

## Tender specifications

### Attached to the Invitation to tender

#### Invitation to tender № EMSA/OP/14/2016 for the provision of shore-based Automatic Identification Systems (AIS) equipment to Lebanon and Tunisia

##### 1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council<sup>1</sup> for the purpose of ensuring a high, uniform and effective level of maritime safety. Further to the latest revision of the Agency founding regulation<sup>2</sup>, EMSA activities may also include the provision of technical assistance to the EU Neighbouring Partner countries.

Further to that, since June 2013, EMSA implements one of the EU-funded projects, Euro-Med Cooperation on Maritime Safety and Prevention of Pollution from Ships, in the framework of the European Neighbourhood Policy, in order to provide specific technical assistance to the beneficiary countries, i.e. Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Syria<sup>3</sup>, Palestine and Tunisia and to associate them to some of the operational tools developed and managed by EMSA on behalf of the European Commission and the Member States. The overall objective of the EU maritime related projects in the Mediterranean funded in the framework of the European Neighbourhood Policy is to enhance maritime safety, maritime security and marine pollution prevention/response in the beneficiary countries. This includes enhancing the traffic monitoring capabilities of the beneficiary countries, promoting AIS information sharing at regional level and implementation of Vessel Traffic Monitoring and Information Systems (VTMIS) as tools to improve the safety of navigation and consequently environmental protection of the Mediterranean Sea.

In this context the beneficiary countries were provided with the possibility to strengthen their cooperation on AIS matters by taking part in pilot project on AIS information sharing thorough the Mediterranean AIS Regional Server (MAREΣ), operated and maintained by the Italian Coast Guard (ICG). To that end, individual Service Level Agreements (SLAs) have been concluded between EMSA, ICG and some of the beneficiary countries. But lack of or inadequate shore-based AIS infrastructure has been identified as a limitation for the full utilization of the possibilities provided in accordance with the SLAs.

For that purpose EMSA is seeking to contract the provision of shore-based Automatic Identification Systems (AIS) equipment to Lebanon and Tunisia in order to eliminate the shortfalls and to ensure the effective implementation of the SLAs.

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<sup>1</sup> Regulation (EC) No 1406/2002 of the European Parliament and of the Council of 27 June 2002 establishing a European Maritime Safety Agency (OJ L 208, 5.8.2002, p.1.).

<sup>2</sup> Regulation (EU) No 100/2013 of the European Parliament and of the Council of 15 January 2013 amending Regulation (EC) No 1406/2002 establishing a European Maritime Safety Agency (OJ L 39, 9.02.2013, p. 31)

<sup>3</sup> Currently suspended.

## 2. Objective, scope and description of the contract

### 2.1 Overall objective and scope

The objective of this procurement procedure is to identify a suitable supplier for the purchase of shore-based Automatic Identification Systems (AIS) equipment to be delivered to Lebanon and Tunisia.

The maximum scope is to conclude a Framework Contract for Supplies for the purchase of shore-based AIS equipment, consisting of a maximum of 5 (five) shore-based AIS stations and a maximum of 2 (two) Central nodes, split into two lots as follows:

- **Lot 1 "AIS equipment for Lebanon"**<sup>4</sup>: maximum 3 (three) Shore-based AIS stations and 1 (one) Central node;
- **Lot 2 "AIS equipment for Tunisia"**: maximum 2 (two) Shore-based AIS stations and 1 (one) Central node.

**Tenderers interested in competing must provide bids for each of the two Lots.**

**One Framework Contract for Supplies will be signed for each Lot.**

The scope of each of the contracts includes also the provision of ancillary services as described below in the point 2.3.5.

### 2.2 Detailed description of the equipment to be provided

#### 2.2.1 Each shore-based AIS station shall include the following components:

Id	Item	Description	Number of Items
a	AIS GBS	AIS GBS compliant to Rec. ITU-R M. 1371-4 (04/2010) and to the standard in force	2
b.	AIS Server Embedded (LSS)	Dual AIS Base Station Controller (BSC) with built in non-volatile memory for temporary storage of AIS and status data (at least 4 GB).	2
c	VHF Antenna	Whip or Dipole Antenna RY010NG, including brackets, cables and connectors	1
d	VHF Installation Kit	Installation Kit for VHF Antenna	1
e	GPS Antenna	GPS Antenna type "bullet", including brackets, cables and connectors	1
f	APC	Power supply including UPS batteries (battery operation approx. 30 hours)	1
g	EMP&RF protection for antennas	EMP & R/F protectors (e.g. from lightings) for antennas	1
h	EMP&RF protection for APC	EMP & R/F protectors (e.g. from lightings) for APC	1
i	EMP&RF protection for LAN	EMP & R/F protectors (e.g. from lightings) for the network	1
k	Rack unit 19"	Standard rack 19" including surge protection devices, socket strips and tools for installing the hardware	1

<sup>4</sup> Subject to fulfilment of the relevant requirements by Lebanon.



