



INVITATION TO TENDER No. 8574/FAROS/2015

Dear Sir / Madam,

1. Alpha Marine Consulting Ltd. invites tenders for a service contract under the scope of the following project:

Human Factors in Risk-Based Ship Design Methodology (FAROS)

which is funded by the EU under the Seventh Framework Programme (Grant Agreement No. 314817).

2. If you are interested in this contract, you must submit a tender in triplicate, in one of the official languages of the European Union.

The tender must be sent by registered mail or by private courier, dispatched not later than **10/03/2015** (the postmark or the receipt issued by the courier service serving as proof of the dispatch), or delivered by hand not later than **10/03/2015** to the following address:

Mr Philip Tsihchlis
Alpha Marine Consulting Ltd.
55, Kastoros str., 18545, Piraeus, Greece (4th Floor)
Tel. +30 211 8881000
Fax +30 211 8881039

The office is open from 09.30 to 17.30 Monday to Friday, and it is closed on Saturdays, Sundays and national (Greek) holidays.

3. Tenders must be placed inside a sealed envelope, marked:

Call for tenders No. 8574/FAROS/2015

Non-compliance with these formal conditions will lead to the rejection of the bids at the opening session.

4. The opening session of tenders will not be public. The prices mentioned in the bids will not be communicated.
5. The specification, listing the entire documentation that must be produced in order to tender, including supporting evidence of technical capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or its duly authorized representative and perfectly legible so that there can be no doubt as to words and figures.



7. Validity period of the tender will be six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are binding on the tenderer to whom the contract is awarded during the performance of the contract.
9. Contacts between the awarding authority and tenderers are prohibited throughout the procedure except in exceptional circumstances and under the following conditions only:

Before the closing date for submission of tenders:

- At the request of the tenderer, the awarding authority may provide additional information solely for the purpose of clarifying the nature of the contract.
- Requests for additional information must be sent in writing not later than 03/03/2015 to the following address:

Mr Philip Tsihchlis
Alpha Marine Consulting Ltd.
55, Kastoros str., 18545, Piraeus, Greece (4th Floor)
Tel. +30 211 8881000
Fax +30 211 8881039
Email p.tsihchlis@alphamrn.com

- Alpha Marine Consulting Ltd. may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other material shortcomings in the text of the tender documents.

Further information will be sent simultaneously to all tenderers who have requested the specification in writing, where this is appropriate.

10. This invitation to tender is in no way binding on Alpha Marine Consulting Ltd. A commitment will come about only when a contract with the successful tenderer has been signed.
11. Until a contract is signed, the awarding authority may decide not to award a contract or to cancel the tendering procedure, without the candidates or tenderers being entitled to claim any compensation. Where appropriate, the decision will be substantiated and brought to the attention of the tenderers.
12. Tenderers will be informed of whether their tenders have been accepted or rejected.



TENDER SPECIFICATIONS
ATTACHED TO THE
INVITATION TO TENDER No. 8574/FAROS/2015

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1. SPECIFICATIONS

1.1 PURPOSE OF THE PROJECT

Alpha Marine Consulting Ltd. as a participant in the project:

Human Factors in Risk-Based Ship Design Methodology (FAROS)

funded by the EU under the seventh Framework programme (Grant Agreement No. 314817), requires the collaboration of an international ship operator with the ability to provide mariners (deck and engine officers) for the conduction of physical experiments with the scope to support the development of relevant risk models regarding the influence of crew fatigue on accidents within the general framework of integrating the human element in ship design.

1.2 SUBJECT SELECTION – PARAMETERS OF INVESTIGATION

In order to carry out the experiments, a minimum of 12 subjects will be required. They will need to be gathered by the tenderer and all of them should be of Chief Officer rank (Senior Second Officers about to make Chief Officer rank and having performed the same duties as a Chief Officer on Bridge may also be accepted in case of insufficient number of subjects of the Chief Officer rank). Subjects should have sea-going experience onboard tankers and good command of the English language. A variation in experience years is required (i.e. roughly equal numbers of mariners who are a) very experienced, b) recently graduated, and c) of intermediate experience compared to the other two groups should be provided). Gender is irrelevant. Subjects should be able to travel within the EU as the experiments will be carried out in Germany (see following section for details regarding the experiment time schedule).

In order to select the appropriate subjects to participate in the experiments, AMC will first select the appropriate ship operator with the technical and professional capacity to perform the tasks required in this call for tender. The operator selected shall then provide a minimum of 16 subjects meeting the above criteria, out of which the final 12 subjects will be selected following an interview by an AMC representative in the company's premises in Piraeus, Greece.

