

Tender specifications

Attached to the Invitation to tender

Invitation to tender N° EMSA /OP/07/2015 for the Provision of Travel Agency Services for EMSA and EMCDDA

1. Introduction

European Maritime Safety Agency (EMSA)

The concept of a European Maritime Safety Agency (EMSA) as a regulatory agency originated in the late 1990s along with a number of other major European maritime safety initiatives. EMSA was established by Regulation (EC) No 1406/2002 as a major source of support to the Commission and the Member States in the field of maritime safety and prevention of pollution from ships, and subsequent amendments have refined and enlarged its mandate. More information about Agency, its structure and activities can be found on the EMSA website [http:// www.emsa.europa.eu](http://www.emsa.europa.eu). The current address is EMSA, Praça Europa 4, Cais do Sodré, 1249-206 Lisbon, Portugal.

European Monitoring Centre for Drugs and Drug Addiction (EMCDDA)

The European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) was established by Council Regulation (EEC) No. 302/93 of 8 February 1993 and it is one of the EU's decentralised agencies.

The EMCDDA exists to provide the EU and its Member States with a factual overview of European drug problems and a solid evidence base to support the drugs debate. Today it offers policymakers the data they need for drawing up informed drug laws and strategies. It also helps professionals and practitioners working in the field pinpoint best practice and new areas of research. More information about the Agency and its structure and activities can be found on the EMCDDA website <http://www.emcdda.europa.eu>. The current address is EMCDDA, Praça Europa 1, Cais do Sodré, 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 for Travel Agency Services for EMSA and EMCDDA.

2.1. With this call for tender EMSA and EMCDDA aim to conclude two contracts (two framework contracts) covering travel agency services for each Agency:

Lot 1 – EMSA and

Lot 2 - EMCDDA

Tenderers may apply to one or both lots. Should the tenderer decide to apply for both lots, it is to be noted that tenders shall be submitted separately, one tender for each lot. (Lot 1 – EMSA and Lot 2 EMCDDA).

2.2. The subject of this call for tender, set by taking into account the internal regulations in force in the Agencies, include the provision of the following services for EMSA (Lot 1) and EMCDDA (Lot 2):

- Provision of any information necessary for the organisation of a business trip: schedules, availability, companies, tentative prices including 'low cost' air fares, clear conditions for the use of the tickets, etc.;
- Issue of transport tickets and related services, including but not limited to, if necessary, hotel booking and/or issuance of hotel vouchers, car rental with full premium insurance (reservation and payment), rental of infrastructures for conferences and related services (technical equipment, interpretation booths, catering, local transport, etc.). The mentioned services are to be reserved and paid by the Travel Agency;
- Provide necessary information in relation to the organisation of seminars and business trips for groups of people: including but not limited to providing prices that take into account all the services requested, organisation of a social program, etc.;
- Supply proactively any needed technical assistance to the European Agencies in the course of negotiations/liaison with the concerned contractors or suppliers;
- Provide detailed and complete statistics including and analysing all the services requested.

For the purposes of ease of reading, those services will be referred to as 'travel agency services' further in these Tender specifications.

3. General provisions of the service

3.1. The services are to be performed by the contractor (travel agency) from EMSA premises and from its own premises: Lot 1 (as specified at point 7, Personnel of the travel agency).

The services are to be performed by the contractor (travel agency) from contractor's premises: Lot 2 (as specified at point 7 Personnel of the travel agency).

3.2. The travel agency services subject to these specifications shall be carried out in strict compliance with the national legislation of the Country where the travel agency is established and with the European Legislation on the matter.

3.3. The award of the contract is conditioned upon the possession by the contractor of the authorisations/permissions needed for the good execution of the contract. The travel agency shall inform EMSA (Missions Administrative Officer) and EMCDDA (Missions Administrative Officer) immediately if any authorisation/permission had been withdrawn, at any time in the course of the implementation of the contract.

Any change in the statutes of the travel agency, for example, absorption by or fusion with another company, will have to be communicated immediately and in writing to the European Agencies. If the conditions for implementation of the contract are not guaranteed any longer because of the mentioned changes or, if the latter were not transmitted in due time, the European Agencies reserve the right to terminate the contract in accordance with the relevant contractual provisions.

3.4. The services forming the subject of the contract concern exclusively business trips, related stays and other services, for the European Agency staff or stakeholders, requested by EMSA and EMCDDA within the framework of their official operations.

3.5. The services shall be provided in conformity with the internal regulations on business trips of each European Agency. A copy of rules applicable to EMSA and EMCDDA and Administrative Instructions governing all aspects of official business trips ordered, will be provided to the successful tenderer for full information and for guiding the latter's staff in the performance of their duties. Those, together with all other relevant instructions will be communicated to the contractor at the kick-off meeting at the latest.

