

## **ENCLOSURE 1 - Tender Specifications**

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

## **Invitation to tender No. EMSA/NEG/1/2025 for Storage of oil pollution response equipment and dispersant in Gran Canaria**

### **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 shall “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” (Article 2 (3) d of Regulation 1406/2002/EC as amended).

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](http://www.emsa.europa.eu).

EMSA is applying the environmental management systems ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve its environmental performance. EMSA complies with all applicable legal requirements relating to the environment and endeavours to ensure that suppliers comply with its environmental policy within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing tenders.

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

The main objective of the contract resulting from this procurement procedure is the provision of storage services for oil pollution response equipment and dispersant with the characteristics detailed in Appendix 1 to these Specifications (‘Equipment and dispersant list’) including the obligations to provide maintenance services for the equipment and to insure the equipment and dispersant during storage.

There may be a need to transport the equipment and dispersant to the storage facilities contracted as an outcome of this procurement procedure. The new storage location should be in an area within a maximum distance of 50KM from the equipment and dispersant current storage location close to the León y Castillo Dock, in the Port of Las Palmas, (Gran Canaria island, Spain).

The equipment and dispersant in question are in principle used on board an oil spill response vessel part of EMSA’s operational pollution response services. Although currently no EMSA contracted oil spill response vessel is based in the area, the Agency would like to maintain the equipment and dispersant available, as stand-alone, to respond to an oil spill incident in line with its mandate in the field. For this purpose, the Contractor will be required to provide 24/7 capacity to make any of the oil pollution response equipment items and/or dispersant available to a Requesting Party affected by an oil spill incident or the threat of it and in need of additional pollution response means. The required activities are further developed under point 2.1.5 below but this would mainly imply to have the capacity to carry out loading and unloading operations at the equipment and/or dispersant usual storage facilities.

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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.).

National authorities from an EU Member State, an EU Candidate Country, Iceland, Norway, the European Commission or a third country sharing a regional sea basin with the European Union can, through the European Emergency Response Coordination Centre, request the equipment and/or dispersant. In addition, a third party not being a National authority but being involved in the marine incident such as the owner of the ship causing or threatening to cause a pollution by oil, the cargo owner or the oil and gas installation operator can also request these assets.

The services shall be provided for a period of twelve months as from 24 March 2025. The on-going contract for storage of equipment and dispersant expires on 31 March 2025. If applicable, all equipment and dispersants removal activities shall therefore having been completed by this date, at the latest.

However, if on the date of entry into force of the Service Contract, the equipment items and dispersant listed in Appendix 1 to these Tender Specifications are already stored by the Contractor at the offered storage facilities on a continued and permanent basis under another contract, the services shall be provided for a period of twelve months as from 1 April 2025 as there will be no need of time for removal or transport of the equipment and dispersant.

## 2.1. Detailed project description and minimum service requirements

Performance of the contract includes the provision of the following types of services relating to the oil pollution response equipment and the dispersant:

- If needed, transportation;
- Storage;
- Maintenance (for equipment);
- Insurance,
- 24/7 emergency mobilisation of equipment and dispersant covering contact point and swift cargo handling/loading capacities.

The service requirements are detailed in the paragraphs below.

Following Contract signature, EMSA will provide the contractor with a detailed 'equipment and dispersant handover statement' template which the contractor or his carrier will use in order to note the equipment and dispersant quantity and conditions.

### 2.1.1 Transportation (including insurance)

Transportation of the equipment and of the dispersant by land may be needed from the current storage location close to the León y Castillo Dock, in the Port of Las Palmas (Spain) to the new storage premises. The current equipment storage area is easily accessible by transport means with direct access to the gate for trucks.

Note that certain equipment items might need oversized transportation (e.g. 2 sweeping arms frames, 2 cranes for sweeping arms and the weir boom reels). Please consult Appendix 1 to these Specifications ('Equipment and dispersant list') for further information regarding the equipment size and detailed description and more particularly items 5.1 (Sweeping Arms Set) and 5.3 (High-capacity skimmer). The tender shall also include all necessary services related to the loading and unloading of the equipment and of the dispersant onto/from the transport means.

The equipment and dispersant will be protected ready for transportation. Any additional need for wrapping or protection during transportation and insurance during transportation will have to be addressed by the contractor. When preparing their bid, under transportation, tenderers should therefore also consider the costs

of associated logistics, loading and unloading capacities, insurance during transportation and additional appropriate wrap up and protection.