The ship operator selected shall therefore provide a minimum of 16 subjects meeting the above criteria. In addition, the ship operator selected shall provide the following references / documentation for these subjects:

- Certificate of Competency and associated Endorsement (as applicable).
- Curriculum Vitae.
- Certificate of Proficiency in English.
- Pre-screening questionnaire (to be provided by AMC and completed by each mariner)



The subjects will be asked to undertake a series of 4 short (40-minute) navigation scenarios in which they will be asked to navigate a course through a shipping lane and deal with any unexpected events in exactly the way that they would if navigating a real vessel; the scenarios used for testing will contain a variety of realistic events that the mariners will have to deal with. Each mariner will be requested to attend this testing for one day only. The testing would start with familiarisation with the bridge that they would be using, followed by the 4 testing sessions proper. The data from the experiment will be analysed across all participants as a group – the goal being to identify the overall pattern across all mariners in these different scenarios. The performance of individual mariners will not be identifiable or fed back to their employing companies.

1.2 LOCATION OF EXPERIMENTS – TIMETABLE

The subjects selected shall be able to travel to Germany at the premises of Hochschule Wismar (HSW) situated at Rostock – Warnemunde, Germany for the experiments within the following time intervals:

Experimental session 1:	28 March - 2 April 2015
Experimental session 2:	16-18 April 2015

The subjects selected will be split in 6 groups of 2 mariners each and will travel to HSW to attend the above sessions as decided by Alpha Marine Consulting Ltd. Subjects shall therefore be available throughout both periods covered by the aforementioned 2 sessions.

Alpha Marine Consulting Ltd. reserves the right to modify / extend the above schedule to serve the needs of the research project it participates in, but in any case by not more than one (1) month.

2. TERMS OF CONTRACT

2.1. TERMS OF PAYMENT

Payments shall be made in accordance with the provisions specified in Annex 1, the draft service contract.

2.2. SUBCONTRACTING

No subcontracting of tasks will be allowed.

3. FORM AND CONTENT OF THE TENDER

3.1 STRUCTURE OF THE TENDER

The tender should follow the standard template specified in Annex 2. The proposal should address all matters laid down in the specifications and should include all information as required by the standard template. The level of detail of the tender will be extremely important for the evaluation of the tender.

Furthermore, attention is drawn to the following points:

- Prices should be quoted in Euros.
- Prices should be fixed amounts and should include all expenses, including, but not limited to, travel, accommodation, subsistence and insurance costs.
- Prices should be quoted inclusive of all duties, taxes and other charges.
- Prices shall be fixed and not subject to revision during the performance of the contract.

4. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid. All information will be assessed in light of the criteria set out in these specifications.

4.1 EXCLUSION CRITERIA

To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;



- They have been the subject of a judgement which has the force of res judicata for: fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the union's financial interests; and
- Are not international operators.

4.2 SELECTION CRITERIA

To be eligible, the tenderers must have the technical and professional capacity to perform the tasks required in this call for tender.

4.3 EVALUATION OF TENDERS – AWARD CRITERIA

The contract will be awarded on the basis of the economically most advantageous tender, also taking into account the qualifications of the offered subjects. Diversity of experience and willingness to cooperate are of prime interest, while good command of the English language is also required. Final selection will be made upon interview of the candidates on offer.



ANNEX 1 – DRAFT SERVICE CONTRACT



ALPHA MARINE
CONSULTING LTD



SERVICE CONTRACT

CONTRACT NUMBER - *[complete]*

Alpha Marine Consulting Ltd. (hereinafter referred to as "AMC"), represented by Mr. Antonis Iordanidis, Managing Director

of the one part,

and

[official name in full]

[official address in full]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by *[name in full and function]*,

of the other part,



ALPHA MARINE
CONSULTING LTD



HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the Contractor's Tender (No *[complete]* of *[complete]*).

which form an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory.

1. SPECIAL CONDITIONS

ARTICLE 1.1. SUBJECT

- 1.1.1. The subject of the Contract is to provide a minimum of 16 mariners (Chief Officers) with experience onboard oil tankers and good command of the English language. Out of these 16 mariners, who shall be at ready disposal, 12 will be chosen to participate in physical experiments (i.e. simulation tests).
- 1.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications and shall provide the necessary references for the subject mariners.
- 1.1.3. The Contractor shall undertake all travel, accommodation, insurance and subsistence expenses for the candidates to attend the experiments at the premises of Hochschule Wismar (HSW) situated at Rostock – Warnemunde, Germany.

ARTICLE 1.2. DURATION

- 1.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party.
- 1.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- 1.2.3. Candidates chosen will be split in 6 groups of 2 mariners each and will travel to HSW to attend the physical experiments as decided by Alpha Marine Consulting Ltd. Subjects shall therefore be available throughout both periods covered by the aforementioned 2 sessions.
- 1.2.4. Alpha Marine Consulting Ltd. reserves the right to modify / extend the above schedule to serve the needs of the research project it participates in, but in any case by not more than one (1) month.

