

Annex I - Tender Specifications
Attached to the Invitation to tender N° EMSA/OP/14/2014
for the provision of transportation, storage, maintenance and insurance for Oil
Pollution Response equipment

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. Among its tasks, the Agency “work with the Member States to support on request with additional means, in a cost efficient way, the pollution response actions in case of pollution caused by ships as well as marine pollution caused by oil and gas installations” (Art. 2 (3) d of Regulation 1406/2002/EC as amended¹).

In line with the Oil Action plan as up-dated through the Agency’s Annual Work Programme, EMSA has developed in recent years several operational pollution response services including the establishment and maintenance of a network of stand-by oil spill response vessels and associated specialised equipment stockpiles along the European coastline.

Further information about the at-sea oil recovery services provided by the EMSA vessel Network is available on the Agency’s website: www.emsa.europa.eu.

2. Objective, scope and description of the contract

2.1. Overall objective and scope

The objective of the contract resulting from this procurement procedure is the provision of storage for oil pollution response equipment, as well as ancillary services such as transportation to the storage place, maintenance and insurance for that equipment. As an option services for testing in water the equipment, if offered by the tenderer can be included in the scope of the contract.

The services will be provided through a Framework Contract with a maximum duration of 20 months that will be implemented through the conclusion of specific contracts. When requesting services under the Framework Contract, EMSA will specify the equipment items to be stored, their dimensions, their overall value for insurance purpose, the required storage area needed and the place of origin if transport is required (and testing in water services required if the option is included).

a. Initial services

As initial services under the Framework Contract, EMSA will request from the company awarded, the transportation, storage, maintenance and insurance for two sets of oil pollution response equipment composed as follows:

- Set 1: Boom and skimmer;
- Set 2: Sweeping arms (including one crane) and oil slick detection system.

¹ Regulation (EC) N.1406/2002 of the European Parliament and of the Council of 27.6.2002 (OJ L 208, 5.8.2002, p.1), as amended.

These two sets of equipment are currently stored in Vigo (Spain). The same services will be required for each of the two systems for an initial period of three months. This initial period might be extended. The total maximum duration of the storage is not expected to be above 20 months. A separate specific contract will be signed for each of the systems as it is expected that each system will be transferred at two different moments in time and to different parties.

b. Potential additional services needed within the Framework contract

In addition to the initial services, EMSA may request, in case the need arises during the Framework Contract duration, additional services for other oil pollution response equipment items, possibly located in another European port. The services required for these additional equipment items will be similar to the ones required for the initial services.

2.2. Detailed project description and service requirements

Performance of the contract includes the provision of the following type of services relating to the oil pollution response equipment identified in each specific contract:

- Storage;
- Equipment transportation to the storage place and associated logistics;
- Maintenance;
- Insurance;
- Testing in water services (if option included in the awarded offer).

The service requirements are detailed in the paragraphs below.

It should be noted that during the execution of the contract, (i.e. when the equipment is stored in the warehouse), the full responsibility for the equipment and its condition lies with the Contractor.

a. Storage

The minimum storage space required for the initial services for the two sets of equipment described under point 2.1.a is 350 m².

In addition to the initial minimum 350 m², the tenderer shall have the capacity to offer with 2 month advanced notice from EMSA an additional storage area of 350 m² with the same requirements. It is not required that the additional 350m² are located at the same place than the initial 350m² storage area. However, these additional 350m² storage area shall be located at maximum 200KM from the storage location of the initial two sets of equipment to limit the audit, transportation and management costs.

The storage facilities provided under this Contract must be:

- with a minimum height of 4 meters (gate entrance) and 6 meters (interior of warehouse),
- fenced, secured,
- covered by a roof,
- provided with electricity and fresh water, and
- with adequate lighting.

The equipment must be stored in such a way that there is sufficient space to handle it safely and with adequate access for means of transportation.

Tenderers should take into account that the storage location can be within any EU or EFTA country. Nevertheless the transportation costs of the equipment from its current location to the storage facility shall be taken into account in the calculation of the total cost of the offer as per Annex III ("Price Calculation grid").

The tenderer shall ensure all administrative and operational activities needed for the management of the project. In addition, as foreseen in article I.12.3 of the draft Framework Contract (Annex II), EMSA is entitled to visit the equipment storage location at any time with one week prior notice. The tenderer shall also take these activities and these visits and the associated costs into account when presenting his financial offer for the Price for storage per month (Ps/m²) in the "Price Calculation grid" (Annex III).

b. Equipment transportation and logistics

For each specific contract the tenderer should commit to transport the equipment from its current storage location to the new storage location proposed, if necessary.

Tenderers should take into account in their offer for prices for transportation that the equipment that could be requested to be stored is in Vigo (Spain) for the initial services but could be other EMSA equipment currently located in other ports in Spain, Portugal, Italy, Malta, Cyprus, Bulgaria, Romania, Belgium, Denmark, United Kingdom, Ireland or Finland for any additional storage requirement.

