

## **Tender specifications**

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

#### **Invitation to tender N° EMSA/OP/05/2016 for the Provision of a catering service for the European Maritime Safety Agency (EMSA) and for the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA)**

#### **1. Introduction**

The European Maritime Safety Agency (EMSA) was established under Regulation 1406/2002/EC, as amended, for the purpose of ensuring a high, uniform and effective level of maritime safety. More information is available at: <http://www.emsa.europa.eu>.

The European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) was established by Council Regulation (EEC) No. 302/93 of 8 February 1993, as recast by Regulation (EC) No. 1920/2006 of the European Parliament and of the Council of 12 December 2006. The EMCDDA is the central reference point for drug information in the European Union. More information is available at: <http://www.emcdda.europa.eu>

Both agencies are situated in Praça Europa, 1249-289 Lisbon (Portugal).

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

The European Maritime Safety Agency (EMSA) together with the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) are launching an invitation to tender in order to select a suitable service provider to supply catering services at the EMSA and the EMCDDA headquarters, Lisbon, Portugal (Cais do Sodré, 1249-289 Lisbon). The contractor shall provide catering services for EMSA in the EMSA building and the Loyola de Palacio Conference Centre (Lot 1) and catering services for the EMCDDA in the EMCDDA buildings (Relógio building and headquarters) and the Loyola de Palacio Conference Centre (Lot 2).

With this call for tender the EMSA and the EMCDDA aim to conclude two framework contracts covering catering services for both Agencies.

Tenderers may submit offers for one or both lots.

For the purpose of the evaluation, the tenderers are requested to fill in the price grids per lot using the annexed tables. The price grids contain all the most commonly used items regarding catering services.

However, the tenderers are invited to include in their offers a list of additional items which they will be able to provide if ordered.

Please note that the terms service provider, supplier and contractor are used interchangeably in the current document.

## **2.1 Services to be provided**

### **2.1.1 Lot 1: Framework contract managed by EMSA for the provision of catering services for EMSA operational events/meetings.**

- The main responsibility of the contractor is to provide healthy, balanced and tasty catering to the EMSA visitors and staff. The contractor should provide a nutritious and attractively presented selection of food and drinks which will encourage healthy food choices. The contractor should strive to optimise the use of water, energy and minimise waste reducing the environmental impact.
- The contractor shall provide coffee-breaks, lunches, dinners, and cocktails for meetings, trainings, conferences or other work related events organised at the EMSA headquarters, Loyola De Palacio Conference Centre or other venues.
- The contractor will provide the service staff, tables, chairs, cutlery and necessary items for the catering services.
- Please note that the below list of options are the main type of services that are normally requested and are set in order to evaluate the proposals in an equal manner. The contractor is welcome to provide other options in addition to these which could be ordered by EMSA if so wished.

#### **A) Coffee Breaks**

- Permanent coffee break 1: thermos flask of filter coffee (or similar option), tea, still water, cups, sugar and milk (price per person, delivered to the specified meeting room duration of 4 hours).
- Permanent coffee break 2: thermos flask of filter coffee (or similar option), tea, still water, biscuits and petit fours (four pieces per person), cups, sugar and milk (price per person, delivered to the specified meeting room duration of 4 hours).
- Permanent coffee break 3: thermos flask of filter coffee (or similar option), tea, fresh fruit juice, still and sparkling water, fresh fruit, biscuits and petit fours (four pieces per person), price per person, delivered to the specified meeting room, duration of 4 hours.
- Coffee break 1: thermos flask of filter coffee (or similar option), tea, fruit juice, still and sparkling water (price per person, delivered to the specified place) with a waiter attending the buffet for a duration of 30 minutes.

- Coffee break 2: thermos flask of filter coffee (or similar option), tea, fresh fruit juice, still and sparkling water, fresh fruit, biscuits and petit fours (four pieces per person) price per person, delivered to the specified place, with a waiter attending the buffet for a duration of 30 minutes.
- The biscuits and petit fours could be supplemented and alternated with slices of fresh cakes, mini pastries, mini sandwiches, fresh whole fruit, mini wraps, muffins and other similar options. This is especially important for meetings that last three to five days in order not to serve repetitive items.

