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 EMSA is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 13.3 and 14 of the present tender specifications. The tenderer must comply with the minimum requirements provided for in these tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.<sup>3</sup>

The tenderer shall complete the Tenderer's checklist.

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Join Offers) 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:

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

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

- a) **A signed cover letter** indicating the name and position of the person authorised to sign the contract/purchase order and the bank account on which payments are to be made.
- 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](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 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 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 9, 12 and 13.2 of these specifications (**exclusion criteria**).

**Part B:** 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 13.3 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 **Award Criteria** set out under point 14 of these specifications;

**Part D:** Setting out **prices** in accordance with point 111 of these specifications.

## 11. Price

- a) Price must be quoted for the supply and maintenance of kitchen equipment :
  - **Prices for the supply** of professional kitchen equipment – of each item described in Annex A “Equipment Price List and Compliance Matrix” as described in point 2.1, *i.e.* prices include delivery, installation and warranty, as well as costs related to disposal of packaging and of replaced equipment;
  - **Price for Preventive maintenance per type of equipment** as described in point 2.2.1, including transportation of contractor's staff to the place of performance of the maintenance, taking into account that such maintenance shall occur at least once a year;
  - **Price for Corrective maintenance** as described in point 2.2.2, including transportation of contractor's staff to the place of performance of the maintenance: the tenderer shall present the price per man hour of corrective maintenance, regardless of the type of equipment.
- b) Prices must be fixed amounts and non-revisable.
- c) Prices must be quoted in euro.
- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, the latter is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. Therefore price and the amount of VAT must be shown separately.

## **12. 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.

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

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

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

### **13.2 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.



### 13.3 Technical and professional capacity – Selection criteria

#### 13.3.1 Requirements:

The tenderer must have relevant technical and professional capacity to provide Preventive and Corrective maintenance services on professional kitchen equipment as mentioned in point 2 above for at least the last two years.

#### 13.3.2 Evidence:

The tender must present a list of clients for at least the last two years.

### 13.4 Declaration of Honour

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

## 14. 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 quality criteria and their associated weightings:

1. Quality criterion 1 ( $W_2 = 25\%$ ): **Proposed equipment** in compliance with the description on Annex A "Equipment Price List and Compliance Matrix", including delivery, installation, warranty and efficiency standards.
2. Quality criterion 2 ( $W_1 = 25\%$ ): Proposed plan of **Preventive** and **Corrective maintenance**.

and the price criterion and associated weighting:

3. Price of the bid ( $W_{Price} = 50\%$ ). The price of the bid shall be determined as follows:
  - a) Price for the **supply** of the professional kitchen equipment described in Annex A "Equipment Price List and Compliance Matrix";
  - b) Price of **Preventive maintenance** on a dishwasher;
  - c) Price of **Preventive maintenance** on a fridge;
  - d) Price of **Preventive maintenance** on a convection oven;
  - e) Price of **Preventive maintenance** on an electrical and on an induction stove;
  - f) Price of **Preventive maintenance** on a coffee grinder and an espresso machine;
  - g) Price of **Preventive maintenance** on an ice-maker;
  - h) Price of **Preventive maintenance** on a kitchen exhaust;
  - i) Price for one man hour of **corrective maintenance**.

Total price for evaluation purpose =  $(1 \times a) + (4 \times b) + (4 \times c) + (4 \times d) + (4 \times e) + (4 \times f) + (4 \times g) + (4 \times h) + (12 \times i)$

**Note: Please fill in the table in Annex B “Price List / Financial proposal”**

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

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

Only bids that have reached a minimum of 60 % for  $Q_1$ , a minimum of 60 % for  $Q_2$ , etc. will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

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

## 15. 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.

## **16. 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 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.

### Annex A “Equipment Price List and Compliance Matrix”

Specifications	Dimensions	Warranty	Energy class	Price per unit
Refrigerated table with 3 doors, 1 grille per door, digital controller, special top, stainless steel finish. <i>Mesa refrigerada c/ 3 portas, 1 grelha por porta, controlador digital, tampo especial, acabamento aço inoxidável.</i>	198x60x85			
Kitchen exhaust, 2 lamps, 3 speeds, metallic filters, stainless steel finish. <i>Campânula para extracção de cozinha, 2 lâmpadas, 3 velocidades, filtros metálicos, acabamento aço inoxidável.</i>	600x492x260			
Cups and mugs dishwasher with 40x40 cm basket, with digits for temperature reading, stainless steel finish. <i>Máquina de lavar copos e chávenas com cesto de 40x40 cm, com dígitos para leitura da temperatura, acabamento aço inoxidável.</i>	43,5x53,5x67			
Dishwasher with 50x50 cm basket, with digits for temperature reading, stainless steel finish. <i>Máquina de lavar loiça com cesto de 50x50 cm, com dígitos para leitura da temperatura, acabamento aço inoxidável.</i>	60x60x125			
Convection oven with air circulation, with steam (manual), with steam (manual), stainless steel finish. <i>Forno eléctrico com circulação de ar, com vapor (manual), acabamento aço inoxidável.</i>	840x680x600			
Vitroceramic stove, 2 cooking zone, stainless steel finish. <i>Placa vitrocerâmica com 2 zonas de confecção, acabamento inox.</i>	350x600x105			
Induction stove, 2 cooking zones, stainless steel finish. <i>Placa de indução com 2 zonas de confecção, acabamento inox.</i>	400x930x290			
Expresso coffee machine with 2 groups 5lt capacity. <i>Maquina café com 2 grupos 5lt de capacidade.</i>	475x563x530			
Automatic coffee grinder 1kg capacity, 1400rpm. <i>Moinho de café automático capacidade de 1 kg, 1400rpm.</i>	190x310x505			
Ice-maker, 4kg capacity, 280W, stainless steel finish. <i>Máquina de cubo de gelo perfurados, 4kg capacidade, 280W, acabamento inox.</i>	334x457x552+20			
Refrigerator of 700 lts. GN 2/1, temperatures of -15 / -22°C, digital controller, stainless steel finish. <i>Frigorífico de 700 lts. GN 2/1, temperaturas de -15/-22°C, controlador digital, acabamento aço inoxidável.</i>	334x457x552+20			
Refrigerator of 700 lts. GN 2/1, temperatures of -2 / +8°C, digital controller, stainless steel finish. <i>Frigorífico de 700 lts. GN 2/1, temperaturas de -2/+8°C, controlador digital, acabamento aço inoxidável.</i>	72x85x207			
<b>Total</b>				

Annex B “Price List / Financial proposal”	
Item	Price per unit
a) Price for the <b>supply</b> of professional kitchen equipment described in <b>Annex A “Equipment Price List and Compliance Matrix”</b>	
b) Price of Preventive maintenance on a dishwasher	
c) Price of Preventive maintenance on a fridge	
d) Price of Preventive maintenance on a convection oven	
e) Price of Preventive maintenance on an electrical and an induction stove	
f) Price of Preventive maintenance on a coffee grinder and an espresso machine	
g) Price of Preventive maintenance on an ice-maker	
h) Price of Preventive maintenance on a kitchen exhaust	
i) Price for one man hour of corrective maintenance	
<b>Evaluation total price=</b> <b>(1xa)+(4xb)+(4xc)+(4xd)+(4xe)+(4xf)+(4xg)+(4xh)+(12x4xi)</b>	

Annex C - List of existing equipment for reference	
Item	Number of units
Dishwashers	9
Fridges	9
Convection ovens	1
Electrical stoves	1
Coffee grinders and espresso machines	1 of each
Ice-makers	1
Kitchen exhausts	1