

Tender Specifications

Attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/16/2024 for Training services for the Maritime Sector (Lot 1) and Quality and Environmental Management Systems (Lot 2)

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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. The idea of a European Maritime Safety Agency (EMSA) originated in the late 1990s along with a number of other important European maritime safety initiatives. EMSA was set up as the regulatory agency that would provide a major source of support to the Commission and the Member States in the field of maritime safety and prevention of pollution from ships. Among its tasks, it is important that the Agency ensures Continuous Professional Development for its staff in Learning and Development for their current job or future career, gaining knowledge of the organisation, its environment, and developing competencies (defined as abilities, knowledge, and skills in putting these into practice) in their domain, function or position.

EMSA is operating an Integrated Quality and Environmental Management System (IQEMS) compliant with the requirements of ISO 9001:2015, ISO 29993:2017, ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve the quality of the services and its environmental performance. EMSA invites tenderers to consult the EMSA website information (www.emsa.europa.eu) and consider it when preparing tenders.

2. Objective, scope and description of the contract

2.1 Objective

After the conclusion of the procurement procedure EMSA aims to conclude two Framework Service Contracts, for the delivery of training services in the Maritime Sector, and Quality and Environmental Management Systems for EMSA staff.

2.2 Scope

The purpose of the contract is to provide training services in fields related to Maritime Sector (Lot 1) and Quality and Environmental Management Systems (Lot 2) for EMSA staff. The trainings would predominately be aimed at technical staff working in these subject areas.

2.3 Target group

When preparing the learning intervention, the contractor must consider the characteristics of the target group (e.g., its multicultural and multilingual nature). The target group may represent a wide range of functions, jobs, nationalities and seniority, and have diverse backgrounds (for e.g., professional, cultural and educational). It could involve a heterogeneous target group, which could include, for instance, maritime and non-maritime staff, junior or senior staff, managers, specialists, and other staff members.

2.4 Description and delivery of services

Training courses shall be either standard or tailor-made to EMSA's special needs, delivered in a group or individual setting. The mode of delivery shall be either in-person at the EMSA premises, online or blended learning (online and in-person at EMSA premises).

The services to be provided shall include at least:

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.).

- developing of content and delivery in person, online and/or blended, as requested by the Contracting Authority (CA);
- developing learning activities/ formats;
- accompanying groups throughout the learning actions;
- producing learning materials;
- certifying /documenting the training provided.

All training courses and related material must be produced and delivered in English, as this is the main working language of EMSA.

When developing a course, the contractor shall consider the following:

- For new, tailor-made courses, up to 3 (3*8 hours) working days of course development and preparation.
- For existing courses, which require updates or adaptations up to 1 (8 hours) working day of course development and preparation.
- For courses already existing in EMSA'S or the tenderer's catalogue, not requiring adaptation, no preparation costs can be charged.

For each service requested, the contracting authority will indicate whether it has to be delivered in-person, online or blended.

Foreseen services:

Course preparation services shall be performed remotely and shall include all activities and materials associated with the preparation of the course content, including but not limited to: the development and preparation of courses, the development of learning material, assembling resources and any activities carried out via telephone, videoconferencing or other multimedia.

Online delivery services (group) – the delivery of training courses via remote means. Note that online delivery training courses shall be mostly delivered in Microsoft Teams.

Online delivery services (individual or as part of a group formed by the contractor) – the attendance by one EMSA participant to a training course via remote means. Note that online delivery training courses shall be mostly delivered in Microsoft Teams.

In-person delivery services (group) – services that require the physical presence of a facilitator/trainer at EMSA premises to deliver classroom courses/trainings.

In-person delivery services (individual) – services that require the physical presence of a facilitator/trainer at EMSA premises to deliver a classroom course for one EMSA participant.

In-person delivery services (individual or as part of a group formed by the contractor) – services that require the physical presence of a facilitator/trainer at contractor's premises to deliver classroom courses for one EMSA participant.

The prices quoted for in-person delivery services (group or individual) shall be all inclusive, including but not limited to the trainers' travel and accommodation expenses and the training delivery.

For group courses, the maximum number of participants per group is around 15 and the minimum is 6, unless agreed otherwise. For less than 6 participants, prices for individual delivery will apply.

For online delivery lasting less than a day, an hourly price will be paid (at a rate per hour of one eighth (1/8) of the daily price foreseen in Appendix III Financial tender form). For in-person delivery (group or individual), lasting half a day, the half-day price will be paid (set to 60% of the daily price foreseen in Appendix III financial tender form). Less than half a day will be paid an hourly price (at a rate per hour of one eighth (1/8) of the daily price foreseen in Appendix III Financial tender form).