For the purpose of insurance during transportation, the insured value of the equipment and of the dispersant shall be equal to EUR 2,727,747.90 (two million seven hundred twenty-seven thousand seven hundred forty-seven euro ninety cents). This includes equipment items for an overall value of EUR 2,193,877.90 (two million one hundred ninety-three thousand eight hundred seventy-seven euro ninety cents). Individual purchase values per equipment item are detailed in Appendix 1 to these Specifications ('Equipment and dispersant list'). This amount also includes 212 IBCs with dispersants plus 10 empty IBCs, total 222 IBCs worth a total value of EUR 533,870 (five hundred thirty-three thousand eight hundred seventy euros).

Transportation of all equipment and dispersant to their storage facilities must be completed by 31 March 2025 at the latest.

### 2.1.2 Storage

The storage area should already be built and complying with the minimum requirements detailed in these Tender Specifications when the bid is submitted. The storage facilities should comply with the following minimum requirements:

- Within maximum 50 km from the commercial port of Las Palmas (Spain);
- Available to EMSA as from 1 April 2025 at the latest;
- Fully enclosed indoor space, covered by a roof and side walls;
- An overall minimum of 600m<sup>2</sup> of indoor storage must be offered to accommodate the equipment items and dispersant. Equipment and dispersant can be stored within the same storage facilities of minimum 600m<sup>2</sup>. It is also acceptable for the tenderer to offer separate facilities. The storage of equipment requires a minimum of 400m<sup>2</sup> indoor storage space and minimum 200m<sup>2</sup> of indoor storage are required for the dispersant;
- Have a minimum height of 4 meters;
- With easy access to large transport means and close to main transport routes;
- With a gate entrance allowing movement in/out of 40 feet containers and of heavy and large equipment as described in the Appendix 1-"Equipment and dispersant list". This movement could be performed either on trailers or by suitable handling machinery (i.e. forklifts, cranes). The contractor will be responsible for providing the necessary handling machinery and support within the price of this contract;
- Fenced and secured (24/7 security service);
- Provided with electricity, adequate lighting, fire-fighting means and fresh water supply;
- Be built on hard ground allowing movement of trucks and heavy cargo.

The equipment and dispersant should be stored in such a way that there is sufficient space to handle them safely and with adequate access for means of transportation and maintenance services.

The undisturbed and constant availability of the contracted storage facilities during the whole duration of the Contract is one of the key aspects of the service. This generally implies that the initial storage space offered must be owned, rented or in any other way under the control of the tenderer for the requested services during the whole the duration of the Contract.

As evidence of this control, the tenderer must, as part of the tender, supply proof of ownership or rental contract or any other proof (such as an undertaking from the storage space owner) that the proposed initial storage space will be under the control of the tenderer for the purposes of the EMSA services. The Agency reserves the right to request any documentary evidence it deems necessary or useful in order to verify this important point. If not already provided at the tender stage and where the tenderer does not own the offered storage spaces, the successful tenderer must provide before signature of the Contract by EMSA and within the deadline given by EMSA copy of the final rental contract concluded with the storage space owner.

All administrative and operational activities needed for the management of the project should be ensured by the Contractor.

The Contractor shall ensure access to the stockpile for EMSA or a third party authorised by EMSA at any time. The Contractor's assistance shall be provided during such visits. Assistance may include personnel as well as handling and lifting means (e.g. forklift truck, crane) to move equipment for the purpose of inspection.

In order to substantiate compliance with the above listed minimum requirements, the tenderers should as a minimum include in their bids:

- address of the storage facilities available;
- description with pictures (from inside and outside) of the proposed storage facilities;
- layouts of the storage facilities identifying the space offered to EMSA clearly identifying EMSA dedicated space and the number of square metres.

Tenderers may include in their bids any other relevant information regarding the storage facilities and the space dedicated to EMSA's equipment and dispersant.

### **2.1.3 Maintenance**

The company awarded the contract resulting from this procurement procedure will ensure the equipment maintenance in accordance with Appendix 2 "Maintenance plan". The company awarded the contract will be required to complete this maintenance plan on a monthly basis and attach it as part of the performance report to be submitted to EMSA (please see under point 4 below). Maintenance activities comprise, for example clean-up, lubrication, replacement, or replenishment (of consumables) to prevent from equipment breakdown and keep it capable of performing its intended function within its design specifications.

