

Enclosure 1 - Tender specifications
Attached to the Invitation to tender N° EMSA/OP/05/2015
for the supply of specialised oil pollution response equipment

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1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation 1406/2002/EC for the purpose of ensuring a high, uniform and effective level of maritime safety.

Among its tasks, EMSA received the mandate to “work with the Member States to support with additional means, in a cost efficient way, the pollution response actions in case of pollution caused by ships as well as marine pollution caused by oil and gas installations, when a request for assistance has been presented” (Art. 2 (3) d of Regulation (EC) No. 1406/2002 as amended).

EMSA's Action Plan for Oil Pollution Preparedness and Response (2004), as well as the Action Plan for Response to Marine Pollution from Oil and Gas Installations (2013), as updated by the annual Work Programmes, identify how to implement these tasks.

These documents are available on EMSA's website, www.emsa.europa.eu under 'Publications'.

2. Objective, scope and description of the contract

2.1 Overall objective

The primary objective of this open procedure is to conclude seven framework contracts for the supply to EMSA of selected oil pollution response (OPR) equipment systems for the performance of its at sea oil pollution response operations tasks as per point 1 above.

The supply of OPR equipment systems might include ancillary services such as transportation, commissioning of the equipment, training on its operation and performance of an Acceptance Test.

The equipment will have to be delivered by the suppliers in one of the European Union or European Free Trade Association (EFTA) countries identified by EMSA within each specific contract.

2.2 Scope of the work and division into lots

The open procedure is divided into seven lots, each of them addressing a different type of OPR system.

Tenderers may decide to submit an offer for one or more lots. Similarly, tenderers may submit more offers for one lot if these are for different technical solutions.

The technical requirements of each type of OPR system are described in the Annexes that form part of these specifications.

Lot No	Type of system	Reference for the technical description
1	Fire boom without cooling system	Annex 1
2	Inflatable fire boom with cooling system	Annex 2
3	High speed containment, decanting and recovery system (20-40 meters front opening)	Annex 3
4	High speed containment, decanting and recovery system (over 40 meters front opening)	Annex 4
5	Integrated containment and recovery system	Annex 5
6	Oil trawl nets	Annex 6
7	Portable dispersant spraying system	Annex 7

2.3 Specific requirements

For each type of equipment or lot the technical requirements are presented in the correspondent Annex (Annexes 1 to 7 to these Tender Specifications) alongside with the relevant selection and quality criteria as specified under points 14.5 and 15 below.

In each Annex a summary of the requirements is presented as introduction and detailed requirements are presented under each corresponding evaluation criterion, leaving a space for the tenderers to describe their offer or provide the specific documentation or information necessary for the evaluation.

A relevant description of the offer in view of the “Selection criteria” should be filled in by the tenders. Only tenders that comply with the exclusion criteria (point 14.2 of these specifications) and selection criteria (points 14.4 and 14.5 of these specifications) defined for each lot shall be evaluated in terms of quality and price.

Other requirements shall be taken into account for the evaluation of the tender when applying the quality award criteria that are set for each type of equipment in the same Annex. Tenders that comply with the requirements that are described in the section “Award criteria” shall be evaluated higher.

Tenders may include in their offers other ancillaries different from those considered necessary. Following the signature of the framework contract, EMSA may consider the purchase of these ancillaries. Where other ancillaries are offered, their prices shall be indicated (as per point 3 of Annexe 1 to 3). Nevertheless, these other ancillaries will not be considered for evaluation.

2.4 Description of the contract system

2.4.1 Framework supply contract

At the conclusion of this open procurement procedure EMSA intends to sign one individual framework supply contract for each of the seven lots with the successful tenderers (hereinafter referred to as “contractor”). For each lot the award will be done in accordance with the award criteria set in point 15 of this document.

The duration of each framework supply contract will be of four years. The signature of framework contracts does not constitute order per se and does not entail any obligation on the part of EMSA to purchase.

The framework supply contract will lay down the overarching legal, financial, technical and administrative provisions governing the relationship between EMSA and the contractor during the period of validity of the framework supply contract.