Note that transportation will also include services related to the loading and unloading of the equipment to and from the lorry for the installation in the Contractor's warehouse.

c. Maintenance of the equipment

The equipment transported and stored shall as minimum be maintained clean.

As a minimum, a monthly check of the equipment during the duration of the contract must be ensured.

When making its financial offer, the tenderer shall consider that this monthly check may imply travel (if travel is needed) for the staff who will perform the maintenance and the cost of this travel should be included in the price per man day for the maintenance (Pm in the Price Calculation grid in Annex III).

d. Equipment insurance

Full risk insurance for the oil pollution response equipment is required for the whole duration of the relevant specific contract and any extension covering any damage, loss, theft or liability during transportation, storage, handling or any activity in which damage can occur. EMSA shall be indicated as additional assured.

The tenderer should indicate in its bid the insurance conditions and any applicable deductibles. A copy of the proposed insurance policy including terms and conditions or a detailed quotation from a broker/insurance company should be included in the tender. The copy of the final insurance policy taken out by the company to which the contract is awarded will be requested upon signature of the contract by EMSA.

In the event that the tenderer already has an appropriate insurance policy in place, copy of the policy should be provided or any other documentation providing sufficient information to verify that the tenderer complies with the insurance requirements.

In each request for offer, EMSA will specify the value of the equipment to be stored and insured. In their offer, tenderers should indicate the price of the annual premium in percentage of the value of that equipment. This premium offered is used in the Price calculation grid in Annex III and referred to as P_i%.

For information purposes, and for the purpose of calculation of the total price for the initial services, it is indicated that the overall value of both equipment sets, for insurance purpose, is EUR 710,531.84 (seven hundred and ten thousand five hundred and thirty one EUR and eighty four).

If so requested by EMSA, potential additional equipment items to be stored will have to be insured as per the requirements detailed above.

The value of those additional items will be communicated to the contractor with the request for offer.

e. Option: Test in water services

In addition, the tenderer may offer as an option the possibility to perform “testing in water services”. This is not a requirement but such a possibility to test the equipment in water, if offered by the tenderer, would be appreciated by EMSA and therefore will be taken as an advantage of the offer and into account when assessing the offers with regards to quality criteria 3.

If the tenderer offers the option of “testing in water services”, these shall include equipment deployment and enable the testing of all the mechanical and hydraulic elements inbuilt in the equipment in normal operational conditions. It can be performed at sea on-board of a vessel, in port or in other suitable facility ashore. The cost of the testing in water shall include: loading/unloading to and from the testing place, transportation to and from the testing place, testing and reporting.

Complete description of the testing activities and facilities shall be included in the offer.

3. Contract management responsible body

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

4. Project Planning

The Framework Contract will be concluded for a maximum duration of 20 months.

The initial services will be provided as per tender specifications and awarded tender.

Should EMSA require additional services, EMSA will make requests for services describing the equipment items to be stored, their dimensions, their overall value for insurance purpose, the required storage area needed and the place of origin if transport is required. For each such request, the contractor is expected to provide within 30 days from the date of receipt of the request, a description of the location of the additional storage and a quotation for the transportation costs.

5. Timetable

The estimated date for signature of the Framework Contract is February 2015.

a. Initial services

With the award of the Framework Contract the two initial specific contracts covering the services for each of the systems listed under point 2.1.a above will be sent to the awarded tenderer for signature. It is estimated that such initial specific contracts should be signed in order to start the storage of the equipment as from February 2015.

The initial duration of these two specific contracts will be 3 months. This duration may be extended with the agreement of the two parties.

b. Potential additional storage need

The scope of the services may be extended by the conclusion of additional specific contracts related to the services for other oil pollution response equipment items and during the duration of

the Framework Contract. The duration of the additional storage services and the description of the equipment will be communicated to the tenderer with the request for offer.

6. Estimated Value of the Contract

The maximum budget available for this contract is of Euro 200,000 (Euro two hundred thousand) excluding VAT.

The maximum budget available for the initial specific contracts for the first three months, including transportation, calculated in accordance with Annex III ("Price Calculation grid") is Euro 25,000 (Euro twenty five thousand) excluding VAT.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the draft service Framework Contract (Annex II to the Invitation to Tender) available on the Procurement Section under the call to tender EMSA/OP/14/2014 on the EMSA website at the following address: 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 and draft specific contract (Annex II to the Invitation to Tender).

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

9. Financial guarantees

Not applicable

10. Sub-contracting

If the tenderer intends to either sub contract 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. (NB: overall responsibility for the work remains with the tenderer).

If the tenderer relies on the capacities of subcontractors to fulfil selection criteria as specified in section 14.5 (technical and professional capacity), then each subcontractor must provide the required evidence for the exclusion and selection criteria. To rely on the capacities of a subcontractor does not mean that the contractor has to use deliveries or services of another company but that this company and its special capacity is central to the capacity of the contractor to fulfil the contract and that it cannot be easily changed or replaced. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

11. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. The working language of the Agency is English. Bids must include an English version of the documents requested under point 14.5 & 15 of the present tender specifications.