If the same trainer is asked to deliver two half-day courses on the same day, the daily price foreseen will apply.

A standard training day will start at 09.00 am and finish at 17.00pm, unless there is a different agreement between the contractor and contracting authority.

EMSA welcomes tenders from economic operators capable of providing as a minimum the training courses listed in Appendices I and II for each lot. Note that these lists are non-exhaustive, and during contract implementation the contractor may be asked to deliver existing training courses in related fields at short notice, for example three weeks' notice and on other related topics, which may not be envisaged in the below referenced lists at the time of this procedure. For such purposes, during contract implementation EMSA may request the contractor to provide quotations for any other type of training and associated services related to the main fields covered by the scope of each lot.

Lot 1 – Maritime Sector

Appendix I contains a non-exhaustive selection of standard courses in the Maritime Sector; the contractor shall be required to deliver as a minimum the 22 courses referenced therein (other relevant topics may also be requested throughout contract duration).

Lot 2 - Quality and Environmental Management Systems

Appendix II contains a non-exhaustive selection of standard courses in the field related to Quality and Environmental Management Systems which the contractor shall be required to provide as a minimum (other relevant topics may also be requested throughout contract duration).

For both Lots - Reference to the courses covered by the tenderers' portfolio, corresponding to the ones in the Appendices, shall be included in the offers.

Intellectual property

All learning material developed by the contractor in relation to the contract (e.g. handbooks, trainers' guides, exercises, slides) is the intellectual property of the CA, with the exception of any material that was developed prior to the entry into force of the contract and is protected by intellectual property rights.

The contractor must declare any such rights clearly and in writing to the CA before using the material in question (see Article I.10.3 of the FWC).

If the contractor decides to use any material or tools covered by third-party intellectual property rights for a learning activity, with the explicit agreement of the CA, it must take all necessary steps to uphold those rights, including making all payments relating to licences and royalties. In the event of litigation in this respect, the contractor will take full responsibility for any damage to third parties without any recourse against the CA.

Any provision of services may be filmed, recorded and posted online for distribution to all the CA's staff.

The ways in which the results of the FWC may be exploited are listed in Article I.10 of the FWC.

Intellectual property rules are governed by Articles I.10 and II.13 of the FWC.

2.5 Approval of documents and contents of training intervention, training materials

All training documents and materials relating to a planned course, must be submitted to the contracting authority for approval, at least 4 weeks prior to the delivery of the course or the agreed distribution date to the participants, unless the initial request from the Contracting Authority was made with short notice (for example, less than 3 weeks' notice). In the latter case, submission and follow-up actions (acceptance of materials as below) shall be made in line with the references in the requests for services.

The cost of any materials to be distributed to the participants will be included in the price of the training course. The training materials shall be in paper or electronic format, upon agreement with contracting authority and are the responsibility of the contractor to produce/print them.

Acceptance of the materials shall be undertaken by the EMSA project officer assessing the received deliverables. Indicatively, the PO can revert with the required changes, within two weeks before course delivery. The contractor shall address the required changes within one week from the communication of the PO. Final acceptance shall be in the form of an official communication from the PO and needs to be finalised at least one week before the planned delivery of the course.

Final acceptance of the course delivery shall be made within one week after the course is completed. The contractor shall submit the diplomas and participation records. Upon EMSA acceptance, as indicated above, the contractor may invoice for the respective course.

2.6 Roles and responsibilities

The tenderer shall quote a team composed of:

LOT1: at least 5 suitable trainers & one project manager, and

LOT2: at least 3 suitable trainers & one project manager.

For each contract a project manager must be appointed by the contractor to manage the implementation of the main contract and the requests of the Contracting Authority (CA), with no additional costs for EMSA.

The project manager will be responsible for:

- Timely communication and contact with the CA and the trainers.
- Efficient financial and contractual arrangements (i.e., order forms, payments)
- Effective administrative arrangements (organisational support)
- Timely replacement of trainers at equivalent standards, in case of unavailability.

If a tenderer wishes to participate in both LOTs, the project manager can be the same, however a different team of trainers needs to be quoted for each individual lot.

Trainers - The following non-exhaustive list describes the main activities to be taken into consideration in relation to the performance of the services, design & development of Curricula and training delivery:

- The assessment of the level of pre-existing knowledge, skills, and competencies of the learners;
- Preparation of the training documents, including manuals and handbooks, procedures, methodologies, templates, questionnaires and surveys, and the like, schedule, training aids, relevant exercises, learning material, evaluation tools, etc. related to the training programmes;
- The design, development, and delivery of the curriculum. These services might entail, among other things:
 - Training Need Assessment;
 - Assessment of Existing Courses;
 - Curriculum Design and Development;
 - Curriculum Delivery;
 - Curriculum Review and Evaluation.
- In person and online training delivery; for the online - ensure appropriate facilities and equipment available for delivering the training.

