

Tender Specifications

Attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/13/2024 for Provision of English and German Language Training Services

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council¹ for the purpose of ensuring a high, uniform and effective level of maritime safety. Among its tasks, the Agency is a multi-cultural and multi-lingual European Union (EU) body with currently more than 270 staff members, EMSA thus supports the development of the overall language skills of its staff members.

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 objective of the procurement procedure is to conclude a framework contract for the provision of English and German language training services.

Tenderers shall submit a tender for both languages. Tenders for one language only will be rejected.

2.1 Scope of the contract

The Contractor shall deliver language trainings:

- mainly through online live training lessons; or
- exceptionally, upon EMSA's request, face-to-face lessons, which may take place at EMSA's headquarters or within the greater Lisbon metropolitan area.

In addition to EMSA staff members, participants in the language trainings may also include non-staff members, such as trainees or staff members from other EU bodies. EMSA provides its staff members with laptop workstations having access to ICT collaboration/virtual meeting tools available within EMSA ICT systems.

Exceptionally, should lessons take place at EMSA's premises, rooms with technical equipment to support language trainings are available and, if needed, additional equipment could be provided if requested by the contractor to EMSA well in advance.

¹ 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.).

Language training is to be delivered in all fields of competence (i.e., oral and written comprehension, oral and written expression).

Regarding the levels, it is required that training is offered in all 6 levels of the Common European Framework of Reference for Languages (CEFR):

- Level A – Basic User (only applicable for German)
 - o A.1 – Beginner (only applicable for German)
 - o A.2 – Elementary (only applicable for German)
- Level B – Independent User
 - o B.1 – Intermediate
 - o B.2 – Upper Intermediate
- Level C – Proficient User
 - o C.1 – Advanced
 - o C.2 – Proficiency

The language level of the participants will be assessed by the contractor prior to the participants' registration. Language trainings will be either in group or individual. For group language trainings, the maximum number of participants per group is 10 and the minimum is 3, unless agreed otherwise. Group lessons have a duration of 90 minutes and are to be delivered once or twice a week. Three sessions are in principle to be organised throughout the year:

- Session 1: from January until March/April;
- Session 2: from March/April until June;
- Session 3: from September until mid-December.

The contractor shall also provide individual language trainings in order to cover specific needs. These trainings may be grouped into slots of lessons with a duration of 60 minutes each. The individual language training design and frequency shall be assessed depending on the participant's needs and availability. Significant flexibility is thus required from the contractor.

Level certification examinations by accredited bodies are not covered by this procedure.

2.2 Description of the contract

- As English is the working language within EMSA, all communication of the contractor with EMSA shall be done in English. Moreover, independently of the language delivered, the language trainers shall be capable of communicating with the participants in English.
- The contractor shall ensure that language trainers are native speakers or equivalent standard.
- Delivery of language trainings occurs between 08:00 and 19:00 (Lisbon time), 5 days a week (Monday to Friday), in line with EMSA's working days – for this purpose, EMSA's yearly calendar is available on EMSA's website².
- Language trainings shall take place primarily through online live trainings using ICT collaboration/virtual meeting tools available within EMSA ICT systems, such as MS Teams. Other ICT collaborative meeting tools may be considered, but its acceptance by EMSA will depend on whether these tools are available within EMSA's ICT systems package. The contractor shall also deliver language training using ICT collaboration/virtual meeting tools accessible for free by participants using non-EMSA computers.
- The contractor shall be responsible for organising the lessons, registering the participants, and for sending calendar invitations.
- The contractor shall provide full courseware material, relevant manuals and make sure that the training environments, virtual or physical rooms and technical (virtual online environments or else) are ready to deliver the language trainings effectively and problem free.

² <https://emsa.europa.eu/publications/documents/item/4744-emsa-public-holidays.html>

- The contractor shall organise entry level tests, free of charge, to ensure that each participant is in the correct level.
- The contractor shall organise assessment levels at the end of each group session or set of individual trainings, in order to evaluate each of the competencies (i.e. oral and written comprehension, oral and written expression) and the level achieved by the participants.
- The contractor shall guarantee continuity of services substituting trainers if any absence occurs, informing EMSA in advance. If substitution is not possible, the contractor shall guarantee that the training is delivered within latest 1 month thereafter, with prior EMSA's agreement.
- The contractor shall appoint a dedicated account manager responsible for the implementation of the services under the contract and shall keep EMSA informed of any changes thereto.
- The contractor shall define a technical support point of contact for the online live trainings should any technical issues occur and shall keep EMSA informed of any changes thereto.
- The contractor shall inform EMSA:
 - o of cancellation of lessons;
 - o when the participation rate is low;
 - o of the trainings' delivery plans including list of participants, name of trainers, time and dates.
- The contractor shall provide a report to EMSA at the end of each group session and set of individual trainings containing:
 - o Attendance lists;
 - o Level at the beginning and level achieved at the end;
 - o Feedback forms completed by the participants, evaluating the services provided.
- The contractor shall provide participants with a certificate of attendance with an indication of the level achieved upon completion of each group session or a set of individual trainings.
- The contractor shall respect the maximum response time for EMSA's language training request (7 working days).
- The contractor is required to supply the service effectively within the previously agreed schedules with EMSA, take full responsibility for the fine quality and relevance of the content, the materials and standards when delivering the trainings – online or face-to face, hence ensuring that these are delivered within the best condition and problem-free. The quality of the delivery of the services will be assessed by EMSA based on the feedback forms completed by the participants.

3. Contract management responsible body

EMSA Unit 4.1 in charge of Human Resources & Internal Support - will be responsible for managing the contract. A project officer shall be assigned by EMSA to the management of the contract.

