

Tender specifications

Attached to the Invitation to tender

Invitation to tender No EMSA/OP/19/2016 for the provision of travel agency services in the framework of EU funded projects for technical assistance to southern and Eastern ENP partner countries

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council¹ for the purpose of ensuring a high, uniform and effective level of maritime safety. Further to the revision in 2013 of the Agency's founding regulation², EMSA activities may also include the provision of technical assistance to the EU Neighbouring Partner countries.

Since June 2013, EMSA is involved in the provision of technical assistance in the area of maritime safety, maritime security, marine pollution prevention, preparedness and response to European Neighbourhood Policy (ENP) partner countries through two EU funded projects ending, respectively, on 31 January and 15 March 2017.

Follow-up projects are expected to start in spring 2017 in order to provide Southern ENP partner countries (Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine, Tunisia and Turkey) and Eastern ENP countries (Azerbaijan, Georgia, Islamic Republic of Iran, Kazakhstan, Moldova, Turkey, Turkmenistan and Ukraine) with technical assistance in the above mentioned technical areas.

This tender will result in the conclusion of one framework service contract per each lot for the provision of travel agency services, related to the organisation of travel arrangements for staff, invited experts and any other persons who travel on behalf, or per request, of EMSA in the scope two EU Projects for the provision of technical assistance to the Southern ENP Partnership and Eastern ENP Partnership that fall under the above policy instrument.

The services shall comprise, inter alia, the provision of transport tickets and hotel reservations and other related services including but not limited to car rental and train tickets.

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 contractor/s for the provision of travel agency services to be delivered to EMSA in the scope of two EU Projects for the provision of technical assistance to the Southern ENP Partnership and Eastern ENP Partnership countries.

¹ 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.).

² 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)

The procurement procedure is split into two lots which will result in a separate Framework Service Contract each with the following subject:

- **Lot 1: Travel agency services in the scope of the EU funded Project for the provision of technical assistance to the Southern ENP Partner countries;**
- **Lot 2: Travel agency services in the scope of the EU funded Project for the provision of technical assistance to the Eastern ENP Partner countries.**

Tenderers interested in competing may provide bids for one or two lots.

2.2 Description of the services to be provided for both lots

The subject of this call for tender is to award a contract to a specialised company who shall, for the respective lot, provide the following services:

- Issue of transport tickets and related services, including but not limited to: hotel booking and/or issuance of hotel vouchers, car rental;
- 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.;
- Provision of detailed and complete statistics including and analysing all the services requested;
- Additional services related to the above (visa assistance, in-country transportation, meeting hall rental assistance etc.), if available within the scope of the contract, may be ordered by EMSA via a separate request for quotation.

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

2.2.1 General description of the service

The services subject to this procurement procedure are to be performed by the contractor (travel agency) from the contractor's premises.

The travel agency services 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 applicable on the matter.

The award of the contract/s is conditioned upon the possession of the authorisations/permissions needed for the execution of the contract/s. The travel agency shall inform EMSA immediately if any authorisation/permission had been withdrawn, at any time in the course of the implementation of the contract/s.

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 EMSA. If the conditions for implementation of the contract are not guaranteed any longer because of the mentioned changes or, if the latter were not communicated by the contractor in due time, EMSA reserves the right to terminate the contract in accordance with the relevant contractual provisions.

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

The services shall be provided in conformity with the EMSA rules and procedures on missions and reimbursement of participants in events organised under Projects financed by the European Commission. Those, together with all other relevant instructions will be communicated to the contractor/s at the kick-off meeting at the latest.

The travel agency shall use the air transport fares negotiated with the airlines by the travel agency beforehand, except if the price of the transaction at the time of the request by EMSA is lower than the negotiated price.

EMSA reserves its right to conclude bilateral agreements with airlines, 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 to make the needed bookings, except if a lower price published or negotiated by the travel agency is available. In no case will the travel agency be able to use the agreements concluded between EMSA and any other companies for other customers.

The travel agency shall respect the procedures for bookings agreed upon with EMSA, during the kick-off meeting.

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

Upon request of EMSA, the travel agency has to be ready to produce:

1. detailed statistics 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 1 to these specifications;
2. consolidated reports according to criteria determined by the Agency and the contractor before the beginning of implementation of the contract, on the types of data to be included in the statistics.