On own initiative or on request by EMSA, the Contractor might, if agreed by EMSA, update the items in the equipment and ancillaries list of supplies once a year to adjust to production changes in the models and their options at a price whose relationship to the prevailing market price for equivalent items remains constant. In updating its price list, prices may be reduced at any time, but never increased as indicated in Article I.2.5 of the framework supply contract.

Actual order will be placed after the framework supply contract has entered into force through specific contracts concluded upon EMSA initiative.

EMSA may decide either to purchase a whole system of OPR equipment or selected equipment components. Accordingly, EMSA will identify both type and number of components to be purchased in each specific contract.

The specific contracts will be in line with the conditions laid down in the relevant framework supply contract itself and will set the terms for the supply of the OPR equipment (i.e. time and place of delivery, and the exact number of equipment components). If it is requested by EMSA, in the specific contract the parties may also agree on the terms and conditions for the performance of ancillary services (i.e. on-site training service, commissioning of the equipment and Acceptance Test) to be executed after the delivery of the equipment.

2.4.2 Request for quotation

Before each specific contract is signed by both parties, EMSA will send a request for quotation to define the following terms and conditions that might form part of the specific contract:

- Cost to transport the equipment from the contractor's factory to the delivery place specified by EMSA in accordance with the price (EUR/Km) offered in the tender;
- Maximum number of weeks that are estimated for delivering the equipment from the moment the specific contract is signed;
- Request for pre-financing as per Article I.4.4 of the draft framework supply contract.

EMSA will set the quantity of the individual equipment components to be purchased in the Draft Order Summary that is attached to the request for quotation.

The contractor shall provide a reply within the maximum period of two weeks from the receipt of EMSA request. EMSA may decide to offer a specific contract within four weeks from the receipt of the quotation.

2.4.3 Testing, Reporting and Acceptance

For each specific contract, the contractor shall notify EMSA on the exact date and location of the Factory Acceptance Test (FAT) at least 4 weeks in advance. The contractor shall also provide EMSA with a schedule for the FAT indicating timing and sequence of testing.

During the test the equipment design, manufacturing and performance should be assessed. EMSA representative may witness the FAT. Following one week from the FAT, the contractor shall submit the Factory Acceptance Test Report and will provide with a detailed testing check list and drawings. If any discrepancies and/or non-conformities have been noted during the performance of the FAT, the contractor will report on them by filling in a Non Conformities List. If it is deemed appropriate, the FAT may be rescheduled at the date and time agreed by the parties.

Following the positive assessment of the FAT, the equipment shall be delivered at the time and place set by EMSA in the specific contract.

The parties will agree on the exact date for the delivery in the specific contract but the maximum delivery time shall not exceed six months from the signature of the specific contract by the contractor.

Conditioned to positive assessment of the FAT and following the receipt of the equipment at the delivery place set in the specific contract, EMSA, or a representative designated by EMSA, will verify that quantity, quality, price and packaging are conformed to the conditions indicated in the specific contract. If the conformity of the equipment is confirmed and no further ancillary services are foreseen in the specific contract, EMSA will issue the Certificate of Conformity within four weeks from the date of delivery.

If requested by EMSA, commissioning of the equipment, training service for the technicians designated by EMSA and performance of an Acceptance Test could be also part of a specific contract. In that case, commissioning of the equipment and training service shall take place within maximum two months from the delivery of the equipment. With regard to the performance of the Acceptance Test, this shall be organised within one month maximum from the date of the commissioning and training services.

Accordingly, the Certificate of Conformity will be issued upon acceptance of:

- Commissioning of the equipment,
 - On-site training service for the technicians designated by EMSA,
 - Acceptance Test to be conducted on board a vessel or at the place indicated by EMSA in order to assess the completeness and the performance of the equipment, and
 - Final technical Report, to be submitted by the contractor within two weeks from the date of the Acceptance Test.
- EMSA shall have four weeks from receipt to approve the report with or without comments or reservations. EMSA may decide to reject the report if any failure is noted during the performance of the test. The Acceptance Test may be rescheduled at the time and place agreed by the parties.

3. Contract management responsible body

The European Maritime Safety Agency – Unit C.1, in charge of Pollution Response Services – will be responsible for managing the contracts.

4. Project Planning

The seven framework contracts are planned to be signed for a period of four years.

