

## **Tender Specifications**

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

## **Invitation to tender No. EMSA/NEG/14/2021 for Provision of portable devices to measure sulphur content in marine fuels**

### **1. Introduction**

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform, and effective level of maritime safety. Among its tasks, the Agency may, upon the request of the Commission, provide technical assistance to the EU neighbouring partner countries (hereinafter ENP countries).

At present, EMSA is providing technical assistance in the area of maritime safety, maritime security, marine pollution prevention, preparedness, and response to the ENP countries through Grant agreements financed by the European Neighbourhood Instrument (ENI).

EMSA is currently assisting the following ENP partner countries in the Black and Caspian Sea regions: Azerbaijan, Georgia, Iran, Kazakhstan, Moldova, Turkey, Turkmenistan, and Ukraine and those that may be defined in any subsequent project that EMSA will implement.

The overall objective of the EU maritime related projects in the Black and Caspian Seas is to enhance maritime safety, maritime security, and marine pollution prevention/response in the beneficiary countries. This includes support for the enforcement of Annex VI "Prevention of air pollution from ships" of the International Convention for the Prevention of Pollution from Ships (MARPOL) by providing means which enable ENP countries' Flag and Port State inspectors to verify the sulphur content in marine fuels (i.e.: that used for combustion purposes for propulsion and operation on board a ship).

The regulation on sulphur content was included in MARPOL ANNEX VI since its first version and it has been revised several times. At the time of this procedure the SO<sub>x</sub> levels presently in force were introduced by Resolution MEPC.176 (58). Currently the sulphur limit of fuel oil used or carried for use on board a ship shall not exceed 0.50% m/m whereas 0.10% m/m is the limit of the sulphur content of fuel oil used on board while a ship is operating within an emission control area.

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

EMSA is seeking the Provision of portable devices to measure sulphur content in marine fuels and verify the compliance with the requirements of Regulation 14 of MARPOL Annex VI to the Ministry of Transport and Infrastructure of the Republic of Turkey in order to enable it to carry out preliminary verifications on the quality of fuels carried on board of national and foreign vessels.

---

<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.).

The overall aim of this procurement procedure is to conclude a Framework Contract for Supplies for the purchase of portable devices to measure sulphur content in marine fuels.

## 2.1 Detailed description of the analysers to be provided (minimum requirements)

The portable devices (also referred to as analysers) to measure sulphur content in marine fuels to be provided shall use the energy dispersive X-ray fluorescence (EDXRF) spectrometry method for the analysis of sulphur.

The analysers shall comply with the following standards:

- ASTM D4294 Standard Test Method for Sulphur in Petroleum and Petroleum Products by EDXRF Spectrometry in its up-to date version and
- ISO 8754 Petroleum Products – Determination of Sulphur Content – EDXRF up-to date version.

Compliance shall be demonstrated by the tenderers with a technical document (such as a study or analyses) through which it is detailed that the parameters set up by the two afore-mentioned standards are met by the proposed analysers. The analysers shall be equipped as a minimum with:

- Graphical user interface
- Rechargeable Lithium battery(ies)
- A Unit for recharging the battery(ies)
- A USB port for transferring data to personal computer through USB flash driver
- CD, USB flash driver or other electronic support with calibration data
- Certificate of calibration
- Quick start guide and user guide
- Standard deviation table
- Maintenance schedule
- Working condition in temperature range: from 5 to 40 °C

Each analyser shall be portable to be carried on board ships using one hand and shall weigh less than 10 kg. The lightness of the analyser, below this maximum, will be assessed under quality criterion 1 and considered for award.

The minimum average battery run time is 6 hours. Any run time beyond this minimum duration will be assessed under quality criterion 2 and considered for award.

The analysis time shall be not more than 300 seconds.

## 2.2 Description of the contract

EMSA intends to award a Framework Contract for Supplies for the purchase of analysers to be delivered in the Republic of Turkey.