## **B) Lunches/dinners**

- Sandwich buffet: Various sandwiches served on a selection of breads or wraps (estimated 3 sandwiches per person).  
Drinks: juices, soft drinks, waters, coffee and tea, dessert (price per person, delivered to the specified place).
- Buffet N° 1: various salads (at least three options), Various sandwiches served on a selection of breads or wraps, fruits or dessert.  
Drinks: juices, water, wine, soft drinks, beer/wine, coffee and tea (price per person, delivered to the specified place).
- Buffet N°2: One hot dish, various salads (at least three options), various sandwiches served on a selection of breads or wraps, fruits and dessert, different types of bread.  
Drinks: juices, water, wine, soft drinks, beer coffee and tea (price per person, delivered to the specified place).
- Buffet N°3: Two hot options, normally one meat and one fish, cold cuts, cheeses, fruits and regional desserts, different types of bread.  
Drinks: juices, water, wine, soft drinks, beer coffee and tea (price per person, delivered to the specified place).
- VIP Buffet: One soup, six types of different salads with specific dressings for each, cold cuts table including, cheese table with a range of Portuguese and international options, served with assorted types of bread and toasts, assorted vegetarian quiches or assorted pies, two main hot options, normally one meat and one fish, fruit salad, at least two different desserts.  
Drinks: juices, water, wine, soft drinks, beer/wine, coffee and tea (price per person, delivered to the specified place).
- VIP Lunch/Dinner: a sit down meal, the VIP meal should comprise of a starter, a main course, a dessert, coffee/tea and sweets, still and sparkling water and wines in harmony with the dishes. A precise description of the dishes on the menu should be presented. These dishes should be prepared from the finest and freshest products. They can be warm or cold. An additional vegetarian menu should be foreseen.  
Drinks: juices, water, wine, soft drinks, beer/wine, coffee and tea (price per person, delivered to the specified place).

### **C) Cocktails**

- Cocktail N° 1: Red and white wine, beer, Port wine, soft drinks, juices, water, salted nuts and crisps, finger food (price per person, delivered to the specified place). Standing cocktail.
- Cocktail N° 2: Red and white wine, beer, Port wine, soft drinks, juices, water, salted nuts and crisps, finger food, finger food / canapés (price per person, delivered to the specified place) Standing cocktail.
- Cocktail N°3: Sparkling wine (methode champagnoise or similar), red and white wine, beer, Port wine, soft drinks, juices, water, salted nuts and crisps, finger food, canapés. Standing cocktail.
- Cocktail N°4: same as above except larger quantity of food and dessert ('cocktail dinatoire,' equivalent to a full meal for participants).
- VIP Cocktail: high level sparkling wine (methode champagnoise or similar of high quality), good quality Port wines (white and red), whisky, gin, vodka (all of recognised brands), white and red wine, several types of beer, fresh fruit juices, waters, mixers, soft drinks, hot and cold canapés prepared from the finest and freshest products and to the extent possible using Portuguese cuisine and local products.

### **D) Waters on tables in meeting rooms**

- Waters N°1: Large water bottles 1.5 L of still water with coasters and glasses.
- Waters N° 2: Individual still water bottles (0.25 L) (1 of each per participant), coaster, glass.
- Waters N°3: Individual water bottles of still and sparkling waters (0.25L) (1 of each per participant), coaster, glass and sweets/mints set on the meeting table.

### **E) Extra Service staff and rental of tables, chairs, table cloths, napkins**

Should the need arise, the contractor shall make the following available to the Agency:

- Extra service staff. Such staff must be dressed appropriately for the event they are catering.
- Rental of tables, chairs, tablecloths, napkins and any other necessary items per person.

A sample price list of the proposed products to be offered should be provided, using the table EMSA Catering Service Price List – Lot 1, annexed to these Tender Specifications.

The price list includes the most commonly ordered meals and will be used for evaluation purposes.

#### **2.1.2 Lot 2: Framework contract managed by the EMCDDA for the provision of catering services for the EMCDDA events/meetings.**

- The main responsibility of the contractor is to provide healthy, balanced and tasty catering to the EMCDDA staff and visitors. The contractor should provide a nutritious and attractively presented selection of food and drinks which will encourage healthy food choices. The contractor should

strive to optimise the use of water, energy and minimise waste reducing the environmental impact.