The major milestones along with the execution of the framework contracts are shown in the table below:

Article in FWC	Event	Comment	Indicative time	Relevant documents from the contractor	Payment scheme
	Signature of the framework contracts by both parties	End of the open procedure	September 2015		
I.4.1	Submission of quotation to EMSA	The contractor will specify transportation cost and delivery time, and will indicate if the pre-financing will be requested	Within 2 weeks from receipt of EMSA request	Quotation	
I.4.1	Dispatch of two originals of specific contract to the contractor	Upon EMSA initiative and if the quotation has been accepted	Within 4 weeks from receipt of the quotation		
I.4.1	Return of specific contract to EMSA	The contractor will return two originals of specific	Within 2 weeks from its dispatch	Specific Contract	

		contract to EMSA signed and dated			
I.4.4	Invoice for pre-financing (and bank guarantee if applicable) to EMSA	On request EMSA will pre-finance up to 30% of the total value of OPR equipment	Within 30 days from receipt of invoice (and of bank guarantee if applicable)	Invoice for pre-financing (and bank guarantee if applicable)	Pre-financing 30%
I.4.1	Factory Acceptance Test (FAT)	Equipment design, manufacturing and operation to be assessed by EMSA representative	Place and time to be notified to EMSA at least 4 weeks in advance	FAT Report	
I.4.2	Delivery of the equipment	The contractor will deliver the equipment at the place and time agreed in the Specific Contract	Maximum delivery time is 6 months from signature of the specific contract by the contractor		
I.4.3 and I.4.5	<u>If applicable</u> , submission of the Final Technical Report	If commissioning, training and acceptance test are included in the specific contract	Within 2 weeks from the date of the Acceptance Test	Final Technical Report	
I.4.5	Certificate of Conformity issued by EMSA	Options: a) After delivery, if the equipment is found to be conform with the order, or b) After acceptance of the Final Technical Report, if ancillary services are included in the specific contract following the equipment delivery	Options: a) Within 4 weeks from equipment delivery, or b) Within 4 weeks from receipt of the Final Technical Report		
I.4.5	The contractor will send the invoice for payment of the balance	Upon receipt of the Certificate of Conformity	EMSA will pay within 30 days from receipt of the invoice	Invoice for balance payment	Balance payment

5. Timetable

The estimated date for signature of the framework contracts is September 2015.

6. Estimated Value of the Contracts

The maximum budget available for each lot which will result in a separate framework supply contract is 7,000.000 Euro excluding VAT, covering their four years duration. Nevertheless, EMSA does not expect to purchase equipment for the maximum amount under each lot.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the draft framework supply contract (enclosure 2 to the Invitation to Tender) available on the Procurement Section under the call to tender EMSA/OP/05/2015 on the EMSA website at the following address: www.emsa.europa.eu.

Following the signature of the specific contract, and if requested by the contractor, EMSA may pre-finance the OPR equipment in accordance with the rules set-up in Article I.4.4 of the draft framework supply contract.

Conditioned to the positive assessment of the FAT and following the receipt of the equipment at the delivery place set in the specific contract, EMSA will issue the Certificate of Conformity and will execute the payment of the balance in accordance with the provision set in Article I.4.5 of the framework supply contract.

The Certificate of Conformity is released within four weeks from the date of delivery upon positive verification that quantity, quality, price and packaging of the equipment are conformed to the conditions indicated in the specific contract.

In case ancillary services are foreseen in the specific contract, EMSA may reserve the right to condition the acceptance of the equipment and the issue of the Certificate of Conformity upon approval of:

- Commissioning of the equipment,
- On-site training service for the technicians designated by EMSA,
- Acceptance Test of the equipment, and
- Final Technical Report submitted by the contractor.

8. Terms of contract

In drawing up a bid, the tenderer should bear in mind the terms of the draft framework supply contract (enclosure 2 to the Invitation to Tender).

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. Financial guarantees

For specific contracts with a value of more than EUR 60,000 EMSA may, based on risk assessment, request the contractor to provide with a pre-financing guarantee equal to at least 30% of the total price of the specific contract. A model of the required pre-financing guarantee is included in Annex IV to the draft framework supply contract (enclosure 2 to the Invitation to Tender letter).

10. Sub-contracting

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.