### 2.2.1 Purchase of the analysers

Purchases will be placed on EMSA's initiative after the Framework Contract for Supplies has entered into force through Order Forms. The Order forms will specify the number of portable devices to be purchased, the delivery date, the location within the Republic of Turkey, and the contact details of the receiving authority/person. The supplies relating to any Order Form must be delivered not later than 1 December 2021.

The signature of the Framework Contract for Supplies does not constitute an order *per se* and does not entail any obligation on the part of EMSA to purchase. The award of the Framework Contract for Supplies does not bind EMSA to purchase the maximum quantity (maximum value of the contract/unit price) of analysers , *i.e.*

EMSA may decide to either purchase one, or more portable devices to measure sulphur content in marine fuels.

### **2.2.2 Warranty of the analysers**

The tender shall state the warranty period of the analysers, which must be at least two years, and shall describe the maintenance/repair arrangements in case of analysers failures/non-functioning during the warranty period. Additional years of warranty will be assessed under quality criterion 3 and will be considered for award.

### **2.2.3 Online training on the use of the analysers and post-warranty maintenance**

The tenderers shall provide:

- detailed agenda for a half-day online training session on the use the analysers, to be delivered within one week from the delivery of the analysers in a location in Turkey, as indicated in the relevant Order form (only one training session will be requested during the implementation of the FWC). The agenda shall include the scope/learning objectives of each topic.
- full description of a video tutorial describing the proper usage of the analysers;
- detailed information on the conditions for post-warranty maintenance and repair.

This will be considered for evaluation under Award (Quality Criterion 4).

### **2.2.4 Technical documentation**

The contractor shall provide standard operational manuals necessary to maintain and operate the analysers, both electronic and paper versions.

### **2.2.5 Transportation of the analysers**

The analysers shall be transported and delivered by the contractor to the Republic of Turkey, in the concrete location indicated in the relevant Order form.

The contractor shall be responsible for all relevant actions in relation to the transportation and delivery of the analysers to the place of destination (including temporary storage when necessary and custom/tax if needed) as well as to ensure the integrity of the analysers (by means of appropriate packaging, etc.). The final destination of the analysers will be communicated to the contractor in advance, the latest in the Order form, in order to enable the contractor to properly arrange the transportation.

EMSA may send a representative to be present on the delivery date. The delivery of the analysers shall be accompanied by a consignment note in duplicate to be signed by the contractor or its carrier and by the Turkish representative(s) on behalf of EMSA if an EMSA representative is not present. The contractor shall send a copy of the signed consignment note to EMSA by email ([NEG142021@emsa.europa.eu](mailto:NEG142021@emsa.europa.eu)).

### **2.2.6 Insurance**

The contractor shall take out **full risk insurance** for the analysers covering any damage, loss, theft, or liability caused to or by the analysers during loading/unloading, transportation, eventual storage and handling or any other relevant action in which damage to the analysers may occur during the contract implementation.

This insurance shall cover the period from taking over the analysers from the current location by the contractor until the delivery of the analysers to the Republic of Turkey.

### 3. Contract management responsible body

EMSA Unit 1.3 in charge of Capacity Building - will be responsible for managing the contract.

### 4. Project Planning

After the signature of the FWC, EMSA will dispatch the Order form to the contractor. Within seven working days, the contractor shall return the signed Order form to EMSA.

The contractor will deliver the portable devices at the place and time specified in the Order form. The maximum delivery time is 3 months from the signature of the Order form by the contractor but shall not exceed the date of 1 December 2021.

After the completion of the final delivery and the online training on the use of the analysers and on the post-warranty maintenance, and provided that EMSA issues a certificate of conformity stating that the delivered analysers conform to the technical specifications, EMSA will pay the contractor's invoice within 30 days from the date of its receipt.

### 5. Timetable

The estimated date for signature of the contract is September 2021.

### 6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 138,000.00 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/14/2021** on EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

### 8. Terms of contract (purchase order)

When drawing up a bid, the tenderer shall 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. Financial guarantees

N/A

### 10. Subcontracting

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners it shall indicate in its 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. However, the selection criteria may apply individually where it is relevant in view of their nature.