2.7 Brokering training

The contractor may be asked to act as a training broker in order to broker training courses falling in the scope of the contract from other suppliers or employing contracted suitable instructors. In such cases, the contractor will be responsible for the quality of the provided material and the capabilities of those delivering the course, bearing in mind EMSA's overall implementation of the ISO Standards.

Courses brokered on behalf of EMSA would normally cover innovative and exploratory topics which may not be envisaged at the time of the signature of this FWC. Specifications for these activities will be tailored to cover the nuances of these topics which will be, in principle, falling under EMSA's mandate. The contractor shall assist EMSA in defining the requirements for the course to be brokered so that the contractor will be in a better position to identify the best-placed entity or individual instructor to deliver it. Such initial definition phase will include (but will not be limited to):

- Outlining course outcomes, learning objectives and assessment approaches;
- Outlining course syllabus and contents;
- Assessing the accessibility and availability of courses, being delivered face-to-face at EMSA premises or online (using EMSA's platforms and tools);
- Assessing the repeatability of contents and its distribution to different kinds of the audience;
- Assessing the possible relation with existing activities and tailoring contents to existing course catalogues.

The bidders shall demonstrate their capability to enter into the necessary arrangements with third party training providers that could be employed to offer additional training. In their proposals the bidders shall explain how they will manage negotiations, set up deals, and collate data for the provision of a brokered course, how will they plan and elaborate a course proposal on the basis of the initial definition described above and how they will ensure the quality of the brokered learning services.

When contracting brokered learning services, EMSA will assume the cost of the brokered services inclusive of the brokering fee applied by the contractor, which shall not exceed 10% of the training costs.

3. Contract management responsible body

EMSA Unit 4.1 in charge of Human Resources & Internal Support - will be responsible for managing the contract.

4. Project Planning

The following meetings are envisioned:

- Kick-off meeting: A kick-off meeting will be held in order to define the details of the services to be undertaken after the signature of the Framework Contract. The kick-off meeting shall take place at EMSA premises or online;
- Intermediate meeting(s): When deemed necessary by any of the parties of the Framework Contract, intermediate meetings may be held to discuss issues relevant to the implementation of the contract;
- Milestone meeting(s): Prior to the accomplishment of a major milestone (e.g. conclusion of a Specific Contract) a milestone meeting may be held to enable the contracting parties to discuss on the work accomplished and about future developments;
- Project Management meetings: such meetings may be organised at EMSA's request, to review the status of ongoing developments, discuss pending issues and analysing potential or actual bottle-necks, risks and specific situations that may affect the successful conclusion of the project.

EMSA and the Contractor may call for additional meetings if this should be deemed necessary for the better execution of the project. Meetings will normally be held in EMSA premises in Lisbon, Portugal, or using videoconferencing technologies. No separate expenses will be reimbursed to the Contractor regarding the attendance to meetings held outside the Contractor's premises.

5. Timetable

The estimated date for signature of the contract is September 2024.

Phase	Name	Description	Deadline
SIGN	Contract Signature	Signature of the FWC between the representative of the contractor and final EMSA's countersignature.	September 2024
KO	Kick-off Meeting	The kick-off meeting usually takes place during the second week from the signature of the FWC.	SIGN+2 weeks
SC1	First specific contract implementing the main contract	TBC	KO + end 2024

6. Estimated Value of the Contract

The maximum budget available for this procurement is EUR 140,000.00 excluding VAT.

The estimated values for the contracts resulting are as follows:

LOT 1 EUR 90,000.00 excluding VAT

LOT 2 EUR 50,000.00 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/16/2024** 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. However, EMSA may request the contractor to propose supplementary services to be ordered on the basis of a quote provided by the contractor as per Article I.4.3 of the FWC and point 1.2 of Annex I to the Financial Regulation².

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.

² Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

- 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

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.

Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu), and entities (not subcontractors) 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.

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).

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).

The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the [contract] [purchase order], 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 (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, 13.13 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 16.16 of these specifications;

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

12. Price

- a) Price must be quoted for Training services for the Maritime Sector (Lot 1) and Quality and Environmental Management Systems (Lot 2) and shall include all-inclusive unit prices for the services listed in Appendix III – Financial tender form. The prices quoted shall include the costs of any activities related to the performance of the services.
- b) Prices must be fixed amounts and non-revisable unless otherwise specified in the contract.
- 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

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

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 two times the annual value of the contract for each individual LOT (EUR 45,000.00 – Lot 1 and EUR 25,000.00 – Lot 2).

