COPENHAGEN METRO M1 + M2

Asset Condition Assessment Instructions to Tenderers (ITT)

Document ID:	MS-X-DA-INVEST STRAT-0092	
Version:	1.0	
Issue date:		
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Pages:	17	

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1 Introduction

1.1 Purpose

The purpose of this document is to inform the Tenderers of the tendering and award procedure.

This document applies from the issue of the Employer's notification until a contract is signed or until the possible annulment by the Employer of the tender process.

This document applies for tendering of Asset Condition Assessment of selected assets in the Copenhagen Metro M1 + M2.

1.2 Definitions

Tenderer:	Company, consortium, joint venture or another group of companies
Tender documents:	Documents released by the Employer as basis for the Tenderers preparation of Tenders
Tender:	Offer/bid submitted by the Tenderers comprising all Tender Deliverables
BPQR:	Best Price-Quality Ratio
Employer:	Reference to Section 2.1

2 General

2.1 The Employer

The Employer is:

Metroselskabet I/S
Metrovej 5
DK-2300 København S

2.2 Correspondence

All correspondence including questions etc. in connection with the tendering process shall be submitted to:

Metroselskabet I/S
Metrovej 5
DK-2300 København S

Att.: Dorte-Lene Bacher

Email: dlb@m.dk

2.3 Tender procedure

The tender procedure is based on Act No. 1564 of 15 December 2015 The Public Procurement Act (*Udbudsloven*) §§191, 192 and Order No. 1572 of 30.11.2016 Order of use of electronic communication in tendering and advertising of public procurement under the thresholds with certain cross-border interest (*Bekendtgørelse om anvendelse af elektronisk kommunikation i udbud og om annoncering af offentlige indkøb under tærskelværdierne med klar grænseoverskridende interesse*).

2.4 Eligible Tenderers

Tenderers submitting tender in accordance with these Instructions to Tenderers.

2.5 Costs of tendering

The Employer does not cover any of the Tenderers' costs in connection with tendering and/or participation in negotiations.

2.6 Confidentiality

Information contained in the Tenderer's tender material will only be made available by the Employer to selected persons engaged in the evaluation work.

After the opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders, and recommendation concerning award of contract shall not be disclosed to Tenderers or to other persons not officially concerned with the tendering process.

The Tenderers shall note that the Employer is subject to the Danish Law concerning Access to Public Records and the Law concerning Public Administration. This may influence the Employer's possibility to keep all information confidential.

Any effort by the Tenderer to influence the Employer or the Employer's consultants (if any) in the process of examination, clarification, evaluation, and comparison of tenders, and in decisions concerning the award of contract, may result in the rejection of the Tenderer's tender.

3 Tender documents

3.1 Content of tender documents

The Employer has in every respect the copyright to the tender documents.

The tender documents should be read in conjunction with any addenda or correction/clarification sheets issued in accordance with Section 3.3.

It is the Tenderer's responsibility to ensure that all tender documents have been received by the Tenderer. The Tenderer shall scrutinise each document immediately upon receipt and shall promptly provide notice via e-mail to the contact person stated in section 2.2 *Correspondence,* of any document(s) or page(s) that appear to be flawed or missing.

The Tenderer is expected to carefully examine the contents of all the above documents. Failure to comply with the requirements for submission of the tender will be at the Tenderer's own risk.

The documents aim at supplementing each other and shall be read in conjunction. In case of discrepancies, the tender documents are ranked according to priority in the Agreement.

An appendix to a document has the same priority as the document itself.

3.2 Questions

All questions shall be in writing and submitted by e-mail to the contact person stated in section 2.2 *Correspondence*.

Questions will be anonymised and numbered by the Employer upon receipt ongoing. The questions will not be answered on a first come first serve basis, but as early as practicably possible.

Latest 6 calendar days prior to tender date, the Employer will upload last correction(s) and/or answers to questions.

Questions submitted later than 8 calendar days prior to the tender date will only be answered, provided it is possible to respond not later than 6 calendar days prior to the tender date.

Copies of the Employer's response will be submitted to all Tenderers by e-mail.

3.3 Amendments and supplements of tender documents

At any time prior to 6 calendar days before any deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a Tenderer, amend or supplement the tender documents by issuing addenda or a correction/clarification sheet.

Any addendum or correction/clarification sheet thus issued shall be part of the tender documents pursuant to section 3.1, and will be submitted to all Tenderers by e-mail.

4 Preparation of tender

4.1 Language of tender

The tender prepared by the Tenderer and all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer shall be written in the English language. However, printed literature furnished by the Tenderer may be written in another language if accompanied by English translations of its pertinent passages. In case of conflict, the English translations prevail.

4.2 Contents of tender

The tender to be submitted by the Tenderer shall consist of all of tender deliverables in accordance with Appendix B.