The tenderer shall complete Tenderer's checklist (Annex V).

If the tenderer intends to either sub contract part of the work or realise the work in co-operation with other partners (Joint Offers) he shall indicate in his offer by completion of the form – Information regarding joint offers and subcontracting (Annex IV).

The tender must be presented as follows and must include:

Signed cover letter indicating the name and position of the person authorised to sign the contract and the bank account on which payments are to be made.

Financial Form completed, signed and stamped; available on the Procurement Section (Financial Form) on the EMSA Website at the following address: www.emsa.europa.eu

Legal Entity Form completed, signed and stamped and requested accompanying documentation, available on the Procurement Section (Legal Entity Form) on the EMSA Website at the following address: www.emsa.europa.eu

Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already been completed and sent either to EMSA or any EU Institution previously. 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 **13, 14.2-14.3** 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

- The prices must be presented by completing the grey cells in the “Price Calculation grid” (Annex III to the Invitation to Tender).
- Prices must be quoted for the provision of transportation, storage, maintenance and insurance for Oil Pollution Response equipment as per point 2 above and shall specify:
 - Maximum price for the storage per square meter of storage area per month (P_s);
 - Maximum annual insurance premium rate per equipment value ($P_{i\%}$);
 - Maximum price per man day for the maintenance (P_m);
 - Maximum price for transportation per kilometre and per lorry of 20 Tons (P_t).
- These prices will be used to calculate the price of the offer for the evaluation of price award criteria and for the calculation of the total value of each specific contract under the Framework Contract.
- If the **option for equipment “test in water”** is offered, the maximum price for one test in water shall be included in the bid as follows:
 - Maximum price for the testing of a boom;
 - Maximum price for the testing of a skimmer;
 - Maximum price for the testing of sweeping arms.
- If offered the price for this option will not be used for calculation of the total price of the bid, but will be utilised upon utilisation of the service.
- Prices must be quoted in Euro.
- Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.

- 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 1406/2002/EC. 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 service provider 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 on the Procurement Section (Legal Entity Form) on the EMSA Website at the following address: www.emsa.europa.eu

14.2 Grounds for exclusion - Exclusion criteria

To be eligible for participating in this contract award procedure, tenderers must not be in any of the following exclusion grounds:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union financial interests;

- f) they have been the subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

14.3 Evidence to be provided by the tenderers

For this purpose the Declaration on Honour available on the Procurement Section on the EMSA Website (www.emsa.europa.eu) shall be completed and signed.

Please note that the tenderer to whom the contract is to be awarded shall provide additional proof evidencing eligibility.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are 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.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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 Contractor is required to submit a statement of confirmation that their situation has not changed.

14.4 Economic and financial capacity – Selection criteria

Requirements:

- The tenderer must be in stable financial position and the economic and financial capacity to perform the contract

Evidence:

- Financial statements for the last three years for which accounts have been closed.
- Statement of overall turnover and turnover relating to the relevant services for the last three financial years.
- 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 still complies with the requirements. In this case the tenderer should simply

indicate on the cover letter the procurement procedure where the evidence has been provided.

- 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 his 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 any other document enabling it to verify the tenderer's economic and financial capacity.

14.5 Technical and professional capacity – Selection criteria

Requirements:

- Experience in similar type of services;
- Availability of storage facilities compliant with the minimum storage conditions for the equipment (point 2.2.a above) i.e. fenced, secured, covered by a roof, with adequate lighting, provided with electricity and fresh water and with the required dimensions.

Evidence:

To prove their technical and professional capacity, tenderers are requested to provide in their tenders a list of the similar services provided in the past three years and a description and pictures of the storage facilities available.

15. Award criteria

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

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

1. **Quality criterion 1: Quality of the storage conditions** ($W_1 = 30\%$), based on a description and pictures of the facilities offered addressing the requirements under points 2.2.a above;
2. **Quality criterion 2: Quality of the insurance conditions and maintenance services offered** ($W_2 = 15\%$), based on the documentation required under point 2.2.d and a description of the maintenance services offered.
3. **Quality criteria 3: Offer of “test in water” services**, as an advantageous point taking into account if an appropriate option for the services specified under point 2.2.e above is included in the offer ($W_3 = 5\%$), based on a description of such services.

and the price criterion and associated weighting:

4. **Price of the two initial specific contracts** ($W_{Price} = 50\%$), based on the Total price of the offer as calculated using the Price Calculation grid in Annex III.

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 Q_1 , and for Q_2 , will be taken into consideration when calculating the score for quality SQ , score for price SP and score S .

16. Contracts will not be awarded to tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

17. False declarations

Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations concerning situations referred to in points 14 and 15 above or have been found to have seriously failed to meet their contractual obligations in an earlier procurement or grant shall be subject to administrative and financial penalties set out in Article 145 of Commission Delegated Regulation of 29.10.2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

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 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.

19. Special negotiated procedure under Article 134(1)(f)

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)(f) of the Rules of Application to the Financial Regulation