4. Project Planning

Services are implemented through Order Forms depending on EMSA's needs.

Trainings will be ordered providing reasonable notice for the planning and organisation of language trainings, especially when particular needs must be met.

EMSA will only pay for services ordered and delivered by the contractor, or those for which EMSA or the participants have not previously requested cancellation with at least 24 hours' notice.

EMSA reserves the right to request additional language trainings or add participants to ongoing trainings, giving the contractor one-week prior notification.

5. Timetable

The estimated date for signature of the contract is during the fourth quarter of the year 2024. Language trainings and other requested services shall be ready for delivery as from contract signature by EMSA, tentatively fourth quarter 2024.

6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 40,000.00 excluding VAT.

7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Framework Service Contract** available in the Procurement Section under the call to tender **EMSA/NEG/13/2024** on EMSA's website (www.emsa.europa.eu).

Order forms for the purchase of services shall be established based on the prices indicated in the financial offer.

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

8. Terms of contract

When drawing up a tender, the tenderer shall bear in mind the terms of the draft Framework 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 / Calls for Tenders (Documents for tenderer) of EMSA's website (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 criteria³;
- 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 / Calls for Tenders (Documents for tenderer) of EMSA's website (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.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and on behalf of any subcontractors identified under the List of identified subcontractors available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu), and entities (not subcontractors) on whose capacities on whose capacities is being relied. 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.

³ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

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 in Commitment letter by an entity on whose capacities is being relied available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu), 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.⁴

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 (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, 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

⁴ 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).

be accompanied by the **Authorised Signatory Form** duly completed and signed. This document is available on the Procurement Section of EMSA's website (www.emsa.europa.eu)

- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section of EMSA's website (www.emsa.europa.eu).
- 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 (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 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.

Part A: 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 specifications (exclusion criteria).

Part B: 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 point 14.3 of these Tender Specifications.

Part C: 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 point 14.4 of these specifications.

Part D: 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 specifications.

Part E: 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 of these specifications;

Part F: Setting out prices in accordance with point 12 of these specifications].

12. Price

- a) Price must be quoted for Provision of English and German Language Training Services using the **Appendix**.
- 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 / Calls for Tenders (Documents for tenderer) of EMSA's website (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 / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

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 (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) shall be completed and signed.

14.3 Legal and regulatory capacity – Selection criteria

14.3.1 Standards / Prerequisites

- A. The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.

The tenderer must be authorised to provide language trainings in their country of establishment.

- B. In addition, the tenderer, each member of the group in case of joint tender and any subcontractor(s), including those which do not need to be identified in the tender, 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

- A. The tenderer must provide proof that they can provide language trainings in their country of establishment.
- B. Duly completed and signed Declaration of Honour available on the Procurement Section of EMSA's website (www.emsa.europa.eu).

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 for the last two years must be minimum EUR 40 000 (forty-thousand euro).

14.4.2 Evidence

Duly completed and signed Simplified Financial Statement available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

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.

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

A. The tenderer shall propose in the tender a dedicated account manager responsible for the implementation of the services and a technical support point of contact for the online live trainings as described in Section 2.2, each with at least B.2 level of English.

B. In addition, the tenderer shall have at least 3 years of experience in organising and delivering language trainings face-to-face and at least 1 year in delivering online live language trainings listed under Point 2. The tenderer shall also have experience in delivering trainings in multicultural environment.

Any change to the team (replacement and/or addition of expert(s)) during contract implementation shall be formally requested to EMSA by the legal representative of the Contractor. The modification will require an amendment to the Contract, and it will be subject to EMSA's prior verification and approval to make sure that the expert(s) added or replaced are of equivalent profile as the profile set out in the Tender Specifications.⁵

14.5.2 Evidence

For Point A, the tenderer shall provide the contact details and level of English for each profile.

For point B, a list of language trainings (maximum 2 pages) which the tenderer has provided in the past three years containing:

- Course Titles;
- Level;
- Course format - (Group/Individual);
- Delivery method (Face-to-face / Online Live training);
- Delivery dates (From/to);

15. - Profile of the target audience to whom the language trainings were delivered - national and/or international. 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.

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 criteria and their associated weightings:

1. Quality criterion 1 ($W_1 = 20\%$),– Quality of the available resources

- A. Description of the tenderer's human resources which will be used to deliver the services described under Section 2 (max. 1 page);
- B. Description of the tenderer's technical resources including the ICT tools considered adequate to deliver the online live trainings, containing a brief explanation on how these are in line with the criteria defined under Section 2 (max. 2 pages).

2. Quality criterion 2 ($W_2 = 20\%$) - Business preparedness, methodology, learning objectives, materials and organisation of trainings

- A. Presentation of the approach and methodologies to be used in the delivery of language trainings (max. 5 pages);
- B. Description of the learning objectives and assessment criteria which participants have to meet in order to pass to the next language level (max. 1 page);
- C. Sample of the training materials used in the delivery of online live lessons (max. 10 pages).

3. Quality criterion 3 ($W_3 = 20\%$) - Business conditions and continuity and quality assurance

- A. Description of the procedures and policies for cancellation or postponement of lessons and substitution of trainers (e.g.: deadlines, cancellation and postponement fees, etc.) (max. 1 page);
- B. Description of the procedures to monitor participants' attendance (max. 1 page);
- C. Description of the measures employed to ensure the quality of services delivered (max. 1 page).

and the price criterion and associated weighting:

4. Price of the tender ($W_{price} = 40\%$).

Overall price is established using the table available in the **Appendix**.

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

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

Only tenders that have reached a minimum of 60 % for Q_1 , a minimum of 60 % for Q_2 , a minimum of 60 % for Q_3 , 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 70 % 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;
- 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.