- The contractor shall provide coffee-breaks, lunches, dinners, and cocktails for meetings, trainings and conferences organised at the EMCDDA headquarters or other venues.
- The contractor will provide the service staff, tables, chairs, cutlery and necessary items for the catering services.
- Please note that the below list of options are the main type of services that is requested and are set in order to evaluate the proposals in an equal manner. The contractor is welcome to provide other options in addition to these.

#### **A) Coffee Breaks**

- Permanent coffee break 1: thermos flask of filter coffee (or similar option) still water, cups, sugar and milk (price per person, delivered to the specified meeting room duration of 4 hours).
- Permanent coffee break 2: thermos flask of filter coffee (or similar option) still water, biscuits and petit fours (four pieces per person), cups, sugar and milk (price per person, delivered to the specified meeting room duration of 4 hours).
- Permanent coffee break 3: thermos flask of filter coffee (or similar option), tea, fruit juice, still and sparkling water, biscuits and petit fours (four pieces per person), price per person, delivered to the specified meeting room, duration of 4 hours.
- Coffee Break 1: thermos flask of filter coffee (or similar option), tea, fruit juice, still and sparkling water (price per person, delivered to the specified place) with a waiter attending the buffet for a duration of 30 minutes.
- Coffee break 2: thermos flask of filter coffee (or similar option), tea, fresh fruit juice, still and sparkling water, biscuits and petit fours (four pieces per person) price per person, delivered to the specified place, with a waiter attending the buffet for a duration of 30 minutes.
- The biscuits and petit fours could be supplemented and alternated with slices of fresh cakes, mini pastries, mini sandwiches, fresh whole fruit, mini wraps, muffins and other similar options. This is especially necessary for meetings that last three to five days in order not to serve repetitive items.

#### **B) Lunches/dinners**

- Sandwich buffet: Various sandwiches served on a selection of breads or wraps (estimated 3 sandwiches per person).  
Drinks juices, soft drinks, waters, coffee and tea, dessert (price per person, delivered to the specified place).
- Buffet N° 1: various salads (at least three options), Various sandwiches served on a selection of breads or wraps, fruits or dessert.

Drinks: juices, water, wine, soft drinks, beer/wine, coffee and tea (price per person, delivered to the specified place).

- Buffet N°2: One hot dish, various salads (at least three options), various sandwiches served with on a selection of breads or wraps, fruits and dessert, different types of bread.  
Drinks: juices water, wine, soft drinks, beer coffee and tea (price per person, delivered to the specified place).
- Buffet N°3: Two hot options, normally one meat and one fish, cold cuts, cheeses, fruits and regional desserts, different types of bread.  
Drinks: juices water, wine, soft drinks, beer coffee and tea (price per person, delivered to the specified place).
- VIP Buffet: One soup, six types of different salads with specific dressings for each, cold cuts table including, cheese table with a range of Portuguese and international options, served with assorted types of bread and toasts, assorted vegetarian quiches or assorted pies, two main hot options, normally one meat and one fish, fruit salad, at least two different desserts.  
Drinks: juices, water, wine, soft drinks, beer/wine, coffee and tea (price per person, delivered to the specified place).
- VIP Lunch/Dinner: a sit down meal, the VIP meal should comprise of a starter, a main course, a dessert, coffee/tea and sweets, still and sparkling water and wines in harmony with the dishes. A precise description of the dishes on the menu should be presented. The contractor shall endeavour to prepare these dishes from the finest and freshest products available. They can be warm or cold. An additional vegetarian menu should be foreseen.  
Drinks: juices, water, wine, soft drinks, beer/wine, coffee and tea (price per person, delivered to the specified place).

### **C) Cocktails**

- Cocktail N° 1: Red and white wine, beer, Port wine, soft drinks, juices, water, salted nuts and crisps, finger food (price per person, delivered to the specified place). Standing cocktail.
- Cocktail N° 2: Red and white wine, beer, Port wine, soft drinks, juices, water, salted nuts and crisps, finger food, finger food / canapés (price per person, delivered to the specified place) Standing cocktail.
- Cocktail N°3: Sparkling wine (methode champagnoise or similar), red and white wine, beer, Port wine, soft drinks, juices, water, salted nuts and crisps, finger food, canapés. Standing cocktail.
- Cocktail N°4: same as above except larger quantity of food and dessert ('cocktail dinatoire,' equivalent to a full meal for participants).
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prepared from the finest and freshest products and to the extent possible using Portuguese cuisine and local products.