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), and the following evidence for the period mentioned above depending on the legal form:

- For Profit Organisations (whose primary goal is making a profit): copy of the profit & loss account and balance sheet for which accounts have been closed.
- For non-Profit Organisations (formed for the purpose of serving a public or mutual benefit other than the pursuit or accumulation of profits for owners or investors): copy of the statement of financial activities and statement of the financial position for which accounts have been closed.
- For Public sector entities (including public universities and international organizations), which according to the law of the country in which they are established are NOT required to publish balance sheets: extracts from their last two budgets (including the current one) as evidence of their average budget.
- For Individuals: provide extracts from any available documents (e.g. income tax returns) as evidence on their average income for the period mentioned above 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 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. Tenderer

The tenderer must have at least 3 years of previous experience in providing training services of similar modes (in-person, online and blended training), similar size of groups (around 15 participants), as well as in international & multicultural environments.

B. Team (trainers)

The contractor must ensure that the minimum number of trainers per Lot are quoted (refer to section 2.6);

The proposed trainers must have:

- University degree or relevant professional certification.
- At least 5 years of experience in development and delivery of training in the subject matter of the Lot for which they are proposed;
- Minimum C.1 (according to CEFR) command of written and spoken English, as English is the working language of EMSA.

- The trainers must have knowledge of ICT skills (ie., Teams, Zoom, etc.) to effectively deliver the course, especially when the course is delivered online.

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 not require an amendment to the Contract, however it will be subject to the Project Officer's prior verification and approval in writing, to make sure that the expert(s) added or replaced are of equivalent profile as the profile set out in the Tender Specifications.

14.5.2 Evidence

A. Tenderer

The tenderers shall provide a list of at least 3 projects/ contracts undertaken in the past 3 years. For each project/ contract, the tenderer shall specify the subject matter of the course/training, duration, amount, information on the delivery mode and audience (group size and type of environment).

B. Team (trainers)

The tender shall provide at least 5 CVs for Lot 1 and 3 CVs for Lot 2, substantiating the prerequisites in section 14.5.1 B above. The required level of experience shall be demonstrated with project/contract references in which the trainers have accumulated specific experience related to the subject matter of each lot.

15. Declaration of Honour (DoH)

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

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

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

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

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

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

16. Award criteria

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

1. Quality criterion 1 ($W_1 = 30\%$) - Quality of the scenarios

The tenderer shall provide with their offer a proposed scenario for a 2-days training course (for LOT1 - Maritime Search and Rescue (SAR) and for LOT2 - ISO 9001 Lead Auditor, only for evaluation purposes), to be prepared and delivered in a blended manner.

The first day of the 2-day training will be to acquire basic knowledge (10 participants in person delivery) and the second day to acquire advanced knowledge (15 participants, online delivery - the same group of 10 participants will attend the second part and, in addition, 5 more participants that already possess basic knowledge).

As a prerequisite to attend the second day, basic knowledge of the additional 5 participants needs to be assessed before they join.

The evaluation shall take into account the following elements:

- a. intended learning outcomes,
- b. course methodology and proposed methodology for the assessment of the level of pre-existing knowledge, skills, and competencies of the learners;
- c. schedule,
- d. presentation of training aids,
- e. relevant examples and exercises,
- f. learning materials and facilities and equipment available for delivering the training.
- g. evaluation tools.

2. Quality criterion 2 ($W_2 = 20\%$) – Quality of the service provision

The evaluation shall take into account the following elements: the proposed pedagogical approach, the structure and processes for the provision of services (e.g., minimum period required to design and deliver requested training courses and related materials) and procedures for business continuity (cancellation, postponement, substitution of trainers etc)

3. Quality criterion 3 ($W_3 = 20\%$) - Quality of the team

The evaluation shall take into account the following elements: team organisation, balance of profiles and breakdown of tasks per profile.

and the price criterion and associated weighting:

1. Price of the tender ($W_{Price} = 30\%$) – The price of the evaluation scenarios for each Lot (Appendix III Financial tender form – the sheet for the Lot the tenderer is bidding for) - The tenderers shall quote the price for the scenarios described under Quality criterion 1.

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 , and 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 60 % 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.

Appendices

Appendix I - List of available trainings Lot1

Appendix II - List of available trainings Lot2

Appendix III - Financial Tender form