I	Voltage stabiliser	Voltage stabiliser (max load 4.0 Amps) including UPS batteries	1
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### 2.2.2 Each of the Central nodes shall include the following components:

Id	Item	Description	Number of Items
a	Gateway Server embedded	Server Embedded for storage of AIS messages (at least 4 GB) received by the national network.	2
b	Software for SNMP monitoring	Software for monitoring the status of PSSs and LSSs	2
c	Rack unit 19"	Standard rack 19" including surge protection devices, socket strips and tools for installing the hardware	1
d	Workstation	Professional workstation, including OS software licence and monitor 21"	1
e	APC	Power supply including UPS batteries (battery operation approx. 30 hours)	1

Both the Shore-based AIS stations and the Central nodes have to be fully compatible with the Mediterranean AIS Regional Exchange Server – MAREΣ. EMSA will provide the contractor with the technical requirements for connection to the MAREΣ server.

## 2.3 Description of the contract system

Upon the conclusion of this open procurement procedure EMSA intends to award a Framework Contract for Supplies for the purchase of the equipment as described in 2.1 and 2.2 which will be donated to Lebanon and Tunisia respectively. The Framework Contract for Supplies will set out the performance framework, including the prices.

### 2.3.1 Purchase of the AIS equipment

Actual order will be placed on EMSA's initiative after each of the Framework Contracts for Supplies has entered into force through Specific contracts. The individual Specific contract will notably specify the number of shore-based AIS stations and central nodes to be purchased, the delivery date, the location and the contact details of the receiving authority/person.

The signature of the Framework Contract for Supplies does not constitute order *per se* and does not entail any obligation on the part of EMSA to purchase. The award of the Framework Contract for Supplies does not bind EMSA to purchase the maximum quantity of the equipment indicated, i.e. EMSA may decide to either purchase one, or more, or all five shore-based AIS station(s) and one or two central node(s).

### 2.3.2 Warranty of the AIS equipment

The bid shall state the warranty period of the equipment and shall describe the maintenance/repair arrangements in case of equipment failures/non-functioning during the warranty period. Additionally the bidders are invited to provide information on conditions for post-warranty maintenance and repair.

### **2.3.3 Technical documentation**

The tenderer shall provide standard operational manuals necessary to maintain and operate the equipment, both electronic and paper versions.

### **2.3.4 Transportation of the AIS equipment to Tunisia and Lebanon**

The shore-based Automatic Identification Systems (AIS) equipment shall be transported and delivered by the contractor to Lebanon and Tunisia as per Specific contract.

The final destination of the equipment will be communicated to the contractor in advance in order to enable the contractor properly arrange the transportation.

The delivery of the equipment shall be at the quay of the port in the beneficiary country(ies) indicated by EMSA. EMSA may send a representative on the delivery date. The delivery of the equipment shall be accompanied by a consignment note in duplicate to be signed by the contractor or his carrier and by the beneficiaries' representative(s). The contractor shall send a copy of the signed consignment note to EMSA.

### **2.3.5 Ancillary services**

The contractor shall be responsible for all relevant actions in relation to the transportation of the equipment to the place of destination (including temporary storage when necessary) as well as to ensure the integrity of the equipment (by means of appropriate packing, etc.).

The contractor shall take out **full risk insurance** for the equipment covering any damage, loss, theft or liability caused to or by the equipment during loading/unloading, transportation, eventual storage and handling or any other relevant action in which damage to the equipment may occur during the contracting.

This insurance shall cover the period from taking over the equipment from the current location by the contractor until the delivery of the equipment to the beneficiary country(ies).

## **3. Contract management responsible body**

EMSA – Unit B.3, in charge of Environment & Capacity Building, will be responsible for managing the contract.

## **4. Project Planning**

Before each Specific contract is signed by both parties, EMSA will send a request for quotation to define the conditions that might form part of the Specific contract. Within two weeks from the receipt of EMSA request the contractor shall specify transportation cost, including relevant insurance and delivery time, as well as any other relevant information if any, through the submission of the offer to EMSA.

Within one week from the receipt of quotation, in case the quotation has been accepted, EMSA will dispatch two originals of the Specific contracts to the contractor. Within seven working days from its dispatch, the contractor will return two originals of the Specific contracts to EMSA signed and dated.

Once the Specific contract entered in force and the contractor purchased/manufactured the relevant equipment, ensured its compatibility with the Mediterranean AIS Regional Exchange Server MAREΣ and



started all the relevant arrangements regarding the transportation of the equipment to the place of destination as indicated in the Specific contract, the contractor may claim an interim payment equal to 50 % of the total price referred to in the relevant specific contract in accordance with the Framework Contract for Supplies. The contractor must send an invoice for the interim payment accompanied by the relevant progress report as per article I.6.2 of the Framework Contract for Supplies.

The contractor will deliver the AIS equipment at the place and time specified in the Specific contract. The maximum delivery time is 3 months from signature of the Specific contract by the contractor.

The beneficiary countries will have 10 days after delivery of the equipment to notify EMSA about lack of conformity of the equipment with the relevant technical specifications. The beneficiary countries lose the right to rely on a lack of conformity of the equipment if they do not give the notice thereof at the latest within a period specified in this paragraph.

After the completion of delivery, EMSA will pay the contractor's invoice within 30 days from the date of its receipt.

## 5. Timetable

The estimated date for signature of the Framework Contract for Supplies is 13 September 2016.

The table below summarises tentative timelines:

Article in FWC	Event	Comment	Indicative time	Relevant documents from the contractor	Payment scheme
	Signature of the framework contract by both parties	End of the open procedure	13/09/2016		
4.1	Submission of offer to EMSA	The contractor will specify transportation cost, including relevant insurance and delivery time, as well as other relevant information if any	Within 2 weeks from receipt of EMSA request	Offer	
4.2	Dispatch of two originals of the Specific contract to the contractor	Upon EMSA initiative and if the quotation has been accepted	Within 1 week from receipt of the quotation		
4.3	Return of the Specific contract to EMSA	The contractor will return two originals of the Specific contract to EMSA signed and dated	Within 7 working days	Specific contract	
4.4	Interim payment	The contractor will send an invoice	As per Specific contract	Invoice and Progress	50 %

		accompanied by the relevant progress report		report	
4.5	Delivery of the AIS equipment	The contractor will deliver the AIS equipment at the place and time agreed in the Specific contract	Maximum delivery time is 3 months from the signature of the Specific contract by the contractor	Consignment note	
4.6	The contractor will send the invoice for payment		EMSA will pay within 30 days from receipt of the invoice	Invoice for payment	Payment of the balance

## 6. Estimated Value of the Contract

The maximum budget available for this procurement is EUR 240,000 Euro excluding VAT.

The maximum value for Lot 1 "AIS equipment for Lebanon" (ranging from 1(one) to 3 (three) shore-based AIS stations and 1 (one) central node) is 137,000.00 Euro excluding VAT. This maximum value includes the price of equipment and the cost for transportation and any related ancillary service.

The maximum value for Lot 2 "AIS equipment for Tunisia" (ranging from 1 (one) to 2 (two) shore-based AIS stations and 1 (one) central node) is 103,000.00 Euro excluding VAT. This maximum value includes the price of equipment and the cost for transportation and any related ancillary service.

The maximum budget available for both lots is 240,000.00 Euro excluding VAT.

## 7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft Framework Contract for Supplies** available in the Procurement Section under the call to tender EMSA/OP/14/2016 on EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)).

## 8. Terms of contract

When drawing up a bid, the tenderer should bear in mind the terms of the draft Framework Contract for Supplies.

EMSA may, before the Framework Contract for Supplies is signed cancel the award procedure without the tenderers being entitled to claim any compensation.

## 9. Financial guarantees

N/A



## 10. Subcontracting

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

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria<sup>5</sup>. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria.

## 11. Requirements as to the tender

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and should in particular include an English version of the documents requested under points 14.5 and 15 of the present tender specifications.

The tenderer must comply with the minimum requirements provided for in these tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.<sup>6</sup>

The tenderer shall complete the Tenderer's Checklist.

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

The tender 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.
- 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)).

Tenderers 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 tenderer should simply indicate on the cover letter the bank account number to be used for any payment in case of award.

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<sup>5</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.

<sup>6</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).

**Part A:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the points **13, 14.2 and 14.6** of these specifications (part of the exclusion criteria).

