

## **Tender specifications**

### **Procurement Procedure N° EMSA/CPNEG/11/2016 for the Operation of a canteen and a cafeteria for the European Maritime Safety Agency (EMSA) and the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA).**

#### **1. Introduction**

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

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

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

The European Maritime Safety Agency (EMSA) together with the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) are launching an invitation to apply in order to select suitable service providers to supply cafeteria and canteen services at the EMSA and the EMCDDA premises, located at Praça Europa in Lisbon, Portugal.

#### **2. Type of Procedure**

This procurement procedure consists of two phases: 'Application Phase' and 'Tender Phase.'

In Phase I, referred to as the Application Phase, economic entities are invited to submit an application to the Competitive Procedure with Negotiation in accordance with the rules set out in the Invitation to Apply and its associated Enclosures.

Following that, a list of pre-selected candidates shall be drawn up according to the criteria set out in the Contract Notice, the Invitation to Apply and in this Tender Specifications. Pre-selected candidates shall be invited to submit a full offer in Phase II, referred to as the Tender Phase.

Inclusion of a company or grouping on the list of pre-selected candidates will not entail any obligation on the part of the Agency concerning either the award of the contract or concerning invitations to submit a tender.

It should be noted that in this document any mentioning of the terms 'candidates' or 'applications' is in reference to Phase I of the procedure and any mention of the terms 'tender' or 'tenderers' is in reference to Phase II.

## **2.2 Phase I - Application Phase (current phase)**

The Invitation to Apply constitutes the start of the first phase 'Application Phase.'

Applications should be submitted in accordance with the Invitation to Apply, these specifications. Applications that are not received by the deadline and/or not submitted in a closed envelope as set in the Invitation to Apply will be rejected by EMSA from further evaluation.

In this Application Phase, EMSA will assess the fulfilment by the Applicants of the requirements published in these specifications:

1. Legal form to be taken by the proposed contractors and their Legal position (see points 11, 12 and 15.1);
2. Exclusion criteria (see points 15.2 and 15.3);
3. Selection criteria – the tenderer must submit evidence of his capacity to perform the contract (see point 15.4) and from the financial (see point 15.5) and technical and professional (see point 15.6) point of view.

An applicant (company or grouping) that does not fulfil the exclusion and selection criteria will not be pre-selected for the Tender Phase.

## **2.2 Phase II - Tender Phase**

Following Phase I **pre-selected candidates only** will be invited to submit a full tender in accordance with the rules set out in the Invitation to Tender, Tender Specifications and Annexes.

Following the submission of the full tender, EMSA will provide feedback to the tenderers concerned, in accordance with the principles of equal treatment and non-discrimination, to adapt, if required, the tenders to the procurement requirements. No negotiation will be possible on the maximum budget available, nor on any element that is considered as part of the exclusion or selection criteria.

This will ultimately result in the identification of the tender offering the best value for money (based on quality and price) for the Agencies.

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

The aim of this procurement procedure is to conclude two concession contracts, one to be signed between EMSA and the selected service provider covering the provision of cafeteria services at EMSA premises (Lot 1) and a second concession contract to be signed between the EMCDDA and the

selected service provider covering the provision of canteen services in the Palacete Building (Lot 2). Interested companies may apply for one or both lots.

### **3.1 Services to be provided**

#### **3.1.1 Lot 1: Concession contract managed by EMSA for the provision of cafeteria services for EMSA and EMCDDA staff members and visitors/guests at the EMSA building located in Praça Europa, Lisbon.**

The cafeteria and adjoining terrace are located on the third floor of the EMSA building.

Cafeteria services should be available from 08h00 until 17h00. Light meals, as indicated below, should be served from 12h00 to 14h30. The cafeteria shall be open on all working days of the Agency, the public holidays for the Agencies for 2017 are provided in Annex I. The current layout and measurements of the cafeteria food preparation and serving areas can be found in Annex II.