3.6. The European Agencies reserve their right to address their requests for providing the services subject of this call for tender to other travel agencies, companies of transport, hotels or any other organisation/s, in alternative to the contract concluded with the travel agency.

3.7. The European Agencies reserve their right to conclude bilateral agreements with airline companies, rail companies and any other transport companies, as well as hotel and car rental companies.

The travel agency may use the prices resulting from the above-mentioned agreements (if any) to make the needed bookings, except if a lower price published or negotiated by the travel agency is made available. In no case will the travel agency be able to use the agreements concluded between the European Agencies and any other companies for other customers.

3.8. The travel agency will respect the procedures for bookings agreed upon with the European Agencies during the kick-off meeting.

3.9. The travel agency shall provide the European Agencies with any support and technical aid necessary to implement the contract in an optimal and effective way.

3.10. The travel agency will have to be ready to produce detailed statistics to be provided at least annually or at any other time upon request of the European Agencies taking into account all the transactions carried out on all types of services indicated in the subject of the contract during the period concerned. Data to be included in the above-mentioned statistics are specified in Appendix 6 to these specifications. Upon request from European Agencies, the travel agency will provide consolidated reports according to criteria determined by the European Agencies and the contractor before the beginning of implementation of the contract, on the basis of data contained in the statistics.

3.11. The European Agencies will, prior to contract signature, inform the staff of the travel agency appointed to handle requests for services from the European Agencies on the specificities of its payment system and on any other relevant issues which may be of importance for the successful implementation of

the contract. The travel agency commits itself to make available the applicable rules and Administrative Instructions to its staff and to also inform all new staff members as to ensure the provision of a high quality service.

4. Services

4.1. The travel agency shall provide as soon as possible (maximum within 2 hours from the request) to the European Agencies all the necessary services related to the organisation of a given trip, such as useful information relating to the trip, in particular the time schedules, any formalities to be fulfilled, prices, addresses of the booked hotels, if any, and if relevant, suggestions for hotels in the place of destination and within the price ceiling defined for each country. If it cannot propose a hotel below the price ceiling it shall explicitly notify this to the European Agencies.

4.2. The travel agency is asked to provide a prompt follow up to the above mentioned services, for any subsequent modification, update, new dates or any change of the initial request, the travel agency should deal with these upon receipt.

4.3. Any notification of strike, flight cancellations or any situation that may interfere with the normal procedure of the trip must be notified to the European Agencies by the travel agency immediately.

4.4. The travel agency shall confirm the final booking to the European Agencies and to the Staff Member concerned in writing, by transmitting the relevant information, which will include the route and the conditions for use of the issued tickets and/or vouchers. This same information shall appear on any statistics provided.

4.5. The travel agency shall provide, at the request of the European Agencies, any information relevant to the use of any collective transport, (including shuttle services organized by hotels), for travel between the airports and the town centres.

4.6. The travel agency shall ensure the provision of all the transport tickets, vouchers for hotels and any other related services required by the European Agencies for its staff or its partners participating in a business trip.

4.7. The European Agencies staff designated to deal with the travel agency and request the provision of services for which subject to the Framework Contracts under Lot 1 and Lot 2 will be communicated to the contractor at the latest at the kick-off meeting. All requests from the European Agencies will be sent to the travel agency via e-mail. Contacts on the telephone for defining details of the request will be then confirmed via e-mail.

4.8. The travel agency will be informed by the European Agencies if the booking request includes a segment of the trip in the private interest of the person going on the business trip and will provide the travel agency with the relevant details of the traveller. If so, the additional expenses that would result from this private segment will have to be invoiced directly to the traveller without any intervention from the Agencies. Any noted overcharging, for a reason formally ascribable to the travel agency, will be supported by the latter. The travel agency shall give priority to travel requests marked as urgent.

4.9. The travel agency, as a matter of principle, shall propose, for each trip, the solution most favourable to the interests of the Agencies, mainly from the financial point of view. Offers shall include 'low cost' fares. In doing so, the travel agency shall take into account the cost of transport, the duration of trip and the number of people going to the same destination. As a general rule, the travel agency shall issue tickets in line with the most economic fares available in the market at the moment of the booking. Should there be constraints that prevent the person going on a business trip taking advantage of the most economical offer made by the travel agency, the latter will, in any event, provide the ticket requested against presentation of a written request by the European Agencies duly signed by the responsible person before making the booking.

4.10. In the case of a group trip, the travel agency shall be capable of organising any special means of transport required, and means of transport for groups, as well as any other service related with the organisation of this trip by ensuring the most economical expenditure.