Before expiration of the contract resulting from this procurement procedure, EMSA or any third party designated by EMSA will come to pick-up the equipment and the dispersant. The Contractor will be informed in advance of the date for handing over the equipment and the dispersant. On that date, the equipment and the dispersant should be packed and ready for transportation. The contractor shall co-operate for the purpose of handing the equipment and the dispersant over including labour force, cargo handling equipment in order to place all equipment items and dispersant ready for loading on the receiving transport mean.

### **2.1.4 Insurance during storage**

The company awarded the contract resulting from this procurement procedure will have to take out insurances against risks and damages relating to the performance of the Contract including as a minimum insurance for the oil pollution response equipment and the dispersant covering any damage, loss, theft or liability during storage (including as a minimum damage or loss caused by: burglary, theft, robbery; water damages; fire and/or smoke, explosions of any kind from gas or electrical hazards). EMSA shall be named as additional assured and loss payee. The Contractor shall cause the insurers to indemnify EMSA for damage to or loss of the equipment and dispersant for a maximum aggregate limit reflecting the overall declared value of all

equipment items and dispersant placed under the care of the Contractor and with limit any one item of equipment up to the most expensive.

For the purpose of taking out the insurance, the insured value of the equipment and dispersant shall be equal to EUR 2,727,747.90 (two million seven hundred twenty-seven thousand seven hundred forty-seven euro ninety cents). This includes equipment items for an overall value of EUR 2,193,877.90 (two million one hundred ninety-three thousand eight hundred seventy-seven euro ninety cents). Individual purchase values per equipment item are detailed in Appendix 1 to these Specifications ('Equipment and dispersant list'). This amount also includes 212 IBCs with dispersants plus 10 empty IBCs, total 222 IBCs worth a total value of EUR 533,870 (five hundred thirty-three thousand eight hundred seventy euros).

Within the deadline given by EMSA, the company awarded the contract will be requested to provide EMSA with the evidence of insurance coverage for the equipment and dispersant.

### **2.1.5. Mobilisation/demobilisation services**

A key element for the operational service provided by EMSA is the readiness of the contracted response arrangements on a 24/7 basis. It is therefore required that the Contractor shall have the capacity to ensure readiness for mobilisation of equipment and/or dispersant during the whole Contract duration. At all times the equipment must be maintained in operational readiness for immediate dispatch. Equipment must also be adequately packed.

The actual mobilisation would be triggered upon request and relayed to the Contractor by EMSA.

The Requesting Party should come at the storage facilities to pick up the equipment and/or dispersant. The Contractor shall be responsible to carry out loading operations for the equipment and/or dispersant to be loaded onto the arriving transport means storage location and unloading upon demobilisation and return of the equipment back to the storage facilities as transported by the Requesting Party. This implies the following services/activities to be carried out by the Contractor:

During the whole Contract duration, to maintain 24/7 emergency contact point and availability of cargo handling means. The Contractor shall maintain 24 hours a day, 7 days a week an emergency contact point to ensure the equipment mobilisation at short notice.

The Emergency Contact point shall have access to internet, mobile phone, fixed phone line and fax.

Staff ensuring the 24/7 emergency mobilisation contact point must have a good command of English.

Upon request of EMSA, the Contractor must enter into a Mobilisation Agreement (Enclosure 4) with the Requesting Party indicated by EMSA. The Contractor shall provide the mobilisation services to a Requesting Party under the terms and conditions of the mobilisation agreement only by signing the Agreement form. No other contract or general terms and conditions shall be used.

The Contractor shall open the warehouse and provide equipment and/or dispersant loading services including labour force, cargo handling equipment in order to place all requested equipment items and dispersant ready for loading on the receiving transport mean and unloading upon demobilisation of the equipment and of any dispersant remaining in a sealed IBC back at the storage facilities.

For these services of mobilisation and demobilisation, the Contractor is entitled to be reimbursed the loading and unloading costs of the relevant equipment/dispersant by the Requesting Party under a mobilisation agreement (Enclosure 4). For this purpose, the Contractor shall quote maximum prices in the Price Bid Template (Enclosure 3), for loading and unloading of relevant oil pollution response equipment items and of one IBC with dispersant.