- EMSA cannot be held responsible for the use of the cafeteria services. By way of indication only, EMSA has around 250 staff members, in addition to visitors and other guests, as well as possible use of the cafeteria by EMCDDA staff members (around 90) and their visitors and other guests.
- The cafeteria shall operate on a self-service basis, i.e. customers shall either serve themselves at the refrigerated areas or they shall be served directly at the counter. The contractor should provide sufficient staff members to ensure that waiting times are kept to a minimum, the number of staff proposed should be mentioned in the tender.
- The contractor should provide a nutritious and attractively presented selection of food and drinks for EMSA/EMCDDA staff members and visitors which shall encourage healthy food choices, prepared in full compliance with the applicable national hygiene rules and legislation.
- Given the multicultural composition of EMSA and EMCDDA's staff and visitors, in addition to Portuguese dishes, there should be an emphasis on a wide range of European and international cuisine.
- Vegetarian, low calorie, low carbohydrate, gluten and lactose free products should be available.
- The contractor should strive to optimise the use of water, energy and minimise waste thereby reducing the environmental impact of their activities.
- The service provider has to provide dishes, cutlery, glasses and napkins for the cafeteria in sufficient numbers. Disposable items shall in principle not be used. The contractor is required to use environmentally friendly products and procedures. The service provider will be responsible for the regular collection of any of their dishes, cutlery, glasses brought by staff from the cafeteria to the kitchenettes on each floor of the building (1 on level -1, 2 on levels 0,1 and 2 and 1 on level 3).

- Tables and chairs are provided for the internal area of the cafeteria, as well as the terrace area which also has a parasol for each table. The parasols should be closed at the end of each day (when used). On days where there are high winds, the parasols should also be closed and chairs may need to be stacked and stored accordingly.
- EMSA shall provide sufficient microwave ovens for meals that need to be reheated by staff members availing of the prepacked food options under the 'grab and go' service referred to below.
- The service provider shall be responsible for the cleaning and hygiene of the cafeteria, including food preparation and storage areas, the counter area including the refrigerated section and all tables and chairs both internally and externally. The daily cleaning shall consist of picking up litter, cleaning and remove any marks from furniture and equipment, cleaning all visible marks from walls, doors and internal windows, cleaning/wiping off smudges and spills from points of contact (latches, switches) and a light floor washing.
- Rubbish has to be appropriately separated and placed into the dedicated recycling bins located in the garage of the EMSA building (level -1).
- The contractor shall provide refrigerated displays which they should clean and maintain as necessary.
- The contractor will also decorate the cafeteria area in an appropriate manner, subject to EMSA's approval. Please note however that no brand names should appear on any of the decorative items.

The contractor shall specifically provide for the following:

Regular cafeteria services throughout the day

- Hot beverages: namely a full range of coffee options and a selection of teas/infusions. Various milk options should be provided, including low fat milk and soy.
- Cold beverages: a full range of bottled/canned drinks and still and sparkling water in small and large bottles shall be supplied.
- A range of fresh fruit juices shall be offered.
- A selection of yoghurts, including low-fat options shall be offered.
- A selection of breads (wholegrain, seeded, rye) and appropriate fillings for sandwiches.
- A wide selection of pastries, croissants and savoury snacks shall be proposed.
- 'Homemade' cakes and biscuits.
- A selection of fruit shall be offered on a seasonal basis.

#### Breakfast

- In addition to the items listed above, a set breakfast 'menu' option shall be offered and a selection of low sugar cereals and cereal bars (not more than 20g of sugar/100g).

#### Lunchtime:

- A selection of sandwiches, toasts, wraps, quiches, pasta based dishes, salads, soups and pre-prepared reheatable meals to be provided quickly on the spot.
- The choice of dishes should be changed on a regular basis and set menu options should be available.

Suitable products to fulfil these requirements shall be available either at the counter area or at self-service refrigerated displays, further detail on which is given below.

Please note that the above list corresponds to the main type of food options requested which are established in order to evaluate the proposals on an equal basis. The supplier is welcome to provide other options in addition to these. A sample price list of the products proposed shall be provided, using the table EMSA Cafeteria Price List – Lot 1, annexed to these Tender Specifications.

#### Counter service

As can be seen in Annex II, the cafeteria has a counter by way of which all food and drinks are currently served. The counter includes a refrigerated area, covered at the present time by glass from the side of the client. The service provider is free to avail of this counter as they deem necessary.

#### Grab and go service

Self-service refrigerated displays should be provided by the service provider with a range of prepacked food options; tenderers should propose a selection of such options.

The provider should organise the cafeteria in such a way that staff members who wish to 'grab and go,' can pick up and pay for these items quickly.