4.11. As a matter of principle, proposals made to the European Agencies shall not involve flight schedules which include a change of plane with an interval of less than two hours between the two flights.

4.12. The validity of the proposals made shall be of a sufficient duration as to enable the Missions Administrative Officer and to the staff member going on a business trip to evaluate the proposal and to give an answer in due time but not necessarily in the immediate time following the offer made (i.e. the proposal of a travel schedule with a validity of less than 24 hours or less should be avoided).

4.13. The travel agency shall deliver, in due time, to the travellers or the designated Mission Support Assistants, any relevant transport document and any other needed documents to carry out the business trip against a dated and signed receipt. The receipt is to be drafted and kept by the travel agency. Any delivery shall be made 48 hours at the latest before the start of the trip, except for orders placed less than 72 hours before the beginning of the business trip.

4.14. The use of the electronic ticket (e-ticket) shall be preferred for all airline companies having the capacity to provide this type of tickets so as to reduce the costs of issuing and delivering the tickets. Electronic tickets shall be delivered by e-mail to the person previously indicated with acknowledgement of receipt. If electronic ticket (e-ticket) is unavailable preference shall be given to delivery of the ticket to the airport of departure. If this option is unavailable the delivery method shall be expressly discussed between the travel agency and the European Agencies via e-mail.

4.15. The travel agency shall take all necessary measures as to ensure that cancellations and/or modifications are done in the best interests of the European Agencies. Any additional expenses due to negligence on the part of the travel agency will be supported by the latter.

4.16. The travel agency shall ensure the provision of the services under the contract every working day of the European Agencies from 08h30 to 18h00.

Outside of working days and above-mentioned working hours, the travel agency shall make the necessary arrangements to answer urgent requests or urgent queries, for issues related to its competence and responsibility. This can be done by attributing a telephone number and/or e-mail address for contacts in

such cases which shall be available 24/7. Bidders should indicate the number and/or e-mail address in their proposal and mention the services that can be provided out of working hours. Should this not be done the alternative should be provided to the Agencies at the kick-off meeting at the latest.

The list of the holidays of the European Agencies will be provided to the travel agency at the beginning of each year. As an indication, the public holidays for year 2015 are attached to these specifications in Appendix 7.

5. Ordering Process

5.1. Ordering process and delivery of services will be ensured through exchange of emails (request for service) between the European Agencies and the Travel Agency throughout the validity of the Framework Contract.

5.2. The Travel Agency must provide at least three (if available) best possible options for each request for service. The requests for services will be sent to the Travel Agency either by the European Agencies Mission Support Assistants or other authorised staff members (as notified in advance). The confirmation of the choice of travel option and respectively the request to issue the ticket and/or book the hotel will be sent exclusively by the European Agencies Mission Support Assistants or by the Agencies authorised staff members.

The request for services will indicate the travelling arrangements requested; e.g. as follows:

- Issuing of tickets (air/rail/sea/road) (reservation and payment);
- Booking of accommodation (reservation and payment);
- Information on public transport means;
- Web check in

5.3. The Travel Agency must send a quotation for the requested services within two hours. The Travel Agency must inform the European Agencies if it is not possible to accomplish the mentioned request.

5.4. Upon receipt of the offers from the Travel Agency and following the selection of the ticket or accommodation, the confirmation will be issued confirming also the commitment number and mission number for invoicing purposes. A request for services for which a confirmation was issued by the European Agencies (as described above) is a “confirmed request for services” and is binding on the respective European Agency and the contractor.

6. Technical means

6.1. The travel agency shall be properly equipped as to be able to provide the services under the current specifications i.e. telephone line/s, fax line/s and e-mail, exclusively dedicated to European Agencies, as well as any connections needed to the booking systems of the travel companies – air, rail, sea –, or any other relevant suppliers. The travel agency shall endeavour to constantly up-date the afore-mentioned technical systems as to ensure cutting-edge services.

The travel agency will be responsible for any expenses related to such installation and respective use. The European Agencies reserves their right to refuse the use of any system which does not correspond to the services foreseen.

6.2. The travel agency shall inform the European Agencies about the telephone, fax numbers and e-mail account address assigned to it.

6.3. The travel agency shall perform the services from EMSA (Lot 1) premises and from its own premises . The travel agency shall perform the services for EMCDDA (Lot 2) from its own premises.

7. Personnel of the travel agency

7.1. Conditions for Lot 1 - EMSA

7.1.1. The number of staff of the travel agency assigned to the provision of the services under this call for tender shall be sufficient as to be able to respond to the requests arising, as quickly as possible via e-mail or by phone.