4.3 Tender prices

All prices, unit rates and amounts quoted in the tender shall be in Danish Kroner (DKK) excl. VAT.

Prices are to be stated in accordance with Appendix C.

4.4 Validity of tender

The tender, the first as well as any revised tenders, shall remain open for acceptance until the Tenderer is informed by the Employer that a contract has been signed, but in any case not for longer than 180 days after tender submission date. For the avoidance of doubt, a tender remains valid even if a revised tender is submitted.

4.5 Tender variants

Alternative tenders or tender variants will not be accepted.

4.6 Requirements to tender

The tender must be submitted by e-mail to the contact person as stated in section 2.2 *Correspondence*. The tender must be signed by the Tenderer. The Employer will submit a confirmation for receipt of tender to the Tenderer.

4.7 Deadline for submission of tenders

Date for submitting tender is 30th of March 2017 13:00. (Copenhagen time)

The Employer may, at his discretion, extend the deadline for submission of tenders by issuing a correction/clarification sheet in accordance with Section 3.3, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

Further information about the expected tender time schedule is stated in Appendix D.

4.8 Changes to tender or withdrawal of tender

The Tenderer can change a submitted tender or withdraw the tender until the time of tender delivery. The Tenderer shall notify the Employer in writing of such change or withdrawal.

The Employer will submit confirmation for receipt of notification to the Tenderer.

5 Tender opening and evaluation

5.1 Opening

The tenders will be opened without the presence of the Tenderers.

5.2 Employer's check and evaluation

The tenders will be checked to verify that formalities are observed and that they are sufficiently complete for the Employer to not be obliged to reject them.

The Employer will evaluate the tenders in accordance with the award criteria in order to identify the BPQR cf. Appendix A.

The Employer will freely decide whether to award the contract after initial tender to the Tenderer who has submitted the BPQR, commence negotiations with the Tenderer who has submitted BPQR or invite two or more tenderers for negotiations; hence the Tenderers cannot be certain to be invited to negotiations.

5.3 Clarification of tenders

During the evaluation and negotiation period, the Employer has the possibility to submit questions for clarifications to the Tenderers. The Employer will state a response time in each case.

5.4 Submission of revised tenders

Subject to the Employer's decision cf. Section 5.2, the Tenderers can submit revised tenders. Tender date for revised tender will be informed by the Employer during negotiations and will be submitted in writing to the Tenderers.

5.5 Evaluation of revised tenders

The Employer will evaluate all revised tenders in accordance with the award criteria in order to identify the BPQR cf. Appendix A.

The objective of the evaluation is to determine which tender is the BPQR in accordance with section 5.2.

5.6 Further negotiations

The Employer can choose to conclude a contract as described in Section 6 with the Tenderer, who has submitted the BPQR. Alternatively, based on the evaluation criteria in Appendix A, the Employer can choose to shortlist a number of tenderers for further negotiations or invite all Tenderers, which has submitted a revised tender. In this case the process in Section 5.32 and onwards will be repeated.

It is the expectation of the Employer that the BPQR will be identified based on the revised tender if not identified based on the initial tender.

6 Award of contract

6.1 Contract award

Subject to Section 6.2, the Employer will, prior to expiration of the tender validity period, award the contract to the successful Tenderer.

6.2 Annulment of tender process

Notwithstanding Section 6.1, the Employer reserves the right to annul the tendering process on objective reasons at any time prior to contract award. The Employer will accept no liability to the affected Tenderers.

6.3 Signing of contract agreement

When the Employer notifies the successful Tenderer about having submitted the BPQR, the Employer will submit all contract documents agreed upon to the successful Tenderer. Hereinafter the Contract will be signed by both parties.

After signing the Contract, the Employer will notify all unsuccessful Tenderers about the Employer's decision.

Appendix A Award criteria

1. Overall description

The award criterion is the BPQR.

The following award sub-criteria will apply:

Quality	30%
Competences (CVs)	40%
Price	30%

Evaluation of sub-criteria will conduct an overall assessment based on tender deliverables listed in Appendix B.

The BPQR will be found in accordance with the above mentioned award criteria.

Appendix B Tender deliverables

This Appendix contains the requirements to the information the Tenderers shall submit with their Tender for tendering.

The following Tender Deliverables are related to the following award criteria's (sub-sub criteria):

N: No reference to award criteria

P: Price

Q: Quality

C: Competences (CVs)

Number	Reference to award criteria	Tender deliverables description
1	N	Solemn Declaration on Debt Template in appendix E
2	N	Solemn Declaration on Exclusion Template in appendix F
3	Q	Detailed time schedule The Tenderers shall submit a detailed time schedule based on the Employer's Time Schedule including the Employer's involvement and a description of the Employer's involvement.
4	Q	Method description The Tenderer shall submit description of the method to be used for making the asset condition assessment including how this method is reflected and traceable in the final result of the assessment.
5	C	CVs The Tenderers shall submit CV for each of the employees who will participate in the assessment of the condition of the Employer's assets. The Tenderer shall provide description of titles and responsibilities.
6	P	Prices Prices are to be stated in accordance with Appendix C.

