

Lisbon, 05 MAR 2015

INVITATION TO TENDER N° EMSA/NEG/07/2015

(Negotiated procedure with minimum 3 candidates)

Dear Sir/Madam,

1. The European Maritime Safety Agency (EMSA) is launching an invitation to tender regarding the **secure destruction of data carriers, electrical equipment and furniture and document management related services.**
2. Tenderers who wish to submit an offer are invited to send a bid to the Agency before the 27th March 2015, 17h00 (Lisbon time). The offer should be duly signed by the authorised representative, scanned and submitted by e-mail to the following address: NEG072015@emsa.europa.eu. The size of the mail may not exceed 12 Mb per one email. Please note that an original hard copy of the offer including all accompanying documentation will be requested from the company to which the contract is awarded.
3. Tenders must be
 - signed by the tenderer or his duly authorised representative;
 - perfectly legible so that there can be no doubt as to words and figures;
4. Period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect shall be until 31/12/2015.
5. Submission of a bid implies full acceptance of the draft contract attached to this invitation to tender and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. These requirements are binding on the tenderer to whom the contract is awarded for the duration of the contract.
6. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of technical and professional capacity and the draft contract are available under the Procurement Section relevant to the present call to tender on the EMSA website at the following address: www.emsa.europa.eu
7. Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

At the request of the tenderer, EMSA may provide additional information solely for the purpose of clarifying the nature of the contract.

Any requests for additional information must be made in writing and sent to the following e-mail address: NEG072015@emsa.europa.eu.

EMSA is not bound to reply to requests for additional information made less than five working days before the deadline for submission of tenders.

EMSA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

Any additional information including that referred to above will be published on EMSA website in the Procurement section.

After the opening of tenders

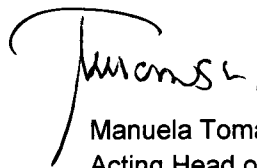
If clarification is required or if obvious clerical errors in the tender need to be corrected, EMSA may contact the tenderer provided the terms of the tender are not modified as a result.

In case of negotiated procedure, EMSA may negotiate with tenderers the offers they have submitted, in order to adapt them to the requirements set out in tender specifications or any additional document and in order to find the tender offering best value for money. During negotiations equal treatment of all tenderers will be ensured.

8. Public Procurement rules applying to calls for tender launched by EMSA are contained in the EMSA Financial Regulation under the Financial Regulation section on the EMSA website (www.emsa.europa.eu).
9. This invitation to tender is in no way binding on EMSA. EMSA contractual obligation commences only upon signature of the contract with the successful tenderer.
10. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
11. Once EMSA has opened the tender, the document shall become the property of EMSA and it shall be treated confidentially.
12. Tenderers will be informed of the outcome of this procurement procedure by email or fax. It is the tenderers' responsibility to provide a valid email address and fax number together with your contact details in your tender offer and to check it regularly.

13. If your offer includes subcontracting, it is recommended that contractual arrangements with subcontractors include mediation as a method of dispute resolution.
14. Processing your reply to the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Head of Unit A.2 - Legal, Financial & Facilities Support. Details concerning processing of your personal data are available on the privacy statement "Information on personal data protection in procurement procedures" at: <http://www.emsa.europa.eu/about/personal-data-protection.html> Tenderers will be informed by the Agency whether or not their bids have been accepted.
15. Your personal data may be registered in the Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on: http://ec.europa.eu/budget/library/explained/management/protecting/privacy_statement_ced_en.pdf)

Yours faithfully,



Manuela Tomassini
Acting Head of Department
Corporate Services

Tender Specifications attached to the Invitation to tender

Invitation to tender N° EMSA/NEG/07/2015 for Destruction of data carriers, electrical equipment and furniture and document management related services

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation 1406/2002/EC of the European Parliament and of the Council to contribute to the enhancement of European maritime safety.

Among its tasks, the Agency needs to ensure the efficient internal functioning of the organization; in this scope it is important to find appropriate companies to assure the destruction of different types of materials no longer in use in the Agency, and to prepare future options in terms of archiving needs.

2. Objective, scope and description of the contract

The scope of the procurement is to contract services of secure destruction of data carriers, electrical equipment and furniture and document management related services. Services required include:

- 1) The confidential and secure off-site destruction of data carriers of any type (e.g. paper documents, CDs/DVDs, ID cards, diskettes, hard drives, chip cards, memory sticks, etc.).
- 2) The secure off-site destruction of electrical equipment and any related components or accessories (e.g. electrical office equipment, printing and mailing equipment, telecommunications equipment, including fixed and mobile phones, fax machines, audio-visual equipment, security and monitoring equipment, computer equipment, including CPUs, monitors, laptops, chip card readers, cables, components and other hardware, printers, scanners, etc.)
- 3) The secure off-site destruction of damaged furniture (e.g. office chairs, desks, cupboards, etc.), kitchen appliances (microwaves, refrigerators, electrical kettles, washing machines, etc.) and movable partitions.