The tenderer shall include in its tender the organisational chart of the travel agency where the services will be provided, (including the number of staff working for it, or for the branch where the services will be provided, responsibilities of each member of staff, and their profiles), as well as the curriculum vitae of the representative of the agency designated as contract manager (as mentioned in paragraph 22.5.1). Furthermore, it shall indicate the number of persons considered necessary to be assigned to ensure the good performance of the contract.

7.1.2. The travel agency shall assign, with the view of providing the services under this call for tender, personnel with the necessary qualifications indispensable to the good provision of the services, both in the area of individual business trips and in the area of group trips, with the minimum of 3 to 5 years of professional experience in the sector.

7.1.3. The linguistic knowledge of the staff of the travel agency assigned to the services shall facilitate contacts with the staff of the EMSA. The minimum obligatory language requirement is a good command (written and spoken) of English.

7.1.4. The travel agency shall be able to demonstrate, at any time, that the mentioned staff are employed and treated in full compliance with the relevant national legislation of the country where the travel agency is based.

7.1.5. The tenderer shall delegate one representative with sufficient competence and responsibility to represent the travel agency in the meetings convened regularly by EMSA and during which the activities and the added value of the travel agency to the activities of EMSA will be analysed and discussed (compliance with the internal rules, quality of the services, communication skills of the staff of the travel agency, etc.); Appoint at least one contact person to handle daily contacts with EMSA.

Dedicated on-site travel desk

7.1.6. Taking into consideration the number and complexity of the missions carried out by EMSA staff, EMSA requires the travel agency to deliver the major part of the service at EMSA premises.

The travel agency must be able to provide a dedicated on-site travel desk exclusively for provision of travel arrangement services to EMSA.

7.1.7. The on-site travel desk will be located on the premises of EMSA at the following address:

European Maritime Safety Agency (EMSA)

Praça Europa, 4

1249-206 Lisbon

Portugal

7.1.8. The on-site travel desk shall be staffed by one travel booking staff member of the travel agency. A backup arrangement must be foreseen by the travel agency in order to ensure business continuity in case that staff member becomes temporarily unavailable.

7.1.9. The normal working hours of the on-site travel desk shall be from 08h30 to 12h30 on Monday, Wednesday and Friday; Tuesday and Thursday the working hours shall be from 13h30 to 17h30. During the remaining working hours a travel agent shall operate from the travel agencies offices. In cases of peaks of work a travel agent shall be available at the travel agencies offices simultaneously. The list of the holidays of EMSA will be provided to the travel agency at the beginning of each year. The on-site travel desk should be operational on all working days of EMSA.

7.1.10. The travel agency staff assigned to the on-site travel desk shall be subject to EMSA access rules.

7.1.11. EMSA shall provide free of charge the workspace and furniture necessary for the on-site travel desk to perform its work. The travel agency shall provide its own computer(s), printer, mobile phone, VPN access to their systems and all the other necessary equipment, accessories and supplies.

7.1.12. The Contractor shall equip the on-site travel desk with specialised equipment necessary for execution of its tasks under the contract (such as ticketing printers and materials, computer reservations system licences, IATA code etc.) in such a way that the on-site travel desk is fully operational at the date on which the contract commences.

The tenderers shall provide the details of the required equipment in the technical proposal. Please note however that details of equipment shall not be assessed as part of the tender evaluation (technically or financially). For the avoidance of doubt, the related costs shall not be borne or reimbursed by the Agency.

7.1.13. In addition to the on-site travel desk the tenderer shall provide at least one travel booking staff member at their main business premises.

7.2. Conditions for Lot 2 - EMCDDA

7.2.1. The number of staff of the travel agency assigned to the provision of the services under this call for tender shall be sufficient as to be able to respond to the requests arising, as quickly as possible via e-mail or by phone.

The tenderer shall include in its tender the organisational chart of the travel agency where the services will be provided, (including the number of staff working for it, or for the branch where the services will be provided, responsibilities of each member of staff, and their profiles), as well as the curriculum vitae of the representative of the agency designated as contract manager (as mentioned in paragraph 22.5.2). Furthermore, the tender shall indicate the number of persons considered necessary to be assigned to ensure good performance of the contract.

7.2.2. The travel agency shall assign, with the view of providing the services under this call for tender, personnel with the necessary qualifications indispensable to the good provision of the services, both in the area of individual business trips and in the area of group trips, with the minimum of 3 to 5 years of professional experience in the sector.

7.2.3. The linguistic knowledge of the staff of the travel agency assigned to the services shall facilitate contacts with EMCDDA staff. The minimum obligatory language requirement is a good command (written and spoken) of English.

7.2.4. The travel agency shall be able to demonstrate, at any time, that the mentioned staff are employed and treated in full compliance with the relevant national legislation of the country where the travel agency is based.