**D) Waters on tables in meeting rooms**

- Waters N°1: Large water bottles 1.5 L of still water with coasters and glasses.
- Waters N° 2: Individual still water bottles (0.25 L) (1 of each per participant), coaster, glass.
- Waters N°3: Individual water bottles of still and sparkling waters (0.25L) (1 of each per participant), coaster, glass and sweets/mints set on the meeting table.

**E) Extra Service staff and rental of tables, chairs, table cloths, napkins**

Should the need arise, the contractor shall make the following available to the Agency:

- Extra service staff. Such staff must be dressed appropriately to the event they are catering.
- Rental of tables, chairs, table cloths, napkins and any other necessary items per person.

A sample price list of the proposed products to be offered should be provided, using the table EMCDDA Catering Service Price List – Lot 2, annexed to these Tender Specifications.

The price list includes the most commonly ordered meals and will be used for evaluation purposes.

**2.2 General conditions for both Lots**

- Tenderers should draft their tender on the basis of the understanding that only limited facilities will be available at the Agencies for preparation of food and drinks for events, therefore all such preparation must be done ahead of time at the contractor's own premises and delivered to the Agencies.
- The contractor has to provide dishes, cutlery, glasses and napkins for the catering services in sufficient numbers. Disposable items shall in principle not be used. The contractor is recommended to use environmental friendly products and procedures.
- The contractor shall meet all applicable requirements imposed by national law or regulations (whether statutory, regulatory or otherwise) relating to the provision of such services. The contractor shall be responsible for making the appropriate insurance arrangements for its staff.
- The contractor shall assume total responsibility for the behaviour and performance of contracted staff. In this regard, all of the contractor's staff who shall provide services under the contract shall be asked to sign a declaration acknowledging the ethical standards to be observed.
- The contractor shall respect all implemented security rules for the EMSA and EMCDDA headquarters and the Palacete buildings. The contractor shall meet with the security officers of EMCDDA and EMSA in order to provide all necessary information regarding the registration of all staff that will circulate between buildings. Regular appointments may be scheduled in view of monitoring the daily

operations. The contractor shall coordinate any deliveries in accordance to security rules implemented for both Agencies.

- The contractor shall provide adequate staff for catering services, including a Manager/Supervisor, who speaks English in order to communicate with the EMSA and EMCDDA contract management team. Staff providing the catering services have to speak an adequate level of English.
- The contractor shall make sure the rules set out in the Agreement of the Trade Unions of Hotel and Restaurant workers are respected (Boletim do Trabalho e Emprego, N°25, 8/7/2009).
- The contractor shall be responsible for the organisation and updating of relevant files (including company invoices, employees' contracts, salary receipts, cash desk reports, etc.) and to present these files to EMSA and EMCDDA upon request.

### **2.3 Tasting session**

A tasting session to taste certain of the catering options mentioned under section 2.1.1 and 2.1.2 will be conducted for those tenderers that have passed the selection criteria. The tasting session is foreseen to take place during the month of September 2016 and the tenderers will be informed about the dates and schedule in due time.

### **3. Contract management responsible body**

Lot 1: The European Maritime Safety Agency: Unit A.1 in charge of Human Resources & Internal Support will be responsible for managing the contract.

Lot 2: The European Monitoring Centre for Drugs and Drug Addiction: ADM unit – Infrastructure and Logistics - will be responsible for managing the contract.

### **4. Project Planning**

On a regular basis, meetings will be organised between the Agencies and the service provider in order to evaluate the quality and implementation of the provided services.

### **5. Timetable**

Lot 1: Framework Contract implemented through individual order forms for catering services for EMSA events. The estimated date for signature of the contract is September 2016 with the provision of services to begin in February 2017.

Lot 2: Framework Contract implemented through individual order forms for the provision of catering services for EMCDDA events. The estimated date for signature of the contract is September 2016 with the provision of services to begin in January 2017.