The tenderers shall include as part of their bids a description of how they would carry out the mobilisation/demobilisation services and organise the loading/unloading activities. This description similar to a **Mobilisation Plan** shall **as a minimum** address the following **elements**

- Person(s) entitled to commit on behalf of the tenderer and to sign the Mobilisation Agreement Form including potential delegation of powers of representation of the company;
- Indication whether the Contractor is relying on any subcontractor(s) for the provision of services in relation to the mobilisation and demobilisation of the equipment and/or dispersants and form of agreement existing with its subcontractors;
- Access to logistical arrangements for equipment and/or dispersant loading and unloading, such as cranes, forklift trucks and maximum time to have them ready for operations at the storage location (indicate whether they are located at all times at the storage location or need to be brought there);
- Clear distribution of tasks & responsibilities for all involved parties;
- Information on the emergency 24/7 contact point;
- Chain of notification of the personnel necessary to mobilise the equipment and/or dispersant;
- Maximum time for the personnel to be ready to start mobilisation/demobilisation;
- Description of available means for handling the equipment and/or dispersant (e.g. forklifts, cranes);

### 3. Contract management responsible body

EMSA Unit 1.1 in charge of Department 1 - Sustainability & Technical Assistance - will be responsible for managing the contract.

### 4. Project Planning

Activity	Target dates
Completion of Award procedure	March 2025
If not provided at the tender stage, provision of: <ul style="list-style-type: none"> <li>- the insurance certificate for the equipment and the dispersant;</li> <li>- Documentary evidence that the storage space offered is under the control of the tenderer for the requested services during the duration of the resulting Contract.</li> </ul>	March 2025
Equipment handover statement template provided by EMSA	March 2025
All equipment items, transported where applicable, and stored in the storage facilities contracted under the contract resulting from this procurement procedure.	31 March 2025 at the latest
Submission to EMSA of a copy of the equipment and dispersant handover statement signed by contractor together with invoice related to transport services where applicable	Within 1 week of the handover
Visit by EMSA and/or third parties authorised by EMSA	Any time during Contract duration

Payment of potential equipment and dispersant transportation services if applicable	April 2025
Submission of performance report 1 and first invoice for interim payment	Between 19 June and 1 July 2025 Within 2 weeks after first 3 months of performance of tasks
Submission of performance report 2 & second invoice for interim payment	Between 19 September and 1 October 2025 Within 2 weeks after 6 months of performance of tasks
Submission of performance report 3 & third invoice for interim payment	Between 19 December 2025 and 1 January 2026 Within 2 weeks after 9 months of performance of tasks
Handover of equipment to EMSA or third party designated by EMSA	Before expiration of Contract
Expiration of Contract (no renewal foreseen)	12 months after start of performance of tasks
Submission of equipment handover statement after redelivery signed by contractor, performance report 4 & invoice for payment of the balance	Within 60 days after contract expiration

## 5. Timetable

The estimated date for signature of the contract is beginning of March 2025.

## 6. Estimated Value of the Contract

**The maximum budget available for this contract (total overall price (P)) is EUR 115,840.00** excluding VAT.

Within that maximum budget available:

- The **maximum budget for the tasks that are not transportation** (i.e. storage, equipment maintenance and insurance during storage services, as well as costs related to maintaining 24/7 mobilisation capacity) (Ps), for the whole contract period of performance of 12 months, **is EUR 87,403** excluding VAT.
- The **maximum budget available for transport services (Pt) is EUR 28,437** excluding VAT.

Please note that the Transportation Price (Pt) and the price for mobilisation of equipment and/or dispersant (Pm) will not be considered for award of the Contract. Only the quoted price covering storage, maintenance and insurance during storage services, as well as costs related to maintaining 24/7 mobilisation capacity (Ps) will be considered for award (see point 16 hereinafter).

Please refer to point 12 hereinafter for the structure of the prices.

## 7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Service Contract** available in the Procurement Section under the call to tender **EMSA/NEG/1/2025** on EMSA's website (<https://emsa.europa.eu/procurement.html>).

The successful tenderer shall take the appropriate measures to be compliant with the e-invoicing conditions as set out in the draft contract.