7.2.5. The tenderer shall delegate one representative with sufficient competence and responsibility to represent the travel agency in the meetings convened regularly by EMCDDA and during which the activities and the added value of the travel agency to the activities of EMCDDA will be analysed and discussed (compliance with the internal rules, quality of the services, communication skills of the staff of the travel agency, etc.); and appoint at least one contact person to handle daily contacts with EMCDDA.

7.2.6. The travel agency shall obtain from all staff members assigned to the provision of the services to EMCDDA, a written commitment to respect the confidentiality of all information they become aware of during the performance of their duties, even after they have stopped all activities related to this contract. Upon request, a copy of such declaration shall be sent to EMCDDA at the beginning of the contract for their records.

8. Financial dispositions

8.1. The tenderer shall exclusively base the presentation of its financial offer on the 'Transaction Fee Form' enclosed as Appendix 1 (one per Lot).

The modalities for the annual revision of the prices during the performance of the contracts are described in the draft framework service contracts of each European Agency.

8.2. The travel agency shall present monthly invoices, according to the provisions of the Framework service contracts, the order forms and the information provided to the successful tenderer.

8.3. The travel agency shall present the invoices discriminating the transaction fees.

9. Account management

9.1. The essential elements to be included in the invoice, its format and presentation as well as the technical methods of transmission of the data and documents will be communicated to the travel agency at the kick off meeting. The European Agencies reserve their right to modify these elements according to their needs, with a notice period of one month.

9.2. The European Agencies will not accept invoices relating to services provided more than 90 days after the service takes place. The payment by the European Agencies will be carried out only when the file concerned is considered completely in order.

9.3. The credit notes will be drawn up within a maximum of 30 days following the reception of the transport documents not used, except if the refunding request to a supplier (airline company, railroad), justifies additional time.

10. Administrative management

If requested by the European Agencies, the travel agency shall provide detailed analytical information on the services provided and invoiced. This analytical information must:

- a) Be able to provide a detailed description of all services in the domain of transport tickets, hotel booking and other services;
- b) Be able to provide at least annual statistics, of which the composition and presentation will be indicated by the Agencies, (such as: breakdown of the sales turnover by means of transport and/or services, into total and administrative entities of the European Agencies, by airline companies, etc.);
- c) Be able to provide detailed and/or consolidated financial elements as well as the organisational details connected to the requests of organisation of group trips;
- d) Facilitate the analysis of such parameters by the European Agencies. Therefore, the statistics to be provided by the travel agency shall be as complete as possible, and be provided in electronic support adapted to the informatics systems of the European Agencies, transmitted on CD, mail or eventual web platform.

11. Contract management responsible body

Lot 1: The European Maritime Safety Agency – Unit A.1, in charge of Human Resources and Internal Support

Lot 2: The European Monitoring Centre for Drugs and Drug Addiction - Administration Unit

12. Project Planning

12.1. Within 14 days after the signature of the contract a kick-off meeting with the contractor(s) will be scheduled at the premises of each European Agency in order to further discuss the general administrative provisions of the contract.

12.2. Three months after the start of the contract a second meeting will be held in order to better tune the service and resolve possible problems on either side.

12.3. Meetings may also be held at the request of either contracting party if any problem cannot be solved via e-mail or telephone. European Agencies will not reimburse travel expenses to the contractor.

13. Timetable

For Lot 1/EMSA estimated date for signature of the contract is October 2015, entry into force on the 14 November 2015.

The Framework Contract will be concluded for a period of one year with possible renewal upon 3 times.

For Lot 2/EMCDDA estimated date for signature of the contract is November 2015, entry into force on the 1st January 2016.

The Framework Contracts will be concluded for a period of one year with possible renewal upon 3 times.

14. Estimated Volume of the Contract

The estimated annual number of travels per Agency is as follow:

LOT	European Agency	Estimated number of missions per year	Estimated number of other travels per year
Lot 1	EMSA	650	n/a
Lot 2	EMCDDA	380	430

The maximum budget available for each Agency contract is of (Euro excluding VAT):

LOT	European Agency	Ceiling
Lot 1	EMSA	1.800.000
Lot 2	EMCDDA	1.480.000

15. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft framework contracts** available on the Procurement Section under the call to tender EMSA/OP/07/2015 on the EMSA website at the following address: www.emsa.europa.eu

Payments will be made within the 30 days following the approval of the invoice, following the dispositions of the draft contracts.

Payments will be based only on the 'transaction fees' forms enclosed as Appendix 1 of these Tender Specifications. This is to say that a unit lump-sum price will be applied per transaction. The transaction fees shall cover all costs related to the service.

No payments will be requested as a transaction fee if there has not been a written confirmation of the booking from a responsible staff member of the European Agencies. The travel agency will not be authorised to charge fees for simply providing preliminary prices/costs estimates for a tentative booking after having surveyed the market upon European Agency request.