The tender is expected not to exceed 15 pages excl. time schedule, detailed plan of the Employer's involvement, CV's and documentation of similar services.

For the avoidance of doubt the above award criteria and tender deliverables Q, C, and P are also applicable for the options.

Appendix C Prices

Services in accordance with Scope of Service:

Title of employee	Hours	DKK per hour	DKK total
Total travel and expenses DKK (if any)			
Total max budget DKK			

Employer's total max budget DKK excluding options is 1. mio DKR.

Option 1 – Maintenance Status in accordance with Scope of Service, Section 2.1.1:

Title of employee	Hours	DKK per hour	DKK total
Total travel and expenses DKK (if any)			
Total max budget DKK			

Option 2 – Additional assets in accordance with Scope of Service, Section 2.1.2:

Title of employee	Hours	DKK per hour	DKK total
Total travel and expenses DKK (if any)			
Total max budget DKK			

All prices are excl. VAT and are in accordance with the requirements stated in the document *Agreement Condition Assessment for Renovations.*

Date and place:

_____

_____
Signature
Name
Title
Name of company
Reg. no.

Appendix D Tender Time Schedule

Employer's expected Tender Time Schedule:

Activity	Date
Tender documents available on udbud.dk	13.03.2017
Tender deadline	30.03.2017 at 12.00 (Copenhagen time)
Clarification/negotiations meeting	Week 14, 2017
Deadline for revised tender (if any)	Week 16, 2017
Award and signing of contract	Week 17, 2017

The above dates may be changed at Employer's sole discretion.

Appendix E Solemn Declaration on Debt

With reference to Act no. 1564 of 15th December 2015 § 135, stk. 3 the undersigned declares on his honour that the undersigned has unsettled due debts to the public sector consisting of taxes, dues and contributions to social protection schemes in accordance with the legislation of Denmark or the country in which the tenderer is established as stated in the table below:

Information of debts to the public sector (NB: please tick one box only)

1.	The company does not have any unsettled due debts to the public sector	
2.	The company has unsettled due debts to the public sector, however, this debt does not exceed DKK 100.000 (or equivalent amount in another currency)	
3.	The company has unsettled due debts to the public sector, and this debt exceeds DKK 100.000 (or equivalent amount in another currency)	

_____, the _____2016

……. .....
Company signature and stamp

Guideline for using this paradigm:

- *Tick off the relevant box(es) for contracts applying for*
- *Tick off one and only one of the boxes in the table*
- *This declaration must be submitted together with the offer.*
- *One and only one box shall be ticked*
- *The applicant shall date, sign and stamp the declaration*

A declaration is needed for each company (if the applicant is a consortium, joint venture or other kind of consolidation).
No declaration is needed for sub-contractors (if any).

Appendix F Solemn Declaration on Exclusion

The undersigned declares on his honour that the undersigned is not subjected to any of the exclusion clauses mentioned in the above contract notice and listed below in accordance with Act no. 1564 af 15. december 2015 (Udbudsloven) § 135, stk. 1:

1) actions committed as part of a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 (Official Journal of the European Union 2008, No. L 300, page 42),
2) corruption as defined in Article 3 of convention on combating of corruption involving officials of the European Union and of the EU member states and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating of corruption in the private sector (Official Journal of the European Union 2003, No. L 192, page 54) and corruption as defined by national law in the member state or home country of the candidate or tenderer or in the country in which the candidate or tenderer is established,
3) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities,
4) 4)acts of terror or criminal acts related to terrorist activities within the meaning of Article 1, 3 and 4, respectively, of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (Official Journal of the European Union 2002, No. L 164, page 3) and amending Council Framework Decision 2008/919/JHA of 28 November 2008 amending Framework Decision 2002/475/JHA on combating terrorism (Official Journal of the European Union 2008, No. L 330, page 21),
5) money laundering or financing of terrorism as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on prevention of the use of the financial system for the purpose of money laundering or financing of terrorism (Official Journal of the European Union 2005, No. L 309, page 15), or
6) breach of section 262 a of the Danish Penal Code or as regards a judgement issued in another country concerning child labour or other types of human trafficking as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/HJA (Official Journal of the European Union 2011, No. L 101, page 1).

_____, the _____2016

……. .....
Company signature and stamp

Guideline for using this paradigm:

- *Tick off the relevant box(es) for contracts applying for*
- *This declaration must be submitted together with the request for prequalification.*
- *The applicant shall date, sign and stamp the declaration*

A declaration is needed for each company (if the applicant is a consortium, joint venture or other kind of consolidation).
No declaration is needed for sub-contractors (if any).