Payment of invoices is subject to the provision and acceptance by EMSA of a performance report. The performance report shall as a minimum include the following:

- Information regarding the condition of the equipment and of the dispersant including pictures;
- Completed, dated and signed maintenance plan covering maintenance actions undertaken on each equipment item during the past month, accompanied by dated pictures and/or video supporting such maintenance actions;
- Any event related to the contract performance.

## 8. Terms of contract

When drawing up a tender, the tenderer shall bear in mind the terms of the draft Service Contract.

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

## 9. Financial guarantees

Not applicable.

## 10. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State ("intra-group posting" as defined by Article 1, 3, (b) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State ("hiring out of workers" as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group ("intra-corporate transfer" as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).
- d) Use of staff without employment contract ("self-employed persons working for the contractor"), without the tasks of the self-employed persons being particular well-defined parts of the contract.

- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders.
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a group member.

By filling in the *List of identified subcontractors* available on the Procurement Section of EMSA’s website (<https://emsa.europa.eu/procurement.html><http://www.emsa.europa.eu/>), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as identified subcontractors):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria<sup>2</sup>;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 20%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the attached model *Commitment letter by identified subcontractor* available on the Procurement Section of EMSA’s website (<https://emsa.europa.eu/procurement.html><http://www.emsa.europa.eu/>), and signed by its authorised representative.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not subject to restrictive measures, has access to procurement and is not in an exclusion situation,
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

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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.

The tenderer must provide required evidence for the exclusion on its own behalf, on behalf of any subcontractors identified in the *List of identified subcontractors*, and on behalf of any other entities (not subcontractors) on whose capacities is being relied on.

The tenderer must provide required evidence for selection criteria on its own behalf and on behalf of any subcontractors on whose capacities the tenderer relies on upon to fulfil the selection criteria as identified in the *List of identified subcontractors*, and on behalf of any other entities (not subcontractors) on whose capacities is being relied on.

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.

#### 10.1 Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the attached model *Commitment letter by an entity on whose capacities is being relied* available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>), signed by the authorised representative of such an entity.

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

#### 10.2 Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

### 11. Requirements as to the tender

Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should preferably be submitted in English and shall in particular include an English version of the documents requested under points 14.5 and 16 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 relevant forms *List of identified subcontractors / Agreement/Power of attorney (joint tender)*. These documents are available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (<https://emsa.europa.eu/procurement.html>).

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, including up-to-date proof of that authorisation, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure. The cover letter shall be accompanied by the **Authorised Signatory Form** duly completed and signed. This document is available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>)
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).
- c) **The Legal Entity Form** completed, signed by the person authorised to sign the contract and stamped along with the requested accompanying documentation, including up to date proof of that authorisation. This document is available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>)

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 to EMSA. 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.

- d) All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the points 10, 13 and 14.2 of these Tender Specifications (**exclusion criteria**).
- e) All the information and documents required by EMSA for the appraisal of tenderers on the basis of the **Legal and Regulatory capacity** (part of the selection criteria) set out under section 14.3 of these Tender Specifications, as applicable.
- f) All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the **Economic and Financial Capacity** (part of the selection criteria) set out under section 14.4 of these Tender Specifications, as applicable.
- g) All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the **Technical and Professional capacity** (part of the selection Criteria) set out under point 14.5 of these Tender Specifications, as applicable.
- h) 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 1616 of these Tender Specifications;
- i) Setting out prices in accordance with point 12 of these Tender Specifications.

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<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).

## 12. Price

- a) Total overall price (P) must be quoted for all the services described under point 2.1 and shall include:
- P<sub>T</sub>: Price for initial transportation including loading, unloading and insurance cover (if applicable/necessary);
  - P<sub>s</sub>: Price of storage, including cost of all tasks foreseen by the contract that are not the initial transport P<sub>T</sub> (such as storage rental, insurance cover for the equipment during storage, equipment maintenance, as well as costs to maintain available 24/7 mobilisation services for the whole performance period of 12 months, as well as any other administrative or logistical expense linked to the contract execution).
  - P<sub>m</sub>: Price of mobilisation, maximum prices for loading and unloading of individual oil pollution response equipment items and one IBC with dispersant. These prices will be inserted in the Mobilisation Agreement as maximum to be paid to the Contractor by the Requesting Party for the mobilisation of the relevant asset.