Self-service salad bar: The provider should supply a choice of fresh products which can be selected by staff members in order to compose a salad. A side salad option (small dish around 15 cms diameter) and full salad option should be available (large dish around 25 cms diameter). The salad bar can either be located in the refrigerated part of the counter, as referred to above, or the service provider can supply a refrigerated display for this purpose. If the existing refrigerated part of the counter is to be used, EMSA will make it accessible from the client side and add a rail so that clients can place their trays while serving themselves.

**3.1.2 Lot 2: Concession contract managed by the EMCDDA for the provision of canteen and bar services for EMSA and EMCDDA staff members and visitors/guests at the Palacete building, located in Praça Europa, Lisbon.**

- The service to be provided at the Palacete Building is the supply of breakfasts and lunches, prepared in full accordance with the applicable national hygiene rules and legislation, using high quality products. The prepared meals will be served to both Agencies staff members, their guests and visitors.
- The EMCDDA cannot be held responsible for the use of the canteen services by staff members and/or visitors. By way of indication, currently the average number of meals served on a weekly basis is 450 (EMCDDA + EMSA).
- Customers that are not part of EMSA and EMCDDA staff or properly identified as Agencies visitors are not allowed to enter the canteen area due to technical and security reasons.
- Palacete building has a security service on site until 19h00. The EMCDDA may at any time change the established security schedule.
- The service provider shall establish at least 2 meals with a maximum price of 7,00€ as “meal of the day” (inclusive of VAT) that includes drink, soup or starter, main dish, dessert and coffee. Other formulas/combinations of menus (i.e. mini-menu of a main course and a drink, separate dishes and snacks) can also be proposed.
- The service provider shall supply a on site freshly prepared daily offer of at least three different types of warm dishes, of which at least two should be meals of the day, namely: 1 meat, 1 fish and 1 vegetarian; different types of bread; different types of soups; 4 different types of pre-prepared salads or a salad buffet, 4 different types of deserts and fruit and different types of drinks, juices, natural juices, water, wine and beer, coffees and teas.
- Canteen/restaurant services should be open for Lunch from 12h00 until 14h30. The canteen/restaurant shall be open on all working days of the Agencies, the public holidays for the Agencies for 2017 are provided in Annex.
- The canteen shall operate on a self-service basis, i.e. customers will be served directly at the counter. The service provider shall ensure the availability of sufficient staff to prevent the build-up of queues.
- Tables and chairs shall be provided for the canteen area by EMCDDA.
- The service provider shall provide dishes, cutlery, glasses and napkins for the canteen and bar in sufficient numbers. Disposable items shall in principle not be used. The contractor is required to use environmental friendly products and procedures.
- The service provider shall be responsible for the cleaning and hygiene of the restaurant, bar, storage areas, food preparation areas, basement, dedicated office, lift for food transport, organic garbage area as well as toilets and floor of the restaurant/bar area.
- The service provider shall supply a trolley-based service in the EMCDDA main building (total staff number around 90). This service should be carried out 2 times a day (schedule to be confirmed) in the EMCDDA building and it should have, at the very minimum, the following: 3 different types of sandwiches, several different pastry cakes, chocolates, 2 different natural fruit juices, fruit salad, different types of yoghurts, etc.

- Upon request of the EMCDDA, the Palacete bar shall be open from 08h00 until 17h30, however it must be open during the restaurant services for lunch EMCDDA would like to have the option of requesting the addition of a dinner service, as needed.
- The bar facilities may be used to serve light snacks, coffees and drinks.

For the purpose of the evaluation, the tenderers are requested to fill in the sample price list of products proposed to be offered for these services using the table 'EMCDDA Canteen/Bar price list – Lot 2.' The price list includes the most commonly ordered meals and shall be used for evaluation purposes.

In addition, the tenderers are invited to include in their offer a list of additional items and their prices which they shall be able to provide if ordered.