16. Terms of contract

In drawing up a bid, the tenderer should bear in mind the terms of the draft service contracts for Lot 1 and Lot 2. The European Agencies may, before the contract is signed, either abandon the procurement or cancel the award procedure without the tenderers being entitled to claim any compensation.

17. Financial guarantees

Not applicable.

18. Sub-contracting

As a rule subcontracting is allowed but proposed subcontractors after the signature of the contracts have to be approved by the European Agencies. 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.

19. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. The working language of the Agencies is English. Bids must include an English version of the documents requested under points 22 and 23 of the present tender specifications.

The tenderer shall complete the Tenderer's checklist included as [Appendix 3](#)

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 completing the form – Information regarding joint offers and subcontracting, included as Appendix 4.

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 at 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 on EMSA Website, at the following address: www.emsa.europa.eu.

Tenderers are exempted from submitting the Legal Entity Form and Financial Form requested if such a form has already been completed and sent either to EMSA or EMCDDA 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 **21, 22.2-22.3** 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 **22.4** (22.4.1 for Lot 1 and 22.4.2 for Lot 2) 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 **22.5** (22.5.1 for Lot 1 and 22.5.2 for Lot 2) 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 **23** (23.1 for Lot 1 and 23.2 for Lot 2) of these specifications;
- **Part E:** setting out **prices** in accordance with **point 20** of these specifications (Transaction fee forms)

20. **Price**

Prices for provision of Travel Agency services shall be those submitted in the forms of the Appendix 1 “**Transaction Fee Form**” for Lot 1 and lot 2.

Prices must be quoted in Euro using (with the exception of the countries within the EURO zone) the conversion rates published in the C series of the Official Journal of the European Union on the day when the contract notice was published.

Prices must be fixed amounts and will not be subject to revision for the first year of the contract.

Prices can only be subject to revision pursuant to the relevant contractual previous concerning indexation.

Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA and EMCDDA are exempt from all duties, taxes and other charges, including VAT. 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.

21. 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.

22. 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

22.1 Legal position – means of proof required – Lot 1 (EMSA) and Lot 2 (EMCDDA)

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.

22.2 Grounds for exclusion - Exclusion criteria – Lot 1 (EMSA) and Lot 2 (EMCDDA)

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.

22.3 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(s) to whom the contracts are to be awarded** shall provide additional proof evidencing eligibility.

22.3.1. 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.

22.3.2. 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.

When the tenderer to be awarded the contract has already submitted relevant evidence to the European Agencies, 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.

22.4 Economic and financial capacity – Selection criteria

22.4.1. Economic and financial capacity – Selection criteria – Lot 1 (EMSA)

To prove their financial and economic capacity, tenderers are requested to submit with the tender, the following documents:

- a) Balance sheets or extracts from balance sheets for the last three years, for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- b) Statement of overall turnover and turnover related to relevant services during the last 3 financial years.

If, for some exceptional reason which EMSA considers justified, the tenderer is unable to provide the references requested, he may prove his economic and financial capacity submitting any other means which EMSA considers appropriate.

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.

22.4.2. Economic and financial capacity – Selection criteria – Lot 2 (EMCDDA)

To prove their financial and economic capacity, tenderers are requested to submit with the tender, the following documents:

- a) The Financial capacity form (Appendix 5) available on the EMSA web site at the following address: www.emsa.europa.eu for the last two (2) financial years, one form for each year, duly completed with data 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.
- b) Balance sheets or extracts from balance sheets for the last two (2) years, for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;

If, for some exceptional reason which EMCDDA considers justified, the tenderer or candidate is unable to provide the references requested by them, he may prove his economic and financial capacity submitting any other means which EMCDDA considers appropriate.

22.5 Technical and professional capacity – Selection criteria

22.5.1. Technical and professional capacity – Selection criteria - Lot 1 - EMSA

The tenderer must have the professional capacity to perform the contract.

- The tenderer must be established as a recognised legal entity and be registered in a relevant professional or trade register and possess relevant authorisations to perform national and international travel services as required in these Technical Specifications. The tenderer must be a registered (IATA) travel agent. Documents evidencing the above registrations shall be enclosed into the bid.
- The tenderer shall have an appropriate organisational structure suitable to provide the services subject to these Tender specifications. For that purpose the tenderer shall include in its tender the organisational chart of the travel agency where the services will be provided, (including the total number of staff working for it and the number of staff working for the branch where the services will be provided).