Secure destruction is hereby referred to as complying with the EN 15713 standard on Secure Destruction of Confidential Material and the DIN 66399.

For each collection consignment a Certificate of Destruction must be issued, from which it must be possible to track and identify date of collection, the details and number of items destroyed, the date and conditions of destruction.

- 4) Consultancy in archive and document management, including auditing and proposal of possible solutions, adequate to EMSA's reality and conditions.
- 5) On site archive and document management services, such as
 - Collection, reception, checking, sorting, embedding and filing of documents;
 - Registration and data management;
 - Data entry;
 - Creation and Management of Processes in paper or digital format;
 - General Administrative Support;
 - Document Scanning

The Agency estimates that the majority of the requests under the Framework Contract will be referring to services under points 1, 2 and 3.

Bidders are invited to offer their full catalogue of services under point 4 and 5 for future reference.

3. Contract management responsible body.

The European Maritime Safety Agency – Unit A.2.3, in charge of Facilities Support– will be responsible for managing the contract.

4. Project Planning

Not applicable

5. Timetable

The estimated date for signature of the contract is April 2015.

6. Value of the Contract

The maximum budget available for this contract is 20 000 (twenty thousand) Euro excluding VAT.

7. Terms of payment

Payment 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/07/2015 on the EMSA website at the following address: www.emsa.europa.eu

8. Terms of contract

In drawing up a bid, the tenderer should bear in mind the terms of the draft framework service contract.

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

9. Subcontracting

If the tenderer intends to either sub contract 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. (NB: 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 criteria¹. 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.

10. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. The working language of the Agency is English. Bids must include an English version of the documents requested under point 13.4 & 14 of the present tender specifications.

The tenderer shall complete the Tenderer's checklist.

If the tenderer intends to either sub contract part of the work or realise the work in co-operation with other partners (Joint Offers) he shall indicate in his offer by completion of 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.

¹ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

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

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

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 **9, 12, 13.2 and 13.3** 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 **Technical and professional capacity** (part of the Selection Criteria) set out under point **13.4** 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 **Award Criteria** set out under point **14** of these specifications;

Part D: setting out **prices** in accordance with **point 11** of these specifications.

11. Price

- The tenderer shall provide a catalogue of services with prices for all services referred to in point 2 of this document
- Price must be quoted for secure destruction of data carriers and document management related services and shall include:
 1. Containers for the transportation of confidential data carriers of any type to be destroyed off site including the issuing of the corresponding Certificate of Destruction – prices for all sizes available
 2. Containers for the transportation of electrical equipment and any related components or accessories to be destroyed off site including the issuing of the corresponding Certificate of Destruction – prices for all sizes available
 3. Containers for the transportation of furniture to be destroyed off site including the issuing of the corresponding Certificate of Destruction – prices for all sizes available
- Prices must be fixed amounts and non-revisable.
- Prices must be quoted in euro.
- 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 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.

13. Information concerning the personal situation of the service provider and information and formalities necessary for the evaluation of the minimum 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 on the EMSA Website at the following address: www.emsa.europa.eu.

13.2. Grounds for exclusion – Exclusion criteria

To be eligible to participate in this contract award procedure, tenderers must not be in any of the following exclusion grounds:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

13.3. 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) shall be completed and signed.

13.4. Technical and professional capacity – Selection criteria

Requirements:

- Alvará de Licenciamento para a Realização de Operadores de Gestão de Resíduos
- Registration in the portuguese 'Sistema Integrado de Registo Eletrónico de Resíduos (SIRER)'
- Compliance with EN 15713 standard on Secure Destruction of Confidential Material
- Compliance with the DIN 66399
- Minimum 5 years' experience in the areas requested

Evidence:

- Copy of the 'Alvará de Licenciamento'
- Proof of registration in SIRER
- Declaration of the tenderer regarding compliance with EN 15713 standard and the DIN 66399
- List of main clients of the last 5 years

14. Award criteria

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

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 ($W_1 = 25\%$) – Response times to the scenario defined in point 14.3
 2. Quality criterion 2 ($W_2 = 5\%$) – Range of services offered under points 2.4) and 2.5)
- and the price criterion and associated weighting:
3. Price of the bid ($W_{Price} = 70\%$). The price of the bid shall be calculated based on the following scenario:

- a) Price for the pick-up and destruction of 100kg of paper
- b) Price for the pick-up and destruction of 10 laptops, 15 LCD 17" monitors and 5 laserjet printers
- c) Price for the pick-up and destruction of 30 office chairs

Price of the bid = a) + b) + c)

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 50% for Q_1 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.

15. Contracts will not be awarded to tenderers who during the procurement procedure:

- (a) are subject to a conflict of interest

- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

16. False declarations

Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations concerning situations referred to in points 12 and 13 above or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure or grant shall be subject to administrative and financial penalties set out in Article 145 of Commission Delegated Regulation of 29.10.2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

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 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.