

Tender Specifications

Attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/11/2019 for Express mail courier 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.

2. Objective, scope and description of the contract

The aim of this call for tenders is to conclude a service contract with an express mail courier company to provide the services described below. The main destinations of EMSA mailings are within Europe, without however excluding destinations in the rest of the world.

2.1 Description of the services

EMSA requires the following services to be carried out by the Contractor:

- a) Collection to be made by 16h30 on the day of the request.
- b) Shipping of documents and promotion materials.
- c) Organisation and surveillance of the transport.
- d) Mail delivery to the entire world, in the following order of preponderance: EU Member States, Iceland and Norway, other destinations.
- e) Organise and deal with import-export customs clearance to/from destinations outside the EU.

2.2 Nature of EMSA mail and packaging

- a) Nature of the mail

The vast majority of the mail will consist of paper documents, such as reports.

- b) Goods excluded

EMSA mail is compliant with ADR & IATA Regulations.

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.).

c) Dimensions and maximum weights

For parcel services, the tenderer should indicate the weight and size limits within which they can offer the service.

d) Estimated weight distribution of letters and parcels

The weight distribution of EMSA express mail is estimated as follows²:

- Light weighted letters (approx. 0 to 0,5 Kg): 20%
- Heavy letters (approx. 0,5 to 1 Kg): 50%
- Light-weighted parcels (approx. 1 Kg to 5 Kg): 10%
- Heavy parcels (5 Kg and more): 20%

e) Packaging

Standard packaging for items as described in point 2.2.d shall be provided by the contractor, free of charge, for daily use. The contractor shall also supply protective water-proof bags, cartons and material to be used for heavier parcels. Upon entering into force of the contract, the contractor shall supply EMSA with sufficient packaging and shipping documents for the first year, and the same applies at the beginning of each contract renewal.

f) Destinations covered by the service

A detailed and exhaustive list of the countries covered by the express courier services must be provided in the tender. Countries that are not covered by the express courier services must be clearly indicated.

g) Insurance

The contractor shall provide:

- an insurance coverage for special deliveries on the basis of the goods value;
- an insurance for lost parcels;
- an insurance for delayed delivery (i.e. delivery beyond the delivery times detailed below under point 2.3).

The tenderer shall detail the range of offered insurance in its tender.

2.3 Execution of the services

a) Maximum delivery times

² These figures are given as an indication and bind EMSA in no way whatsoever.

The required delivery times are as follows:

- Not more than 24 hours for European destinations (EU 28 + European countries outside EU)
- Not more than 48 hours for destinations in the US and Canada
- Not more than 72 hours for all other destinations
- The delivery times for difficult and remote destinations should be indicated on a case-by case by the tenderer in his bid.

b) Collection

The collection of mail shall be made by 16h30 of the request day, at the EMSA reception desk, in Praça Europa 4, Lisbon, Portugal. EMSA reserves the right to modify the number and the days of collection with a prior warning of 5 working days. Exceptions to the rule, like bank holidays and closure of EMSA must be communicated from the contractor to EMSA and vice-versa on an annual basis.

c) Undeliverable post

Undeliverable post shall be returned to EMSA.

d) Claims

The tenderer shall indicate the procedure to claim for a lost, damaged or delayed shipment and insurance compensation.

e) Exceptional situations

In case of delay or non-delivery due to force majeure, the Contractor shall provide a report explaining the reasons.

2.4 **Booking system**

The Contractor shall provide an on-line booking system accessible through a login and a password and the EMSA Mail Handler must be able to print all transport bills. A detailed and clear description of the booking system is required in the tenderer's offer. In case of internet connection problems, EMSA must be able to send mail by fulfilling shipping documents on paper to be provided by the contractor.

2.5 **Tracking system**

The contractor shall provide a tracking system and indicate the tools to trace the shipment delivery status (on-line, via telephone or with other tools). A detailed and clear description of the tracking system is required in the tenderer's offer.

2.6 **Other required services**

The contractor shall provide monthly statistics of deliveries per destinations, weights, paid amounts.

3. Contract management responsible body

EMSA Unit A.1 in charge of Human Resources & Internal Support - will be responsible for managing the contract.

4. Project Planning

Not applicable.

5. Timetable

The estimated date for signature of the contract is December 2019. However, the contract is only expected to enter into force as from January 2020 for 12 months, automatically renewed up to 5 times for 12 months each time.

6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 120000 (one hundred and twenty thousand euro) excluding VAT.

7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Service Contract** available in the Procurement Section under the call to tender **EMSA/NEG/11/2019** on EMSA's website (www.emsa.europa.eu).

8. Terms of contract

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

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

9. Subcontracting

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 criteria³. 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.⁴ 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.

⁴ 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. 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 shall in particular include an English version of the documents requested under points 13.5 and 14 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.⁵

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) he shall indicate it in his offer by completing the form "Statement of Subcontracting / Joint Offer". This document is 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/purchase order, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure.
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu).
- c) **The Legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) 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 either to EMSA or any EU Institution. 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 tenders on the basis of the points 9, 12 and 13.2 of these specifications (exclusion criteria).

Part B: 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 C: Setting out prices in accordance with point 11 of these specifications].

11. Price

- a) Price must be quoted for Express mail courier services and shall include insurance and all services described in Point 2 and the full list of destinations and price options for each type of package.
- b) Prices must be fixed amounts and non-revisable unless otherwise specified in the contract.
- c) Prices must be quoted in euro.

⁵ 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).

- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, 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.

12. 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 criteria. The exclusion criteria will be assessed in relation to each economic operator individually.

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.

13. 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.

13.1 Legal position – means of proof required

When submitting their bid, tenderers are requested to complete and enclose the **Legal Entity Form** available on the Procurement Section of EMSA's website (www.emsa.europa.eu).

13.2 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.

13.3 Legal and regulatory capacity – Selection criteria

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

13.4 Economic and financial capacity – Selection criteria

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

13.4.1 Evidence

- a) Financial statements or their extracts for the last three years for which accounts have been closed.
- b) 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.

- c) 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 his economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

13.5 Technical and professional capacity – Selection criteria

The tender shall provide a single reference point (with e-mail and telephone number) dealing with EMSA and resolving any encountered problem during the whole duration of the contract. A back-up solution in case of absence must also be included.

14. Declaration of Honour (DoH)

Please note that the tenderer shall provide information with regards his 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 (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 candidate already submitted such evidence for the purpose of another procedure, provided 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.

15. Award criteria

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

1. Quality criterion 1 ($W_1 = 30\%$), **Quality of the methodology for implementation of the services described in 2.1 to 2.3 (description maximum 2 pages)**;
2. Quality criterion 2 ($W_2 = 10\%$), **Quality of the online booking system as described in 2.4 (description maximum 5 pages)**;
3. Quality criterion 3 ($W_3 = 10\%$), **Quality of the tracking system as described in 2.5 (description maximum 5 pages)**.

and the price criterion and associated weighting:

4. Price of the bid ($W_{price} = 50\%$ - price of the scenario (for evaluation purposes only)

Import			Export		
Destination	Weight	Price	Destination	Weight	Price
Canada	0,5 Kg		Spain	0,5 Kg	
Rep. Korea	1 Kg		Poland	1 Kg	
Russia	1,5 Kg		Norway	1,5 Kg	
USA	2 Kg		UK	2 Kg	
China	5 Kg		Italy	5 Kg	
Russia	7 Kg		USA	7 Kg	
Total Price Import			Total Price Export		
Total price of the bid (Total Import + Total Export)					

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

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

Only bids that have reached a minimum of 60 % for Q_1 , 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 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 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.

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 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 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.