EMSA shall, prior to contract signature, inform the staff of the travel agency appointed to handle requests for services from EMSA 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.

2.3 Services

The travel agency shall provide to EMSA as soon as possible, and preferably within 2 hours from EMSA's request, 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 in Appendix 4. If the travel agency cannot propose a hotel below the price ceiling a notification of this fact to EMSA shall be sent immediately. All fees applicable to transport fares and hotel rates shall be demonstrated to the Agency in a transparent manner.

If EMSA finds fares and itineraries more advantageous than those proposed by the travel agency contractor/s, the contractor/s shall make every effort to provide them to the travellers.

The travel agency shall confirm the final booking to EMSA in writing by transmitting the relevant information, which shall include the route and the conditions for use of the issued tickets and/or vouchers.

The travel agency shall provide, at the request of EMSA, 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.

EMSA reserves its right to regularly carry out checks on the above points. In the event that the non-communication of the above-mentioned information would have a financial impact on the price of the tickets and/or on any other related service/s or of insufficient transparency of communicated information, EMSA shall inform the travel agency in order to evaluate the possible negative consequences of these failures and the actions to be taken to mitigate their effects and to avoid them in the future.

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

The names and contact details of EMSA staff designated to serve as a first point of contact with the travel agency and request the provision of services within the scope of the contract shall be communicated to the contractor at the latest at the kick-off meeting. The contractor/s shall ensure that any personal data that will come to his possession in the process of fulfilling of his contractual obligations with EMSA will be processed according to the Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on free movement of such data.

All EMSA requests shall be sent to the travel agency via e-mail. Contacts on the telephone for defining details of the request shall be then always confirmed via e-mail.

The travel agency shall be informed by EMSA if the booking request includes a segment of the trip in the private interest of the person going on the trip and provide the travel agency with the relevant details of the traveller. If so, the additional expenses that would result from this private segment shall be invoiced directly to the traveller without any intervention from EMSA.

Any noted overcharging, for a reason formally ascribable to the travel agency, shall be supported by the latter. The travel agency shall give priority to travel requests marked as urgent.

The travel agency shall propose, for each trip, the solution most favourable to the interests of EMSA, especially from the financial point of view. Offers shall also include 'low cost' fares when available. 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/s travelling taking advantage of the most economical offer made by the travel agency, the latter shall provide the ticket requested against presentation of a written request by EMSA duly signed by the responsible person before making the booking.

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

If the travel agency applies any measures or agreements that impose restrictions on the services available, including but not limited to the ability to use the services of certain airlines or to make bookings in any of the countries specified for the relevant lot, the travel agency must clearly state this in its tender.

The travel agency shall aim to purchase tickets directly from the service providing airline and not through an intermediary airline.

The validity of the proposals made shall be of a sufficient duration as to enable EMSA 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 should be avoided).

The travel agency shall deliver, in due time, to the travellers, 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 72 hours at the latest before the start of the trip, except for orders placed less than 96 hours before the beginning of the business trip.

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 EMSA via e-mail.

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

The travel agency shall ensure the provision of the services under the contract every working day of EMSA from 08h30 to 18h00 (Lisbon time).

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 telephone number and/or e-mail address in their proposal and describe the services that can be provided out of working hours.

The list of the holidays of EMSA will be provided to the travel agency at the beginning of each year. As an indication, the public holidays for year 2017 are attached to these specifications in Appendix 2.

2.4 Technical means

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 EMSA, 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 shall be responsible for any expenses related to such installation and their respective use. EMSA reserves its right to refuse the use of any system which does not correspond to the nature or the level services foreseen.

The contractor/s shall inform EMSA about the telephone, fax numbers and e-mail account address assigned to the Agency.

2.5 Personnel of the travel agency

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 tenderers shall include in their tenders their organisational charts (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/s of the agency (as mentioned in paragraph 14.5). Furthermore, it shall indicate the number of persons considered necessary to be assigned to ensure the good performance of the contract.

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.

The English language proficiency of the staff of the travel agency assigned to the services shall facilitate contacts with EMSA. The minimum obligatory language requirements are for a good command (written and spoken) in English.

The contractor/s shall as a minimum:

- 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 shall 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.

The travel agency shall be properly insured to cover civil and professional liability, and, upon request, a copy of the insurance shall be provided to EMSA.

2.6 Financial dispositions

The tenderer shall exclusively base the presentation of its financial offer on the financial submission form enclosed.

The travel agency shall present monthly invoices, according to the provisions of the Framework Service Contract, the order forms and the information which was provided to the successful tenderer.

The travel agency shall present the invoices distinguishing the transaction fees.

2.7 Account Management

The essential elements which shall be included in the invoice, its format and presentation as well as the technical methods of transmission of the data and documents shall be communicated to the travel agency at

the kick off meeting. EMSA reserves its right to modify these elements according to its needs, with a notice period of one month.

Invoices are to be raised during a time period stretching from 6 months before and 90 days after a service takes place, respectively.

EMSA does not accept any Invoice raised more than 6 months before a service takes place; any exception to this rule requires prior approval by EMSA.

EMSA does not accept any invoices raised more than 90 days after a service takes place; there is no exception to this rule.

Any payment by EMSA will be carried out only when the conditions of "2.6 Financial dispositions" and the provisions of the Framework Service Contract are met.

2.8 Administrative Management

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

- 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 EMSA, (such as: breakdown of the sales turnover by means of transport and/or services, into total and administrative entities of EMSA, 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 EMSA. 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 EMSA, transmitted on CD, mail or eventual web platform.

This information shall be provided at the request of EMSA.

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

Within 14 days after the signature of the contract the kick-off meeting with the contractor shall take place, either in the form of a teleconference or at the premises of the contractor or EMSA in order to further discuss the modalities for the implementation of the contract.

Three months after the entry into force of the contract a second meeting will be held in order to fine tune the service and resolve possible problems on either side.

Meetings may also be held at the request of either contracting party if any problem cannot be solved via e-mail or telephone. EMSA shall not reimburse travel expenses to the contractor incurred in relation to any meeting.

5. Timetable

The estimated time for signature of the Framework Service Contract is the beginning of March 2017.

6. Estimated Value of the Contract

The maximum budget available for this procurement is EUR 2,000,000.00 excluding VAT, including cost of the tickets/vouchers and fees of the travel agency. Only the prices indicated in Appendix 3 'Transaction fee form' shall be taken into consideration for the evaluation of the offers submitted under this call for tender.

The maximum value for Lot 1 is EUR 1,000,000.00 excluding VAT. This maximum value includes the cost of the tickets/vouchers and fees of the travel agency.

The maximum value for Lot 2 is EUR 1,000,000.00 excluding VAT. This maximum value includes the cost of the tickets/vouchers and fees of the travel agency.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft service framework contract** available in the Procurement Section under the call to tender EMSA/OP/19/2016 on EMSA's website (www.emsa.europa.eu).

8. Terms of contract

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

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

9. Financial guarantees

Not applicable

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 criteria³. 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.⁴

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)
- 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)

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.

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.

³ To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

⁴ 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 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 travel agency services in the scope of the two EU Projects for the provision of technical assistance to Mediterranean and Eastern Partner countries shall be those submitted in the form Appendix 3 'Transaction fee form'.
- 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 providers 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).

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.

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

The tenderer must possess relevant authorisations to perform national and international travel services as required in these Tender Specifications.

The tenderer must be a registered (IATA) travel agent.

14.3.2 Evidence

Documents evidencing that the tenderer is established as a recognised legal entity and is 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, in addition to the (IATA) travel agent registration shall be enclosed into the bid.

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 for the last three years for which accounts have been closed.
- b) Statement of overall turnover and turnover relating to the relevant services for the last three financial years.
- 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 his economic and financial capacity by any other

document which EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

14.5 Technical and professional capacity – Selection criteria

14.5.1 Requirements

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

More specifically:

- a) The tenderer shall have an appropriate organisational structure suitable to provide the services subject to these Tender specifications.
- b) The representative nominated pursuant to point 2.5 above shall have 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 questions 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;
- c) Other contractor's staff members nominated to manage the implementation of the contract with EMSA shall have professional competences and language skills in English.

14.5.2 Evidence

The tenderer shall provide evidence of the professional capacity to perform the contract by producing:

- a) 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). Description of the proposed working method, the method for coping with answering to last minute and urgent requests outside working days and fixed hours as well as the qualitative and quantitative level of installations and equipment has to be provided too;
- b) Documents (certificates) evidencing the competence of the representative nominated pursuant to point 2.5 above 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.
- c) Documents (certificates) evidencing the professional competences and language skills of other contractor's staff members nominated to manage the implementation of the contract /s with EMSA.
- d) Description of the working method and system to cope with answering to last minute and urgent requests outside working days and fixed hours.
- e) Description of the installation and equipment used for the implementation of the Contract/s.