**Part B:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Economic and Financial capacity** (part of the Selection criteria) set out under point **14.4** of these specifications.

**Part C:** All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the **Technical and professional capacity** (part of the Selection Criteria) set out under point **14.5** 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 **15** of these specifications.

**Part E:** Setting out **prices** in accordance with **point 12** of these specifications.

## **12. Price**

- a) Prices for the provision of the equipment described in the point 2.2 above and other relevant services must be quoted as follows:
  - 1. Price for 1 (one) shore-based AIS station (as described in detail in the point 2.2.1),
  - 2. Price for 1 (one) central node (as described in detail in the point 2.2.2),
  - 3. Price per unit per Kilometre for the transportation to Tunisia,
  - 4. Price per unit per Kilometre for the transportation to Lebanon,
  - 5. Price (lump sum) for transportation to Beirut (Lebanon),
  - 6. Total price for ancillary services as described in detail in the point 2.3.5 above.
- b) Prices must be quoted in Euro.
- c) Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract.
- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the bid. The amount of VAT must be shown separately.

## **13. Joint Offer**

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid.

Each member of the consortium must provide the required evidence for the exclusion and selection criteria. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

If awarded, the contract will be signed by the person authorised by all members of the consortium. Tenders from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.



**14. Information concerning the personal situation of the service provider and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required**

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

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

**14.2 Grounds for exclusion - exclusion criteria**

To be eligible to participate in this contract award procedure, a tenderer must not be in any of the 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.

#### **14.3 Legal and regulatory capacity – Selection criteria**

- 14.3.1 Requirements: The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.
- 14.3.2 Evidence: Documents evidencing the compliance of the tenderer with the legal and regulatory requirements to pursue economic activity related to the production and/or trade with AIS equipment in the country of its establishment.

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

##### **14.4.1 Requirements:**

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

##### **14.4.2 Evidence:**

- 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) 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.
- d) If, for some exceptional reason which EMSA considers justified, a tenderer is unable to provide one or other of the above documents, he may prove 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.

#### **14.5 Technical and professional capacity – Selection criteria**

- 14.5.1 Requirements: Tenderers shall have minimum 5 years of experience in any of the following areas: provision and/or production and/or assembly and/or maintenance and/or repair and/or supply of AIS equipment.



- 14.5.2 Evidence: Tenderers shall furnish evidence of successfully implemented projects in the last five years related to the provision/delivery of AIS equipment (e.g. recommendation letters from clients, acceptance protocols, etc.)

#### 14.6 Evidence to be provided by the tenderers (Exclusion criteria)

For this purpose the Declaration of Honour available on the Procurement Section of EMSA's website ([www.emsa.europa.eu](http://www.emsa.europa.eu)) shall be completed and signed.

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

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.

If the tenderer 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 is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

When the tenderer to be awarded the contract has already submitted relevant evidence to EMSA, it remains valid for 1 year from its date of submission. In such a case, the reference of the relevant project(s) should be mentioned and the tenderer is required to submit a statement confirming that its situation has not changed.

#### 15. Award criteria

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

1. **Quality criterion 1 ( $W_1 = 60\%$ )** Quality of the equipment described in the point 2.2 above. The quality of the equipment will be assessed on the grounds of its technical characteristics described in appropriate supporting documents (certificates of conformity, technical and user manuals, etc.). The quality of the proposed equipment shall be presented based on the following indicators:
    - the degree/level of performance;
    - the compatibility with similar equipment;
    - the ease to maintain; and
    - the operationality with the fan disabled at surrounding temperature of + 55° C.
  2. **Quality criterion 2 ( $W_2 = 10\%$ )** Quality of the proposal in terms of the ancillary services, delivery time, warranty period, supporting documentation and users instructions, based on the description and appropriate supporting evidence.
- and the price criterion and associated weighting:

### 3. Price of the bid ( $W_{\text{Price}} = 30\%$ )

The price of the bid will be calculated as a sum of prices described under paragraph 12 "Price" of these Tender specifications.

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

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

Only bids that have reached a minimum of 60 % for  $Q_1$ , a minimum of 60 % for  $Q_2$  will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only bids that have reached a minimum of 60 % for the score  $S$  will be taken into consideration for awarding the contract.

### 16. Rejection from the procedure

Contracts will not be awarded to tenderers who, during the procurement procedure, are in one of the following situations:

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



## **17. Intellectual Property Right (IPR)**

Please consult the contract for IPR related clauses.

If the results are not fully created for the purpose of the contract this 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.