- The tenderer shall have sufficiently qualified personnel and provide evidence of the competence and language skills of the personnel dedicated to manage the implementation of the contract with the European Agencies. Such evidence should include but not be limited to:
 - ✓ Documents (certificates) evidencing the competence of the representative nominated pursuant to point 7.1 above – referring to the designated contract manager – shall be proved by his/her curriculum vitae, evidencing a minimum of 5 years of experience as 'Account Manager 'and a professional fluency in English. He/she shall be able to answer to any problems related to the services of this call for tender and shall possess the necessary know how for the use of statistical tools and have access to cutting edge information on travel industry developments for all services included in these specifications;
 - ✓ Documents (certificates) evidencing the professional competences and language skills of other contractor's staff members nominated to manage the implementation of the contract with the European Agencies.
- The tenderer must be able to provide a dedicated on-site travel desk as described in Section 7.1 (Personnel of the travel agency) of the Tender Specifications:
 - ✓ Documents (certificates) evidencing the professional competences to perform the services requested in the contract and a list of the principal services provided in the past three years, with the sums, dates and recipients, with the indication if they are public or private. He/she shall be able to answer any problems related to the services of this call for tender;
 - ✓ The staff of the on-site travel desk proposed must have a very good working knowledge of English (written and spoken).

Once the Framework Contract between the Travel Agency and EMSA is signed an interview is to be scheduled with the staff members designated to the EMSA including the on-site travel desk (and alternate). If EMSA considers that the presented travel agency staff is not qualified to perform the services mentioned on the Contract, another staff must be proposed.

22.5.2. Technical and professional capacity – Selection criteria - Lot 2 - EMCDDA

To evaluate and verify their technical and professional capacity, tenderers are requested to provide in their tenders all the below mentioned documents/information:

- a) Organisation chart of the agency;
- b) For the **tenderer**, proof of at least three (3) years of experience in the field of providing national and international travel services by providing the document for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tender is established;
- c) For the **representative of the agency/contract manager** who will be proposed to implement the contract, proof of at least five (5) years of experience in the field of providing national and international travel services, out of which three (3) years as coordinator by providing the CV (EU CV format);
- d) For each of the **staff members** who will be proposed to implement the contract , proof of three (3) years of experience in the field of providing national and international travel

services and a very good working knowledge of English (at least B2 level) by providing the CV's (EU CV format).

- e) In the past 3 years, the tenderer must have successfully managed at least 2 contracts similar in subject or size to the services to be performed and shall provide proof and references from at least 2 of those previous clients, public or private, with whom similar contracts were concluded. Reference letters from those clients should be also included if available.
- f) IATA licence number and a certificate provided by the local authorities necessary to perform as a travel agency.

The information requested by EMCDDA as proof of the financial, economic, technical and professional capacity of the candidate or tenderer shall take account of the legitimate interests of the economic operators as regards in particular the protection of the firm's technical and business secrets.

23. Award criteria

23.1 Award criteria for Lot 1 - EMSA

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:

Quality criterion 1 ($W_1 = 10\%$) Team

Description of the team proposed to work with EMSA (number of persons, their functions and profiles)

Quality criterion 2 ($W_2 = 20\%$) Working methods and equipment

- a) Proposed working method including the system proposed for coping with answering to last minute and urgent requests outside working days and fixed hours (12%)
- b) Qualitative and quantitative level of the installations and equipment: a full but brief description of the means proposed to be used for providing the services required (8%).

Quality criterion 3 ($W_3 = 8\%$) Quality of the service

Scenario 1

Please provide a detailed proposal based on the assumption that a seminar held in EMSA's premises in Lisbon, Portugal starts on Tuesday 14 July and ends Thursday 16 July with the following conditions:

- There will be one participant from each of the following countries: Algeria, Canada, Finland, The Netherlands, Morocco, Poland, Russia and Turkey. For those participants air tickets shall be

booked from the airport of the capital of the respective country. If in the capital city there is more than one airport, the one providing the more economic and convenient connections to Lisbon, Portugal shall be used;

- Where possible the most economic option should be provided;
- If overnight stays are necessary because direct flights are unavailable, the proposal should include an appropriate hotel booking proposal near the airport for the night in between the connecting flights;
- The hotel prices for Lisbon as well as those necessary for the overnight stays shall respect the accommodation ceilings detailed in Annex III to the contract.