### **3.2 General conditions for both Lots**

- The use of the bar, kitchen and storage (not equipped), electricity and water shall be made available by the EMSA and the EMCDDA without charge to the service provider. If needed, the service provider shall be responsible to equip the facilities according to the needs of his business at his own expense, in agreement with the Agencies.
- The service provider shall meet all applicable requirements imposed by national law or regulations (whether statutory, regulatory or otherwise) relating to the provision of such services. The service provider shall be responsible for making the appropriate insurance arrangements for staff working in the cafeteria and canteen.
- The service provider shall assume total responsibility for the behaviour and performance of contracted staff.
- EMSA and/or EMCDDA may at any time invite local/national health and hygiene authorities to insure that the service provider is keeping the high level standards of food hygiene and safety.
- The service provider shall respect all implemented security rules for the EMSA and EMCDDA buildings and the Palacete. The service provider shall meet with the security office from each Agency in order to provide all necessary information regarding the registration of all staff that shall circulate between buildings. The service provider shall coordinate all product deliveries in accordance to security rules implemented for both Agencies.
- The service provider shall provide adequate staff for canteen, cafeteria and catering services, including Manager/Supervisor, who speaks English in order to communicate with the EMSA and EMCDDA contract management teams as well as with EMSA and EMCDDA staff members and visitors. Staff serving food and working at the Bar at the Restaurant in the Palacete, providing the trolley service in the EMCDDA main building and working at EMSA cafeteria have to speak adequate English.

- The service provider shall make sure the rules set out in the Agreement of the Trade Unions of Hotel and Restaurant workers are respected (Boletim do Trabalho e Emprego, N°25, 8/7/2009).
- The service provider shall be responsible for the organisation and updating of relevant files (including company invoices, employees' contracts, salary receipts, cash desk reports, etc.) and to present these files to EMSA and EMCDDA upon request.
- The service provider shall offer the possibility for staff members to pay both electronically and in cash for their purchases. The service provider has to provide sufficient change for the cashiers to allow staff to pay with notes up to 50 Euro.
- The service provider shall make available a comment box in which staff can leave comments on the quality of the service or suggestions for improvement.
- The service provider shall at all times ensure the display of prices, per article, in a location clearly visible by staff.

### **3.3 Tasting session**

A tasting session to assess a list of selected products shall be conducted for those tenderers that submit an offer in Phase II. The tasting session is foreseen to take place during early September 2016 and the tenderers shall be informed about the dates and schedule in due time.

At the tasting, tenderers shall present examples of the products they propose for each lot on the basis of those referred to under 3.1.1 and 3.1.2 above.

## **4. Contract management responsible body**

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

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

## **5. Project Planning**

In order to guarantee the quality of the services provided as well as the satisfaction of internal (EMSA & EMCDDA staff members) and external (EMSA & EMCDDA guests and visitors) customers, during the contract period, several surveys shall be carried out. The contractor/s shall be informed of the results.

On a regular basis, meetings shall be organised between the Agencies and the service provider(s) in order to evaluate the quality and implementation of the provided services, taking into consideration the results of the afore-mentioned surveys and the comments left in the comment box referred to under point 3.2 above.



A meeting with the security office of each Agency shall be arranged in order to provide the service provider/s with all the security related rules implemented in all EMSA and EMCDDA facilities. After this, regular appointments may be scheduled in view of monitoring the daily operations.

The service provider/s shall inform the Agencies of the menus planned for the following week. It is also the service provider's responsibility to provide a weekly menu to be on prominent display in the canteen and the cafeteria.

## **6. Timetable**

Lot 1: For the concession contract for cafeteria services for EMSA, the estimated date for signature of the contract is September 2016 with the provision of services to begin in January 2017.

Lot 2: For the concession contract for the Palacete canteen, the estimated date for signature of the contract is September 2016 with the provision of services to begin in January 2017.

Both concession contracts shall be initially awarded for a duration of 12 months, with possible renewal up to 3 times, each renewal shall have a maximum duration of 12 months. For both contracts, termination of the contract by the service provider shall be subject to a notice period of six months. The implementation of the contracts may not start before the date on which the associated contract enters into force.

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

## **7. Estimated Value of the Contracts**

Lot 1: In total, EMSA and EMCDDA have currently around 350 staff members. The staff members and visitors shall pay directly to the service provider.

Lot 2: In total, EMSA and EMCDDA have currently around 350 staff members. The staff members and visitors shall pay directly to the service provider.

Apart from the staff members, during the year, both Agencies organise a considerable number of meetings at their premises. Therefore, due to the fact that the participants are invited to use Palacete canteen, the number of people served may increase substantially at such times and the service provider shall be informed of upcoming meetings in advance.