14.6 Evidence to be provided by the tenderers

For this purpose the Declaration of Honour available on the Procurement Section of EMSA's website (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.

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 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:

For Both Lots:

1. Quality criterion 1 ($W_1 = 20\%$) : **Personnel**

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

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

- a) Proposed working method including the use of limitations of the services provided and the system proposed for coping with answering to last minute and urgent requests outside working days and fixed hours. (11%);

b) Qualitative and quantitative level of the installations and equipment. (9%).

3. Quality criterion 3 ($W_3 = 30\%$) : **Scenarios**

Please note that evidence for the bookings used for the purposes of the below scenarios must be provided in order to give evidence of the availability of fares, prices and itineraries.

For Lot 1:

Scenario 1 weighting (15 %)

Please provide a detailed proposal based on the assumption that a seminar held in EMSA's premises in Lisbon, Portugal starts on Wednesday 17 May 2017 and ends on Friday 19 May 2017 with the following conditions:

There will be one participant from each of the following countries: Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine, Tunisia and Turkey.

For those participants:

- 1) 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;
- 2) 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 the overnight stays shall respect the accommodation ceilings detailed in Appendix 4;
- 3) Accommodation in Lisbon (close near the EMSA premises) shall be booked. The hotel prices for Lisbon shall respect the accommodation ceilings detailed in Appendix 4.

Scenario 2 weighting (15 %)

Please provide a detailed proposal based on the assumption that a seminar is held in Tunis, Tunisia starts on Wednesday 15 March 2017 and ends on Friday 17 March 2017 with the following conditions:

There will be one participant from each of the following countries: Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine, Tunisia and Turkey. There will also be one traveller coming from Lisbon and one from Finland.

For all those participants:

- 1) 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 Tunis, Tunisia shall be used;
- 2) 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 the overnight stays shall respect the accommodation ceilings detailed in Appendix 4;

- 3) accommodation in Tunis, Tunisia shall be booked. The hotel prices for Tunis, Tunisia shall respect the accommodation ceilings detailed in Appendix 4.

For Lot 2:

Scenario 1 weighting (15 %)

Please provide a detailed proposal based on the assumption that a seminar held in EMSA's premises in Lisbon, Portugal starts on Wednesday 19 April 2017 and ends on Friday 21 April 2017 with the following conditions:

There will be one participant from each of the following countries: Republic of Azerbaijan, Georgia, Islamic Republic of Iran, Republic of Kazakhstan, Republic of Moldova, Turkey, Turkmenistan and Ukraine.

For all those participants:

- 1) 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;
- 2) 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 the overnight stays shall respect the accommodation ceilings detailed in Appendix 4;
- 3) Accommodation in Lisbon (close near the EMSA premises) shall be booked. The hotel prices for Lisbon shall respect the accommodation ceilings detailed in Appendix 4.

Scenario 2 weighting (15 %)

Please provide a detailed proposal based on the assumption that a seminar is held in Aktau, Kazakhstan starts on Wednesday 26 April 2017 and ends on Friday 28 April 2017 with the following conditions:

There will be one participant from each of the following countries: Republic of Azerbaijan, Georgia, Islamic Republic of Iran, Republic of Kazakhstan, Republic of Moldova, Turkey, Turkmenistan and Ukraine. There will also be a traveller coming from Lisbon and one from Stockholm.

For all those participants:

- 1) 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 Aktau, Kazakhstan shall be used;

- 2) 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 the overnight stays shall respect the accommodation ceilings detailed in Appendix 4;
- 3) accommodation in Aktau, Kazakhstan shall be booked. The hotel prices for Aktau, Kazakhstan shall respect the accommodation ceilings detailed in Appendix 4.

and the price criterion and associated weighting:

4. Price of the bid ($W_{Price} = 30 \%$) as indicated in Appendix 3 'Transaction fee form'.

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

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

For each lot, 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.

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.

List of Appendixes:

Appendix 1 – Data for statistics

Appendix 2 – List of 2017 EMSA's public holidays

Appendix 3 – Transaction fee form

Appendix 4 – Indicative ceilings