Each category of prices must be shown and quoted separately using the price bid template.

- 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

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the *Agreement Power of attorney (joint tender)* available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html><http://www.emsa.europa.eu/>).

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case(s):

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
- the new entity is not subject to restrictive measures, has access to procurement and is not in an exclusion situation,
- all the tasks assigned to the former entity are taken over by the new entity member of the group,
- the group meets the selection criteria,
- the change must not make the tender non-compliant with the procurement documents,
- the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
- the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

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 the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the *Agreement Power of attorney (joint tender)* available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

## **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 tender, tenderers are requested to complete and enclose the **Legal Entity Form** available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

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

To be eligible to participate in this contract award procedure, the tenderers, each member of the group in case of joint tender, any identified subcontractors, and any other entities (not subcontractors) on whose capacities the tenderer is being relied on 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 (<https://emsa.europa.eu/procurement.html>) shall be completed and signed.

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

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

The tenderer, each member of the group in case of joint tender, any subcontractors, and any other entities (that are not subcontractors) on whose capacity the tenderer relies on must ensure that are not subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

#### **14.3.2 Evidence**

Duly completed and signed Declaration of Honour available on the Procurement Section of EMSA's website (<https://emsa.europa.eu/procurement.html>).

### **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.

The yearly turnover<sup>4</sup> for the last 3 years must be minimum 60.000,00 EUR.

#### **14.4.2 Evidence**

N/A

### **14.5 Technical and professional capacity – Selection criteria**

#### **14.5.1 Standards / Prerequisites**

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

At least 1 year experience in storage or maintenance of heavy machinery during the last 5 years.

#### **14.5.2 Evidence**

A list of customers/projects with a brief description of the relevant works/services carried out and the associated timeline/dates.

## **15. Evidence on Declaration of Honour (DoH)**

At any time during the procurement procedure<sup>5</sup>, EMSA may request the documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion (the documentary evidence), namely:

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<sup>4</sup> For individuals and public sectors entities the "turnover" corresponds to the "revenue".

<sup>5</sup> The obligation to provide the supporting evidence is waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

- For the exclusion situations described in points (1) (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 (1) (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.

EMSA may also request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

All tenderers are invited to prepare in advance the documentary evidence, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer(s) proposed by the Evaluation Committee for the award of the contract will be requested to provide such evidence. This requirement applies to each member of the group in case of joint tender, any identified subcontractors, and any other entities (not subcontractors) on whose capacities the tenderer is being relied on.

If the tenderer does not provide valid documentary evidence within the deadlines set by EMSA, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

The tenderer, each member of the group in case of joint tender, any identified subcontractors, and any other entities (not subcontractors) on whose capacities the tenderer is being relied on, must not be subject to professional conflicting interests which may negatively affect the contract performance.

## 16. Award criteria

The contract will be awarded to the tenderer who submits the most economically advantageous tender (the one with highest score) based on the following quality criterion and its weighting:

1. Quality criterion ( $W_1 = 25\%$ ): Quality of the storage facilities offered based on the description, pictures and/or layouts of the storage facilities in the bid addressing the requirements under point 2.1.2 of these Tender Specifications.
2. Quality criterion 2 ( $W_2 = 5\%$ ): Quality of the mobilisation plan offered based on the description of the mobilisation/demobilisation services in the bid addressing the requirements under point 2.1.5 of these Tender Specifications.

and the price criterion and associated weighting:

**Ps: Price of storage** ( $W_{Price} = 70\%$ ) according to Enclosure 3 – Price Bid Template. Please note that only the quoted price covering storage, maintenance and insurance during storage services, as well as costs related to maintaining 24/7 mobilisation capacity (Ps) will be considered for award.

For all tenders, 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

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

Only tenders that have reached a minimum of 50% for  $Q_1$ , a minimum of 50 % for  $Q_2$  will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only tenders that have reached a minimum of 50% for the score  $S$  will be taken into consideration for awarding the contract.

## 17. Evaluation and award

The evaluation of the tenders that comply with the conditions as per Invitation to tender will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement;
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Verification of the absence of professional conflicting interests;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

- EMSA will evaluate the above-mentioned elements in the order that it considers to be the most appropriate. The successful tenderer(s) must pass all the above-listed elements to be awarded the contract.

## **18. 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.

## **19. 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.