## 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 and shall in particular include an English version of the documents requested under points 13.5 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) it shall indicate it in its offer by completing the form "Statement of Subcontracting / Joint Offer". This document is available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the contract/purchase order, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure.
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).
- c) **The Legal Entity Form** completed, signed and stamped along with the requested accompanying documentation, including recent proof of that authorisation (not more than one year old). 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 shall simply indicate on the cover letter the bank account number to be used for any payment in case of award.

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

---

<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).

**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 16~~16~~ of these specifications;

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

## 12. Price

- a) Price must be quoted for Provision of portable devices to measure sulphur content in marine fuels and shall include:

Price for 1 (one) analyser to measure sulphur content in marine fuels (as described in point 2.1 above) and all related services described in section 2.2, in particular transportation, delivery, any custom/tax, packaging, warranty, insurance and one online training session (one training session during the implementation of the FWC, as indicated in the relevant Order Form).

- b) Prices must be fixed amounts and non-revisable.
- c) Prices must be quoted in euro.
- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, the latter is exempt from all duties, taxes, and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. Therefore, price and the amount of VAT must be shown separately.

## 13. Joint Offer

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

If awarded, the contract will be signed by the person authorised by all members of the group. Tenders from 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, technical, and professional 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** available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

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

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

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

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

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

The tenderer 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 Standards / Prerequisites**

The tenderer must be in 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 two 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 [complete period; maximum: three financial years.
- 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 shall simply indicate on the cover letter the procurement procedure where the evidence has been provided.
- d) If, for some exceptional reason which EMSA considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

## 14.5 Technical and professional capacity – Selection criteria

### 14.5.1 Standards / Prerequisites

Tenderers shall have minimum 5 years of experience in any of the following areas: provision and/or production and/or assembly and/or maintenance of portable devices to measure sulphur content in marine fuels.

### 14.5.2 Evidence

Tenderers shall provide evidence of successfully implemented projects in the last five years related to the provision/production/assembly/maintenance of portable devices to measure sulphur content in marine fuels (e.g. recommendation letters from clients, acceptance protocols, etc.), including names of clients, dates and duration.

## 15. Declaration of Honour (DoH)

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

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

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

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

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

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

## 16. Award criteria

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



1. Quality criterion 1 ( $W_1 = 20\%$ ): Quality of the analysers described in point 2.1 above, beyond the minimum requirements, assessed based on the weight of the analyser (below the maximum of 10 kg):

Minimum requirement: 10 Kg	5 points
From 6 to 9.99 Kg	6 points
From 3 to 5.99 Kg	8 points
Less than 3 Kg	10 points

2. Quality criterion 2 ( $W_2 = 20\%$ ): Quality of the analysers described in point 2.1 above, beyond the minimum requirements, assessed based on the average battery run-time (above the minimum of 6 hours):

Minimum requirement: 6 hours	5 points
From 6.01 to 9 hours	6 points
From 9.01 to 12 hours	8 points
More than 12 hours	10 points

3. Quality criterion 3 ( $W_3 = 10\%$ ): Quality of the proposal in terms of the additional warranty period, beyond the minimum requirements, assessed based on additional number of years:

Minimum requirement: 2 years	5 points
3 years	6 points
4 years	8 points
5 years and more	10 points

4. Quality criterion 4 ( $W_4 = 10\%$ ): Quality of the proposal of the half-day online training on the use of the analysers and on post-warranty maintenance referred to in Section 2.2.3 in terms of quality of the training agenda and scope/learning objectives of each topic.

and the price criterion and associated weighting:

5. Price of the bid ( $W_{price} = 40\%$ ): Price for 1 (one) portable device to measure sulphur content in marine fuels as described in point 2.1 above, all-inclusive as defined in Section 12.

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 50 % for  $Q_1$ , a minimum of 50 % for  $Q_2$ , a minimum of 50 % for  $Q_3$ , and a minimum of 50 % for  $Q_4$  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.

## 17. Rejection from the procedure

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

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

## 18. Intellectual Property Right (IPR)

Please consult the contract for IPR related clauses.

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

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