The above-mentioned Framework Contracts will be initially awarded for a duration of 12 months, with possible renewal up to 3 times, each renewal shall have a maximum duration of 12 months. Termination of



the contract by the service provider will be subject to a notice period of six months. The implementation of the contracts may not start before the date on which the contracts enter into force.

After the signature of the contracts, kick-off meeting will be held with EMSA and EMCDDA respectively, in order to settle all the details. It is expected that the manager of the contractor, responsible for the service, will be present at the meeting.

## **6. Value of the Contract**

The maximum budget available for each Agency for the maximum duration of 4 years per each contract is as follows:

LOT	Agency	Ceiling
Lot 1	EMSA	500.000 EUR
Lot 2	EMCDDA	80.000 EUR

## **7. Terms of payment**

Lot 1: for the provision of catering services: payments shall be issued in accordance with the provisions of the draft framework contract for Lot 1.

Lot 2: for the provision of catering services: payments shall be issued in accordance with the provisions of the draft framework contract for Lot 2.

## **8. Terms of contract**

In drawing up a bid, the tenderer should bear in mind the terms of the draft framework contracts available on the Procurement Section under the call to tender EMSA/OP/05/2016 on the EMSA website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

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

## **9. Financial guarantees**

n/a

## **10. Sub-contracting**

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the tenderer.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria<sup>1</sup>. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

## **11. Requirements as to the tender**

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 14.5 and 15 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.

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 (Joint Offers) he shall indicate it in his offer by completing the form "Information regarding joint offers and subcontracting".

The tender must be presented as follows and must include:

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

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

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

Tenderers are exempt from submitting the Legal Entity Form and Financial Form requested if such a form has already been completed and sent either to EMSA or any EU Institution previously. In this case the tenderer should simply indicate on the cover letter the bank account number to be used for any payment in case of award.

**Part A:** all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the points **13, 14.2 and 14.6** of these specifications (part of the Exclusion criteria)

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<sup>1</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.

**Part B:** all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the Selection criteria) set out under point **14.4** of these specifications;

**Part C:** all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under point **14.5** of these specifications.

**Part D:** all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Award Criteria** set out under point **15** of these specifications;

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

## **12. Price**

a) Prices for the provision of a catering service for the European Maritime Safety Agency (EMSA) and for the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) shall be presented in the form of the price lists as identified in sections 2.1.1 and 2.1.2.

b) Prices must be quoted in Euro.

c) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.

d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA and the EMCDDA are exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002 as amended and to EMCDDA pursuant to Council Regulation (EEC) No. 302/93, as recast by Regulation (EC) No. 1920/2006 of the European Parliament and of the Council. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

## **13. Joint Offer**

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid.

Each member of the consortium must provide the required evidence for the exclusion and selection criteria. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

If awarded, the contract will be signed by the person authorised by all members of the consortium. Tenders from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

#### **14. Information concerning the personal situation of the service provider and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required**

##### **14.1 Legal position – means of proof required**

When submitting their bid, tenderers are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available on the Procurement Section (Legal Entity Form) on the EMSA Website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

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

To be eligible to participate in this contract award procedure, a tenderer must not be in any of the following exclusion situations:

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract ;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
  - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii. entering into agreement with other persons with the aim of distorting competition;
  - iii. violating intellectual property rights;
  - iv. attempting to influence the decision-making process of the contracting authority during the award procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure ;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
  - i. fraud
  - ii. corruption
  - iii. participation in a criminal organisation
  - iv. money laundering or terrorist financing
  - v. terrorist-related offences or offences linked to terrorist activities

- vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it is subject to a final judgement or a final administrative decision establishing that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
  - i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
  - ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
  - iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
  - iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

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

14.3.1 Requirements: The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.

The tenderer must be enrolled in a relevant professional or trade register.

The tenderer must hold a particular authorisation proving that it is authorized to perform the contract in its country of establishment.

14.3.2 Evidence:

Extract from relevant professional or trade register.

Authorisation to perform the contract in the country of establishment.