## **8. Terms of payment**

Lot 1: for the cafeteria services, staff and visitors shall make payments directly to the service provider.

Lot 2: for the canteen services, staff and visitors shall make payments directly to the service provider.

The terms of payment are also provided in Article I.5 of both concession contracts.

## **9. Terms of contract**

In drawing up a bid, the candidate/tenderer should bear in mind the terms of the draft concession contracts available on the Procurement Section under the call to tender EMSA/NEG/11/2016 on the EMSA website at the following address: [www.emsa.europa.eu](http://www.emsa.europa.eu)

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

## **10. Financial guarantees**

n/a

## **11. Sub-contracting**

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

The candidate/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 candidate/tenderer relies on the capacities of subcontractors to fulfil selection criteria.<sup>1</sup> For the exclusion criteria, candidates must provide, in Phase I, a signed Declaration on Honour on its own behalf and, when applicable, on behalf of its subcontractors, that shall be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided shall be checked to ensure that the candidate/tenderer and its subcontractors as a whole fulfil the criteria.

Changes in subcontractors between the Application Phase and the Tender phase will be acceptable but:

- a) The company heading the project should not be changed;
- b) In case of change, the check on the evidence for the exclusion and selection criteria performed in the Application phase will be performed again in the Tender Phase

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

## 12. Joint Offer

Groupings, irrespective of their legal form, may submit joint applications and tenders. Candidates/tenderers may, after forming a grouping, submit a joint application/tender 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 the application/tender.

Each member of the consortium must provide the required evidence for the exclusion and selection criteria. The exclusion criteria shall be assessed in relation to each economic operator individually. Concerning the selection criteria the evidence provided by each member of the consortium shall be checked to ensure that the consortium as a whole fulfils the criteria. If awarded, the contract shall be signed by the person authorised by all members of the consortium. Applications/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. Requirements as to the applications and the tenders

Applications in Phase I and tenders in Phase II can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, applications/tenders should preferably be submitted in English and should in particular include an English version of the documents requested under points 15.5 and 16 of the present tender specifications.

The candidate/tenderer must comply with the minimum requirements provided for in these tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.<sup>2</sup>

The candidate/tenderers shall complete the tenderer's/candidate's checklist.

If the candidate/tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offers) he/she shall indicate it in his/her application/tender by completing the form "Information regarding joint offers and subcontracting".

The application must be presented as follows and must include:

- a) **A signed letter** indicating the name and position of the person authorised to sign the contract and the bank account to which payments are to be made.

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<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

- b) The Financial Form** completed, signed and stamped. This document is available on the Procurement Section (Financial Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu))
- c) The legal Entity Form** completed, signed and stamped along with the requested accompanying documentation. This document is available on the Procurement Section (Legal Entity Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu))

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

The application **in Phase I** must include the following:

**Part A:** All the information and documents required by EMSA for the shortlisting of candidates on the basis of the points **11, 12, 15.1, 15.2 and 15.3** of these specifications (part of the exclusion criteria);

**Part B:** All the information and documents required by EMSA for the shortlisting of candidates on the basis of the **Economic and Financial capacity** (part of the Selection criteria) set out under point **15.4** of these specifications;

**Part C:** All the information and documents required by EMSA for the shortlisting of candidates on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under point **15.5** of these specifications.

The tender **in Phase II (for pre-selected candidates only)** must include the following:

**Part D:** All the information and documents required by EMSA for the appraisal of tenders on the basis of the **Award Criteria** set out under point **16** of these specifications;

**Part E:** A **price list** in accordance with **point 13** of these specifications.

#### **14. Price**

- Prices for the operation of the canteen and cafeteria for the European Maritime Safety Agency (EMSA) and for European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) shall be presented as price lists as identified in sections 3.1.1 and 3.1.2.
- 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 and EMCDDA are exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC, as amended and to EMCDDA pursuant to Council Regulation (EEC) No. 302/93, as recast by Regulation (EC) No. 1920/2006 of the European Parliament and of the Council.
- These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

**15. 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**

**15.1 Legal position – means of proof required**

When submitting their application, candidates are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available in the Procurement Section (Legal Entity Form) of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