Quality criterion 4 ($W_4 = 12\%$) Quality of the service

Scenario 2

Please provide a detailed proposal based on the assumption that three EMSA teams are going on mission as follows:

Departure: From – To:

Team I: Lisbon-Southampton

Team II: Lisbon-Belfast

Gibraltar team: Lisbon-Gibraltar

Date:

Team I and II: 7 July 2015

Gibraltar team: 3 July 2015

Time (am or pm):

Depending from the options available to reach the destination in a normal time

Return: From – To:

Team I and II: Southampton-Lisbon

Gibraltar team: Gibraltar-Lisbon

Date:

Team I and II: 12 July 2015

Gibraltar team: 6 July 2015

Time (am or pm):

Team I and II: PM

Gibraltar team: AM and/or PM, depending on the options

- For each team, air tickets shall be booked to the mentioned cities airport providing the more economic and convenient connections from Lisbon, Portugal;
- If overnight stays are necessary because direct flights are unavailable, the proposal should include an appropriate hotel booking proposal near the airport for the night in between the connecting flights;
- The hotel prices for Southampton, Belfast and Gibraltar as well as those necessary for the overnight stays shall respect the accommodation ceilings detailed in Annex III to the contract.

and the price criterion and associated weighting:

1. Price of the bid ($W_{Price} = 50\%$) based on the price quote.

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

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

Only bids that have reached a minimum of 60 % for Q_1 , a minimum of 60 % for Q_2 , etc. 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.

23.2. Award criteria for Lot 2 – EMCDDA

The contract will be awarded to the most economically advantageous tender, according to the quality of the services proposed and the prices proposed. The evaluation method to be used to define the most economically advantageous tender will be the following:

Quality criterion 1 ($W_1 = 20\%$) Team

Description of the team proposed to work with the European Agencies (number of persons, their functions and profiles); contribution and role of the contract manager

Quality criterion 2 ($W_2 = 40\%$) Working methods and equipment

a) Proposed working method including the system proposed for coping with answering to last minute and urgent requests outside working days and fixed hours (16%)

b) Tools available for monitoring and improving cost-efficiency of services rendered and availability and content of reports (12%)

c) Qualitative and quantitative level of the installations and equipment: a full but brief description of the means proposed to be used for providing the services required (12 %).

Quality criterion 3 ($W_3 = 40\%$) Quality of the service

The compliance with this criterion will be evaluated based on the two following scenarios:

Scenario 1 weighting 40%

Please provide a detailed proposal based on the assumption that a seminar held in EMCDDA's premises in Lisbon, Portugal starts on Monday 14 September (9.00) and ends Wednesday 16 July (13.00) with the following conditions:

- There will be one participant from each of the following countries: Algeria, Canada, Finland, The Netherlands, Morocco, Poland, Russia and Turkey. For those participants air tickets shall be booked from the airport of the capital of the respective country. If in the capital city there is more than one airport, the one providing the more economic and convenient connections to Lisbon, Portugal shall be used;
- Where possible the most economic option should be provided;
- If overnight stays are necessary because direct flights are unavailable, the proposal should include an appropriate hotel booking proposal near the airport for the night in between the connecting flights;
- The hotel prices for Lisbon as well as those necessary for the overnight stays shall respect the accommodation ceiling of 120€.

Scenario 2 weighting 60%

Please provide a detailed proposal based on the assumption that two EMCDDA staff members are going on mission as follows:

Mission from Lisbon to Brussels for a meeting starting on 07 September 2015 at 9.00 and ending on 08 September 2015 at 18.00. Mission to Luxembourg with train from Brussels to Luxembourg. Meeting of staff member 1 starts in Luxembourg 9 September at 14.00 and ends at 18.00. Meeting of staff member 2 Starts 9 September at 14.00 and ends 10 September at 13.00. Return to Lisbon after end of meetings without travelling after 23.00.

- Please note that the proposals are requested in order to evaluate the methodology used by the tenderer to deliver the requested services.
- Prices indicated in this section will not be taken into consideration in the financial evaluation of the offer. Prices shall take into account the principle of cost-effectiveness.
- The proposal has to be accompanied by the appropriate documentation and explanations where necessary.
- In the event that accommodation is necessary, the maximum price per night for accommodation is 140€ for Belgium and 145€ for Luxembourg.

- Concerning the qualitative award criteria, the tenders will be evaluated by attributing ranking marks for each qualitative criterion from a minimum of 1 to a maximum of 10 points and taking into account the weighting factors indicated and the numbers of Evaluation Committee members.
- Tenders must reach a minimum of 6 in the award criteria, or will be off this procedure.
- A global score to weight the price of the tenders will be calculated using the following formula:

$$\frac{\text{Cheapest tender X points attributed}}{\text{Price of the tender}}$$

- The contract will be awarded to the tender having received the highest global score.

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.

24. 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.

25. 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.

List of Appendixes:

Appendix 1 - Transaction fee form

Appendix 2 - Draft Frameworks contracts for lot 1(EMSA) and Lot 2 (EMCDDA)

Appendix 3 - Tenderer's checklist

Appendix 4 - Information regarding joint offers and subcontracting

Appendix 5 - Financial capacity form

Appendix 6 - Data for statistics

Appendix 7 - List of 2015 EMSA and EMCDDA public holidays