#### **14.4 Economic and financial capacity – Selection criteria**

##### **14.4.1 Requirements:**

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

##### **14.4.2 Evidence:**

###### For lot 1 (EMSA):

- Financial statements for the last three years for which accounts have been closed.
- Statement of overall turnover and turnover relating to the relevant services for the last three financial years.
- Tenderers are exempt from submitting the documentary evidence if such evidence has already been completed and sent to the Agencies for the purpose of another procurement procedure and still complies with the requirements. In this case the tenderer should simply indicate on the cover letter the procurement procedure where the evidence has been provided.
- If, for some exceptional reason which the Agencies consider justified, a tenderer is unable to provide one or other of the above documents, he may prove his economic and financial capacity by any other document which the Agencies consider appropriate. In any case, the Agencies must at least be notified of the exceptional reason and its justification in the tender. The Agencies reserve the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

###### For lot 2 (EMCDDA):

- To prove their financial and economic capacity, tenderers are requested to submit, with their tender, the 'Financial Capacity Form', available on the Procurement Section on the EMCDDA Website ([www.emcdda.europa.eu](http://www.emcdda.europa.eu)), for the last 3 financial years (one form for each year) for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the tenderer is established.

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

Requirement: The tenderer must have technical and professional capacity to perform the contract. The tenderers shall provide evidence of expertise in the field of catering services.

Evidence: Tenderers are required to provide:

- a list of the main clients for which they provided catering services in the past 3 years with correspondent dates and customers with the indication if they are private or public;
- proven experience in setting up and managing procedures to ensure the quality of the services to be provided, in particular, the applicable rules and procedures concerning hygiene, health and security aspects (minimum 3 years);
- qualification and experience of the chef (minimum 3 years);
- qualification and experience of the manager (minimum 3 years);
- if applicable, a list of sub-contracting companies and a description of the responsibilities.

#### **14.6 Evidence to be provided by the tenderers**

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

Please note that **upon request** and within the time limit set by EMSA/EMCDDA the tenderer shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the tenderer or the natural or legal persons which assume unlimited liability for the debt of the tenderer:

For exclusion situations described in (a), (c), (d) or (f) of point 14.2 above, 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 situation described in (a) or (b) of point 14.2 above, production of recent certificates issued by the competent authorities of the State concerned 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.

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

When the tenderer to be awarded the contract has already submitted relevant evidence to EMSA or EMCDDA, as appropriate, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the tenderer is required to submit a statement confirming that its situation has not changed.

#### **15. Award criteria for Lot 1 and Lot 2**

The evaluations will be carried out separately for each lot. Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contracts will be awarded to the tenderers who submit the most economically advantageous bids (the ones with the highest score) based on the following quality criteria and their associated weightings:

1. **Quality criterion 1** ( $W_1 = 20\%$ ): quality of the products proposed, based on a description of the products mentioned in the offer, any other product proposed as alternative and tasting session.
2. **Quality criterion 2** ( $W_2 = 10\%$ ) variety of products offered based on a description of the products mentioned in the offer and any other product proposed as alternative.
3. **Quality criterion 3** ( $W_3 = 10\%$ ) staffing arrangements based on a description of the specific staffing arrangements foreseen to provide the services in this contract.
4. **Quality criterion 4** ( $W_4 = 5\%$ ): quality and design of dishes, cutlery, glasses, technical equipment, tools and materials offered based on a description of the items foreseen to be used as mentioned in the offer.
5. **Quality criterion 5** ( $W_5 = 5\%$ ): description of environmental considerations, notably waste avoidance and recycling arrangements based on a description of the measures to address such considerations for the specific services procured in this contract.

and the price criterion and associated weighting:

6. **Price of the bid** ( $W_{Price} = 50\%$ ) on the basis of the 'grand total' of the prices provided in Annex I following the application of the weighting factor to the total of each category of services (respectively for each lot).

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion.

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion  $i$  is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is



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

Only bids that have reached a minimum of 60 % for each quality criterion will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only bids that have reached a minimum of 60 % for the score  $S$  will be taken into consideration for awarding the contract.

#### **16. 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 where this entails a distortion of competition that cannot be remedied otherwise.

#### **17. Intellectual Property Right (IPR)**

Please consult the contract for IPR related clauses.

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

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

#### **18. Special negotiated procedure under Article 134(1)(e) RAP**

EMSA or EMCDDA may at a later stage exercise the option to increase the estimated value of the contract via negotiated procedure with the successful tenderer in accordance with Article 134(1)(e) of the Rules of Application to the Financial Regulation.