**15.2 Grounds for exclusion - Exclusion criteria (for both Lots)**

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

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it is subject to a final judgement or a final administrative decision establishing that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract ;
- c) it is subject to a final judgement or a final administrative decision establishing that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
  - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii. entering into agreement with other persons with the aim of distorting competition;
  - iii. violating intellectual property rights;
  - iv. attempting to influence the decision-making process of the contracting authority during the award procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure ;
- d) it is subject to a final judgement establishing that the person is guilty of any of the following:
  - i. fraud
  - ii. corruption
  - iii. participation in a criminal organisation
  - iv. money laundering or terrorist financing
  - v. terrorist-related offences or offences linked to terrorist activities
  - vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or

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

### 15.3 Evidence to be provided by the candidates

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

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

For exclusion situations described in (a), (c), (d) or (f) of point 14.2 above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

For the exclusion situation described in (a) or (b) of point 14.2 above, production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the tenderer/candidate already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

If the tenderer/candidate 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/candidate 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 tenderer is required to submit a statement confirming that its situation has not changed.

#### **15.4 Legal and regulatory capacity – Selection criteria (for both Lots)**

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

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

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

15.4.2 Evidence:

Extract from relevant professional or trade register.

Authorisation to perform the contract in the country of establishment.

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

15.5.1 Requirements:

- a) The candidate must be in stable financial position and the economic and financial capacity to perform the contract

15.5.2 Evidence:

For lot 1 (EMSA):

- a) Financial statements or their extracts for the last three years for which accounts have been closed.
- b) Statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years available.

c) Candidates 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 candidate should simply indicate on the cover letter the procurement procedure where the evidence has been provided.

d) If, for some exceptional reason which EMSA considers justified, a candidate is unable to provide one or other of the above documents, he may prove its economic and financial capacity by any other document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

#### For lot 2 (EMCDDA):

To proof their financial and economic capacity, candidates are requested to submit, with their tender, the '*Financial Capacity Form*', available on the Procurement Section on the EMSA Website ([www.emsa.europa.eu](http://www.emsa.europa.eu)), for the last 2 financial years (one form for each year) for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the tenderer is established.

### **15.6 Technical and professional capacity – Selection criteria for both Lots**

15.5.1 Requirements: The candidate must have technical and professional capacity to perform the contract. The candidates shall provide evidence of expertise in the field of canteen/cafeteria services.

15.5.2 Evidence: candidates are required to provide:

- a list of the main provided services in the past 3 years with correspondent dates and customers with the indication if they are private or public;
- a description of the dishes, cutlery, glasses, technical equipment, tools and materials to be used in order to provide services to EMSA /EMCDDA;
- a description of the foreseen procedures in order to ensure the quality of the services to be provided (in particular, rules and procedures concerning hygiene, health and security aspects);
- qualification and experience of the proposed chef;
- qualification and experience of the proposed manager;
- evidence of previous experience in providing similar services to those requested under Lot 1 and of the provision of services in a restaurant of at least 100 places for Lot 2.
- if applicable, a list of sub-contracting companies and a description of the responsibilities.

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

The evaluation of tenders for each lot shall be carried out separately based on the criteria mentioned below.

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

1. **Quality criterion 1** ( $W_1 = 25\%$ ): quality of the products proposed, based on a description of the products mentioned in the offer, any other product proposed as alternative and the tasting session.



2. **Quality criterion 2** ( $W_2 = 10\%$ ) range of products offered based on a description of the products mentioned in the offer and any other product proposed as alternative.
3. **Quality criterion 3** ( $W_3 = 10\%$ ) staffing arrangements based on a description of the specific number of staff foreseen to provide the services for each lot, indicating how many staff members will be allocated per time period of the day.
4. **Quality criterion 4** ( $W_4 = 5\%$ ): description of environmental considerations, notably waste avoidance and recycling arrangements based on a description of the measures to address such considerations for the specific services procured in this contract

and the price criterion and associated weighting.

5. **Price of the bid** ( $W_{Price} = 50\%$ ) based on the price list submitted for each Lot

Tenderers are advised to provide prices for each price category mentioned in the respective pricelist template. Failure to do so may result into the rejection of the tender at the evaluation stage.

For all bids evaluators shall 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 each quality criterion shall 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  $S$  shall be taken into consideration for awarding the contract.

#### **17. Rejection from the procedure**

Candidates/tenderers shall not be awarded to tenderers who, during the procurement procedure, are in one of the following situations:

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

#### **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 shall 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.

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

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