ARTICLE 1.3. CONTRACT PRICE

The maximum total amount to be paid by AMC under the Contract shall be EUR [*amount in figures and in words*] covering all tasks executed and inclusive of all expenses, duties, taxes and other charges.

ARTICLE 1.4. PAYMENT

Payments under the Contract shall be made in accordance with Article 2.3. Payments shall be executed only if the Contractor has fulfilled all its contractual obligations by the date on which the invoice is submitted.

ARTICLE 1.5. BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, identified as follows:

Name of bank: *[complete]*

Address of branch in full: *[complete]*

Exact designation of account holder: *[complete]*

Full account number including codes: *[complete]*

IBAN code: *[complete]*

ARTICLE 1.6. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Contract shall be governed by Greek law. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Greece.

ARTICLE 1.7. DATA PROTECTION

Any data provided by the Contractor shall be treated as confidential by AMC and shall not be disclosed to any parties other than the participants of the project FAROS (Human Factors in Risk-Based Ship Design Methodology, funded by the EU under the Seventh Framework Programme - Grant Agreement No. 314817), and for no other purpose other than for the scope of the this project.

ARTICLE 1.8. TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 2 months formal prior notice. Should AMC terminate the Contract because the Contractor has failed to meet its obligations under the Contract, the Contractor shall not be entitled to payment for the obligations which were not met.



2. GENERAL CONDITIONS

ARTICLE 2.1. PERFORMANCE OF THE CONTRACT

- 2.1.1. The Contractor shall provide the requested personnel, as required by AMC, timely and within the required timeframe.
- 2.1.2. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on its own initiative record it and report it to AMC.
- 2.1.3. Should the Contractor fail to perform their obligations under the Contract in accordance with the provisions laid down therein, AMC may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure.

ARTICLE 2.2. LIABILITY

AMC shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of AMC. The Contractor shall not be liable for damage sustained by AMC in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Contractor.

ARTICLE 2.3. PAYMENT

Payment of the Contract price will be effected within sixty days of issuance of relevant invoice by the Contractor, provided that the tasks referred to in the Tender Specifications have been completed.

ARTICLE 2.4. INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned by the Contractor, but may be used, published, assigned or transferred as AMC sees fit, within the scope of the project FAROS only.



ARTICLE 2.5. CONFIDENTIALITY

AMC undertakes to treat in the strictest confidence and not make use of or divulge to third parties other than the participants of the project FAROS any information or documents which are linked to performance of the Contract. AMC shall continue to be bound by this undertaking after completion of the tasks.

ARTICLE 2.6. FORCE MAJEURE

2.6.1. Force majeure means any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

2.6.2. Without prejudice to the provisions of Article 2.1.2, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

ARTICLE 2.7. SUBCONTRACTING

The Contractor shall neither subcontract without prior written authorisation from AMC nor cause the Contract to be performed in fact by third parties.

ARTICLE 2.8. TERMINATION OF THE CONTRACT

Either party may terminate the Contract in the following circumstances:

- (a) where the other party is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the other party has been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
- (c) where the other party has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;



- (d) where the other party was guilty of misrepresentation in supplying requirements as a condition of participation in the Contract procedure or failed to supply this information;
- (e) where the other party fails to fulfill its contractual obligations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received from the party which terminated the Contract, or on any other date indicated in the letter of termination.

ARTICLE 2.9. SUSPENSION OF THE CONTRACT

Without prejudice to the right of either party to terminate the Contract, either party may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the other party receives notification of such suspension by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. Either party may at any time following suspension give notice to the other party to resume the work suspended. Subject to its right to compensation for work which has been performed under the Contract, the Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor, For Alpha Marine Consulting Ltd.,
[Company name/forename/surname/function] Antonis Iordanidis / Director

signature[s]: _____ signature[s]: _____
 Done at *[complete], [date]* Done at *[complete], [date]*

In duplicate in English.

ANNEX 2 – CONTRACTOR’S TENDER



TENDER No. [complete]

For a service contract under the scope of the following project:

Human Factors in Risk-Based Ship Design Methodology (FAROS)

which is funded by the EU under the Seventh Framework Programme (Grant Agreement No. 314817) and in accordance with the Specifications contained in the Invitation to Tender No. 8574/FAROS/2015.

Identity	
Name of the tenderer	
Legal status of the tenderer	
Country of registration	
Registration number	
VAT number	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	



Financial Proposal	
The tenderer offers to perform the tasks as described in the Invitation to Tender No. 8574/FAROS/2015 and the Technical Specifications attached to this Tender for the price of:	<i>[amount in Euros]</i> (inclusive of all expenses, duties, taxes and other charges)
The tenderer also confirms the capability to provide a minimum of sixteen (16) mariners in accordance with the Technical Specifications attached to this Tender .	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature: