

Tender Specifications

Attached to the Invitation to tender

Invitation to tender No. EMSA/NEG/2/2023 for Services in the fire safety and related domain

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.

Article 15(2c) of Regulation 1406/2002 establishes that the Executive Director “shall take all necessary steps (...) to ensure the functioning of the Agency in accordance with provisions of this Regulation.”

In order to fulfil its tasks, the Agency must assure the proper functioning of its building’s technical infrastructure and safety of its staff, for which a relevant contract is necessary.

EMSA is applying the environmental management systems ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve its environmental performance. EMSA complies with all applicable legal requirements relating to the environment and endeavours to ensure that suppliers comply with its environmental policy within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing tenders.

2. Objective, scope and description of the contract

The objective of the procurement is to establish a single Framework Service Contract in the fire safety and related domain for both Modules as described below.

Module 1 – Provision of trainings, drills, and consultancy services in the fire safety domain.

Module 2 – Supply of the fire safety equipment and maintenance services of safety equipment placed in EMSA premises.

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.).

2.1 Scope of services included in the Module 1

2.1.1 Trainings

The contractor shall deliver all trainings in English, at EMSA's premises (except the First Intervention Team training, that can be delivered on field out of EMSA's building), on a predefined EMSA working day (Monday to Friday), and during EMSA working hours (i.e., 09h30-17h00), upon EMSA's request.

The contractor shall provide all training materials and equipment necessary for carrying out the training. In case of trainings delivered in EMSA's building, the Agency provides an appropriate venue and any audio-visual equipment necessary for delivering the training (e.g., projector, screens, PC) if requested by the contractor in advance.

EMSA reserves the right to purchase under the contract supplementary trainings in a different format and/or under different conditions from that specified in points 2.1.1.a) and 2.1.1.b) below, depending on EMSA needs. These supplementary services will be ordered on the basis of a quote provided by the contractor as per Article I.4.3 of the draft framework contract.

2.1.1.a) Training for First Intervention Team members

EMSA's First Intervention Team (composed of minimum 24 staff members) must attend this training, which is expected to last a full day (half day of theoretical part, half day of practical exercises). The contractor shall make the necessary arrangements for an appropriate venue for practical exercises outside EMSA's premises. EMSA will arrange transportation for its staff if needed.

Objectives:

- Present basic definitions and classifications related to fire safety (classes of fire, types of fire extinguishing equipment, types of agents, etc);
- Explain the theory of firefighting and methods of extinguishing;
- Coach the team to react quickly and efficiently to firefight;
- Prepare for proper acting during building evacuation;
- Simulate individual and team confrontation with fire emergency situations by using a variety of practical exercises on the training ground, simulating firefighting including the use of different extinguishing equipment (fire extinguishers, hoses, etc.) depending on the type of fire source;
- Clarify the specificities of the first intervention equipment available in EMSA.

2.1.1.b) Informative training related with earthquakes

All EMSA staff (around 250 staff members) must attend this training (informative session), which is expected to last one hour.

Objectives:

- Inform on EMSA's Safety Manual in case of earthquake;
- Present main measures in terms of earthquake preparedness;
- Explain earthquake response procedures and present the proper way of reacting in affected areas (outdoors, inside the building, etc.);
- Advise on potential consequences and secondary effects after earthquakes (aftershocks, damages of technical infrastructure, fires, landslides, flooding, tsunami, diseases, etc.);
- Raise awareness on responsibilities and individual roles.

2.1.2 Evacuation drills

The contractor shall organise a drill exercise for evacuation, first intervention, and first aid to all EMSA staff (around 250 staff members), plus possible external visitors which might be present in EMSA's building at the time of the drill, in English, in EMSA's premises, on a predefined EMSA working day (Monday to Friday), and during EMSA's working hours (i.e. 09h30-17h00), upon EMSA's request, and in line with the periodicity required by law.

The contractor shall prepare and accompany the drill exercises and shall supply all materials and equipment necessary for its execution (e.g. fire extinguishers to be used on the drill, masks, smoke generating machines and other equipment if necessary), and shall be inclusive of all insurances and transportation of contractor's staff.

The content of the drill exercise shall be adapted to the specific needs and risks of the building. Upon completion of the drill exercise, the contractor shall provide a post-drill exercise report outlining the findings and proposing improvements and/or alterations to the Safety Manual.

Objectives:

- Ensure that the training(s) undergone by EMSA staff is(are) kept up to date;
- Practical verification of the existing Safety Manual;
- Identify issues where there is room for improvement.

2.1.3 Consultancy services

EMSA may request consulting services for:

1. Analytic verification of existing Safety Manual procedures;
2. Revision and re-drafting of Safety Manual;
3. Preparation of instructions related to behaviour/actions in EMSA's premises classified as 'danger/critical zones' during emergencies;
4. Preparation of main objectives and scenarios for the informative training sessions dedicated to the security guards in-house (external contractor);
5. Provision of information and technical advice with respect to legal requirements related to evacuation, first intervention and first aid;
6. Adjustment of the Safety Manual to organisational, structural and/or functional changes in EMSA and/or its premises;
7. Improvements/alterations of the Safety Manual based on post-drill reports;
8. Update of plans with respect to emergency exits;
9. Development of impact and risk assessments related to fire safety of the building and its users;
10. Preparation of communication to inform EMSA's contractors and visitors (users of the Conference Centre and meeting rooms) on how to act in case of emergency.

All documents requested under consultancy services must be prepared in English. If requested by EMSA, documents shall also be provided with a **translation to Portuguese certified according to Portuguese law** (i.e., by a notary or lawyer).

2.2 Scope of services included in the Module 2

2.2.1 Supply of safety equipment

The contractor shall supply fire extinguishers (foam and water, carbon dioxide and dry powder) and fire hose reels as described in Appendix B ('Compliance Matrix'). Such equipment must be accompanied by the required signage or any other safety equipment and accessories.

Any equipment supplied under this contract, in particular fire extinguishers, fire hoses, the required signage or any other safety equipment and accessories required by EMSA shall include warranty and delivery.

The contractor shall also supply fire extinguisher's recharging service, replacement units, and/or spare parts necessary to carry out the corrective maintenance in line with Point 2.2.2.

Tenderers are encouraged to add their full catalogue to their bid. EMSA reserves the right to purchase under the contract supplementary equipment not included in Appendix B ('Compliance Matrix'), to be ordered on the basis of a quote provided by the contractor as per Article I.4.3 of the draft framework contract.

Note: Failure to fill in Appendix B Compliance Matrix may lead to the rejection of the bid.

2.2.2 Preventative and corrective maintenance

The contractor shall perform a preventative maintenance at minimum once per year and corrective maintenance when necessary.

Preventative and corrective maintenance shall be inclusive of all insurances and transportation of contractor's staff to the place of performance of the maintenance, and shall be in line with Portuguese National Legislation, in particular: DL 220/2008, as amended by DL 224/2015, P 1532/2008 and *Autoridade Nacional de Proteção Civil* (ANPC) technical notes.

Any supplementary equipment that may be supplied under the contract, in particular fire extinguishers, fire hoses, the required signage or any other safety equipment and accessories required by EMSA, shall include its preventative maintenance for the whole duration of the contract.

The contractor shall perform hands-on corrective maintenance depending on immediate needs communicated by EMSA or identified by the contractor when performing preventative maintenance. Before the start of any corrective maintenance, the contractor must provide EMSA with a service quotation (including number of hours and price of necessary services, spare parts etc). Only after EMSA's approval of this quotation may the contractor commence the services. Order Forms for corrective maintenance may cover only one or several corrective interventions throughout the whole duration of the contract.

2.2.2.a) Preventative maintenance on existing fireproof partitions and fireproof doors

Hands on preventative maintenance shall be done for 21 (twenty-one) fireproof partitions, 37 (thirty-seven) single fireproof doors, and 33 (thirty-three) double fireproof doors.

The scope of the services must comply the Portuguese regulations. Main elements to be checked:

- Wear and tear, screws, hinges and self-closing mechanisms;
- Intumescent seals verification for presence and integrity.

2.2.2.b) Preventative maintenance on fire hose reels

Hands on preventative maintenance shall be done for 25 (twenty-five) units.

The scope of the services must comply the Portuguese regulations. Main elements to be checked:

- Pipe system, fixings and sealings;
- Cleaning of equipment and accessories;
- Possible deficiencies or tears in semi-rigid hoses;
- Nozzle lubrication.

2.2.2.c) Preventative maintenance on fire extinguishers

Hands on preventative maintenance shall be done for: 63 (sixty-three) foam and water, 19 (nineteen) carbon dioxide (CO₂), 4 (four) 6kg dry powder and 3 (three) 50Kg dry powder fire extinguishers.

The scope of the services must comply the Portuguese regulations. Main elements to be checked:

- The condition of the outer part of the extinguisher;
- The pressure;
- The legibility of the handling instructions;
- The need for a recharge.

2.2.2.d) Preventative maintenance on foam fixed fire extinguishing system

Hands on preventative maintenance shall be done for 2 (two) units.

The scope of the services must comply the Portuguese regulations. Main elements to be checked:

- Distribution circuit;
- Possible leaks;
- Visual check;
- Signage;
- Valves serviceability, (open/close);
- Pressure;
- General condition;
- Use tools and parts factory approved;
- Control elements;
- Fixing elements.

3. Contract management responsible body

EMSA Unit 4.2 in charge of Legal, Finance & Facilities will be responsible for managing the contract.

4. Project Planning

The Framework Contract will have a duration of 48 months and will be implemented by Order Forms. The preliminary indicative time planning for implementation is:

Module 1:

- First Intervention Team training: at least once every two years (twice in the lifetime of the contract), 2nd/3rd quarter of 2024 and 2026;

- b) Informative training sessions related with earthquakes: at least once in the lifetime of the contract (depending on EMSA's needs);
- c) Drill exercise: at least once every two years (minimum twice in the lifetime of the contract), 3rd/4th quarter of 2024 and 2026. Additional drill exercises can be requested by EMSA;
- d) Consultancy services – on *ad hoc* basis.

Module 2:

- a) Supplies of safety equipment will be ordered on *ad hoc* basis.

The order will be based on the price list (the contractor's catalogue and/or a quotation from the contractor).

- b) The standard preventative maintenance shall be done at least once per year (according to Portuguese regulations), expected to start from the 4th quarter of year 2024.

For the total duration of the contract minimum 4 (four) preventative maintenance inspections are foreseen – in 2024, 2025, 2026 and 2027. The exact dates of the preventative maintenance inspections will be agreed every year between EMSA and the contractor in the respective Order Form.

- c) The performance of the corrective maintenance will be ordered on *ad hoc* basis.

5. Timetable

The estimated date for signature of the contract is the 3rd quarter of 2023.

6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 60,000.00 excluding VAT.

7. Terms of payment

Payments will be made in accordance with the provisions of the draft **Framework Service Contract** available in the Procurement Section under the call to tender **EMSA/NEG/2/2023** on EMSA's website (www.emsa.europa.eu). The successful tenderer(s) shall take the appropriate measures to be compliant with the e-invoicing conditions as set out in the draft contract.

8. Terms of contract

When drawing up a tender, the tenderer shall bear in mind the terms of the draft Framework Service 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 it shall indicate in its 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 criteria². 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. However, the selection criteria may apply individually where it is relevant in view of their nature.

11. Requirements as to the tender

Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should preferably be submitted in English and shall in particular include an English version of the documents requested under points 14.5 and 16 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.³

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 (Join Offers) it shall indicate it in its offer by completing the form "Statement of Subcontracting / Joint Offer". This document is available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the contract, including up-to-date proof of that authorisation, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure. The cover letter shall be accompanied by Authorised Signatory Form duly completed and signed.
- b) **The Financial Identification Form completed**, signed and stamped. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu).
- c) **The Legal Entity Form** completed, signed by the person authorised to sign the contract and stamped along with the requested accompanying documentation, including up to date proof of that

² To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

³ 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).

authorisation. 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 Identification Form requested if such a form has already previously been completed and sent to EMSA. In this case the tenderer shall 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 tenderers on the basis of the points 10, 13 and 14.2 of these specifications (exclusion criteria).

Part B: All the information and documents required by EMSA for the appraisal of tenderers on the basis of the Legal and Regulatory capacity (part of the selection criteria) set out under point 14.3 of these Tender Specifications.

Part C: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the Economic and Financial Capacity (part of the selection criteria) set out under point 14.4 of these specifications.

Part D: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the Technical and Professional capacity (part of the selection Criteria) set out under point 14.5 of these specifications.

Part E: 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 16~~16~~ of these specifications;

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

12. Price

- a) Price must be quoted for the provision of services covered under **Module 1** and shall be all inclusive (e.g., equipment, materials, insurance and transportation costs). Tenderers must fill in the Appendix A (Financial proposal - Module 1) with the prices for each service type as specified in Section 2.1.
- b) Price must be quoted for the provisions of services/supplies covered under **Module 2** and shall be all inclusive. Tenderers must fill in the Appendix A (Financial proposal – Module 2) including:
 - Price for the supply of safety equipment mentioned in point 2.2.1 and Appendix B (Compliance Matrix) included all associated costs (e.g., warranty, delivery).
 - Price for preventative maintenance (per year) for the equipment as described in points 2.2.2.a), b), c), d) included all associated costs (e.g., equipment, materials, insurance and transportation costs). The quoted price per year shall also include preventive maintenance for any supplementary equipment that may be purchased during the duration of the contract (in particular fire extinguishers, fire hoses, the required signage or any other safety equipment and accessories required by EMSA).
 - Price for corrective maintenance (per hour) as describe in points 2.2.2 included all associated costs (e.g., equipment, materials, insurance and transportation costs).
- c) Prices must be fixed amounts and non-revisable unless otherwise specified in the contract.
- d) Prices must be quoted in euro.

- e) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, the latter is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation 1406/2002/EC. Therefore, price and the amount of VAT must be shown separately.

During contract implementation, EMSA will purchase on the basis of the prices indicated in the tender (Appendix A (Financial proposals)). However, EMSA may request the contractor to propose supplementary services/supplies to be ordered on the basis of a quote provided by the contractor as per Article I.4.3 of the draft framework contract.

13. Joint Offer

Groupings, irrespective of their legal form, may submit tenders. Tenderers may, after forming a grouping, submit a joint tender on condition that it complies with the rules of competition. Such groupings 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 tender.

Each member of the group 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 group will be checked to ensure that the group as a whole fulfils the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

If awarded, the contract will be signed by the person authorised by all members of the group. Tenders from 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 tenderer and information and formalities necessary for the evaluation of the minimum economic, financial, technical and professional capacity required.

14.1 Legal position – means of proof required

When submitting their tender, tenderers are requested to complete and enclose the **Legal Entity Form** available on the Procurement Section 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 exclusion situations listed in the Declaration of Honour.

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.

14.3 Legal and regulatory capacity – Selection criteria

14.3.1 Standards / Prerequisites

The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.

In particular, the tenderer shall comply with all Portuguese Legislation including, but not limited to, DL 220/2008, republished by DL 224/2015, P 1532/2008 and be accredited by the ANPC.

14.3.2 Evidence

Copy of accreditation by the relevant national authority proving that it is authorised to perform the services described in Section 2, such as the one issued by Autoridade Nacional de Protecção Civil (ANPC) or equivalent in the country where the tenderer is established.

14.4 Economic and financial capacity – Selection criteria

14.4.1 Standards / Prerequisites

- a) The tenderer must be in stable financial position and must have the economic and financial capacity to perform the contract.
- b) The tenderer must not be subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) substantially affecting the performance of the contract (e.g., asset freezes and/or a prohibition on making funds or economic resources available). The prohibition applies throughout the whole performance of the contract.

14.4.2 Evidence

- a) Self-declaration that the tenderer is not subject to restrictive measures (e.g., asset freezes and/or a prohibition on making funds or economic resources available) substantially affecting the performance of the contract.

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 the provided documents are up to date. In this case the tenderer shall simply indicate on the cover letter the procurement procedure where the evidence has been provided.

If, for some exceptional reason which EMSA considers justified, a tenderer is unable to provide one or other of the above documents, it 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 Standards / Prerequisites

- a) The tenderer must have a minimum of 5 years of experience in the provision of services described in Module 1.
- b) The tenderer must have a minimum of 5 years of experience in the provision of services described in Module 2.
- c) Staff involved in the implementation of the services described in Module 1 shall have at least 3 years of relevant professional experience and at least B2 level in the English language.

14.5.2 Evidence

- a) Proof of at least five years of relevant business activity on the market (e.g. register of companies);
- b) List of at least 3 (three) clients where similar **training, drills, and consultancy services (as described in Module 1)** have been carried out during the last 5 (five) years – the list shall include the name of the client, years of the contract execution, the scope of the trainings, drills, and consultancy services;
- c) Detailed CV (in EuroPass or similar format) of staff responsible for carrying out the **trainings, drills, and consultancy services (as described in Module 1)**, including at least professional experience in fire safety domain, and linguistic skills (in particular English).
- d) List of at least 3 (three) clients where similar **preventive and corrective maintenance services (as described in Module 2)** have been carried out during the last 5 (five) years - the list shall include the name of the client, years of the contract execution and the scope of the maintenance services.

15. Declaration of Honour (DoH)

Please note that the tenderer shall provide information with regards its situation and on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control and beneficial owners.

Upon request and within the time limit set by EMSA, the tenderer shall provide the following evidence concerning itself, the natural or legal persons as listed under the first paragraph, and concerning the natural or legal persons which assume unlimited liability for the debt of the tenderer:

For the exclusion situations described in points (a), (c), (d), (f), (g) and (h) of the Declaration of Honour, 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 situations described in (a) and (b) of the Declaration of Honour, production of recent certificates issued by the competent authorities of the country of establishment 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.

The successful tenderer must provide the documents mentioned as supporting evidence before signature of the contract and within the deadline given by EMSA. This requirement applies to each member of the group in case of joint tender.

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.

16. Award criteria

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

1. **Quality criterion 1** ($W_1 = 20\%$): Proposed methodology for organising and carrying out trainings and drills (Module 1).
2. **Quality criterion 2** ($W_2 = 20\%$): Quality of the material/equipment and team proposed for trainings, drills, and consultancy services (Module 1), including the adequacy of the profiles proposed for the roles during contract implementation (e.g. composition in terms of contract coordinator, proposed trainers, proposed consultants, back-up team members, etc).
3. **Quality criterion 3** ($W_3 = 10\%$): Response time for corrective maintenance, including supply of spare parts, and for the fire extinguishers' recharge service (Module 2).

and the price criterion and associated weighting:

4. **Price of the bid** ($W_{Price} = 50\%$): Total price based on the scenarios listed in **Appendix A (Financial proposals)**.

For evaluation purposes, the price of the bid is considered to be the sum 'Total price of Module 1' and the 'Total price of Module 2' as calculated in **Appendix A** under the relevant module.

Failure to fill in Appendix A (Financial proposals) may lead to the rejection of the bid.

For all tenders, 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

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

Only tenders that have reached a minimum of 60% for Q_1 and 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 tenders that have reached a minimum of 60% for the score S will be taken into consideration for awarding the contract.

17. Evaluation and award

The evaluation of the tenders that comply with the conditions as per Invitation to tender will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement;
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.
- EMSA will evaluate the above-mentioned elements in the order that it considers to be the most appropriate. The successful tenderer(s) must pass all the above-listed elements to be awarded the contract.

18. 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 used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

19. 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 shall be clearly pointed out by the tenderer in the tender. Information shall 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.