11. 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 14.5 & 15.1 of the present tender specifications.

Only tenders that are submitted in accordance with the terms indicated in this point will be accepted for evaluation. Tenderers may decide to submit an offer for one or more lots. Similarly, tenderers may decide to propose different technical solutions for one specific lot. In this regard, each technical solution will be evaluated as different tender and must be presented in separate envelopes as per point 3 of the Invitation to Tender letter. In case a tenderer submits more than one offer (for different lots or within one lot) parts A, B and C below do not need to be resubmitted in each envelope/offer.

The tenderer shall complete Tenderer's checklist (Enclosure 4 to the Invitation to tender letter).

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 (Enclosure 3 to the Invitation to tender letter).

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

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.

The tenderer shall complete the Bid Template (Enclosure 5 to the Invitation to tender letter), which is divided in the following parts:

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.

Part A: all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the points 13, 14.2-14.3 of these specifications (part of the Exclusion criteria);

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(a) of these specifications.

Part D: Tenderers that are applying for one or more lots need to complete all the points in the relevant Annex to these specifications in order to assess the Selection Criteria (point 1), the Quality Criteria and Description of the Equipment (point 2) and the Price Offer Template (point 3). If a tenderer is submitting bids for different lots or different bids for one lot a separate part D of the tender is required for each.

12. Price

- Tenderers shall complete the list of prices in point 3 “Price Offer Template” of the Annex to these Tender Specifications corresponding to the lot(s) they would link to tender for. All price elements should be filled in. Failure to complete a price element may lead to the rejection of the offer.
- Prices must be quoted in Euro.
- Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. 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

14.2 Grounds for exclusion - Exclusion criteria

To be eligible for participating 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 Union financial interests;
- f) they have been the subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

14.3 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.

Please note that the tenderer to whom the contract is to be awarded shall provide additional proof evidencing eligibility.

- For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.
- For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are 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.
- For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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, 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 Contractor is required to submit a statement of confirmation that their situation has not changed.

14.4 Economic and financial capacity – Selection criteria

Requirements:

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

Evidence:

- Financial statements for the last three years for which accounts have been closed. In case the 2014 accounts have not yet been closed and/or published, management accounts will be submitted instead.
- 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 EMSA 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 EMSA considers 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 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 any other document enabling it to verify the tenderer's economic and financial capacity.

14.5 Technical and professional capacity – Selection criteria

To demonstrate their technical capacity tenderers must prove, for the lot they are applying to, the following:

- a) Experience in the field of OPR equipment manufacturing.
For that purpose the following evidences has to be submitted as part of the tender: a list of customers and projects concluded in the last five years encompassing delivery of OPR equipment, commissioning and on-site training service.

- b) Compliance with the selection criteria set in the Annex to these specifications relevant to the lot they are applying to.
For that purpose the equipment technical manual as well as other relevant evidences need to be provided (i.e. supporting documents and certificates).

15. Award criteria

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

For each specific lot, the contract will be awarded to the tenderer who submits the most economically advantageous bid (the one with highest score) based on the quality and price criteria as specified in the relevant Annex (Annex 1 for lot 1, Annex 2 for lot 2, etc....) and applying the following weights :

- Quality criteria (60%) which is subdivided into the individual quality criteria applying the following weights:
 - Quality criterion 1 ($W_1 = 25\%$)
 - Quality criterion 2 ($W_2 = 10\%$)
 - Quality criterion 3 ($W_3 = 5\%$)
 - Quality criterion 4 ($W_4 = 10\%$)
 - Quality criterion 5 ($W_5 = 20\%$)
 - Quality criterion 6 ($W_6 = 10\%$)
 - Quality criterion 7 ($W_7 = 5\%$)
 - Quality criterion 8 ($W_8 = 10\%$)
 - Quality criterion 9 ($W_9 = 5\%$)

- Price criteria (40%).

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion in the relevant Annex to these specifications.

To be considered for award, tenders will have to achieve a minimum of 60% for each of the quality criterion (from 1 to 8).

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 the individual quality criterion Q1, Q2, Q3, Q4, Q5, Q6 and Q7 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. 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.

17. 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 14 and 15 above or have been found to have seriously failed to meet their contractual obligations in an earlier procurement 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.

18. 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.