



Annex I

**Information Office of the European Parliament (EPIO)
Representation of the European Commission (ECR)
European Institute for Gender Equality (EIGE)**

**EIGE/2012/ADM/29
OPEN PROCEDURE**

TENDER SPECIFICATIONS

Framework contract

**PROVISION OF OFFICE CLEANING SERVICES FOR THE EU
HOUSE IN VILNIUS**

The purpose of these Tender Specifications are:

- to give instructions and guidance to tenderers about the nature of the Offer they will need to submit and,
- to serve as the contractor's mandate during project implementation.

These Specifications ensure that the project will be properly conceived by the contractor, that the work is carried out on schedule and that resources will not be wasted.

The Tender Specifications will become an integral part of the contract that may be awarded as a result of this tender.

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TECHNICAL SPECIFICATIONS

INTRODUCTION

The purpose of these Specifications is to describe the cleaning services to be provided in the EU House premises located in Vilnius, to be jointly occupied by the European Institutions (the EU Institutions):

- the Information Office of the European Parliament (EPIO),
- the Representation of the European Commission (ECR),
- the European Institute for Gender Equality (EIGE).

1 CONTRACT OBJECTIVES: DESCRIPTION OF SERVICES

The EU Institutions seek to procure services of an experienced and professional cleaning services provider for the joint premises of the EU House in Vilnius. The tender will result in a framework service contract signed by EIGE on behalf of all the EU Institutions concluded with a single provider for a maximum duration of one year, with possible renewal up to three times.

The main services required under this contract relate to the work of cleaning in the premises of the EU House in Vilnius and removing waste materials from them.

The EU Institutions are looking for a flexible cleaning company able to:

- Clean the EU House premises during working days and, upon request, on working days outside the contract schedule, weekends and the EU Institutions' Public Holidays (differs for each EU Institution);
- Supply and distribute all consumable supplies (e.g. toilet tissue, paper towels, soap, garbage disposal bags, paper dispensers, air fresheners, etc.);
- Furnish all cleaning supplies (glass cleaner, disinfectant, polish etc.) and operational material (buffers, brooms, vacuum cleaners, mops, buckets etc.);
- Monitor, supervise and organise cleaning services (schedule, labour etc.).

The EU Institutions require the contractor to perform general office cleaning. Annexes 1a, 1b, 1c, 1d and 1e contain the list with descriptions for the execution of the main required cleaning services and give details of the schedule of work. Annex 1f contains the description of the main cleaning activities.

Annex 2 gives the description of the premises: specify address, floor area (separately for each EU Institution), staff numbers occupying premises, which floor of building the offices are on, etc.

1.1 Principal tasks common to each of the EU Institution

The contractor's services covered by this specification must be provided in strict accordance with the national legislation of the country where the tasks are performed and with the relevant European and international standards.

The lack and/or omission of detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.

The contractor is responsible for performing the services stipulated in the contract in a manner which will not impede the smooth running of the EU Institutions' operations and infrastructure. The contractor must take all preventative measures to avoid damage to buildings and property,

must not impede the normal operation of the EU Institutions services and must immediately report any anomalies which are potentially damaging to persons, premises and property of any kind.

Services must be performed under the contractor's responsibility and direction, in accordance with:

- ✓ Annexes 1a, 1b, 1c, 1d, 1e and 1f
- ✓ Instructions from authorised staff of each EU Institution.

In addition the contractor must:

Clear danger signs should be put in place when specific cleaning tasks are executed in order to ensure the highest safety level (e.g. wet floors, wet carpets, ladders in use etc.).

1.1.1 Schedule of cleaning work

1.1.1.1 The services to be performed, intervals at which they are to be performed and timetable for their performance are detailed in Annexes 1a, 1b, 1c, 1d and 1e. It should be noted that the work schedules may vary from one EU Institution to another and the intervals at which duties are to be performed may vary depending on the staff occupying the premises.

The cleaning for **EIGE** should take place three times per week i.e. Monday, Wednesday and Friday between 16:00 and 20:00. For EIGE RDC (including kitchenettes and bathrooms open to public), located on the ground floor, cleaning should take place from Monday to Friday (daily) between 08:00 and 10:00.

The cleaning for **EPIO and ECR** should be performed daily i.e. from Monday to Friday from 08:00 to 16:30.

The cleaning for **common areas** jointly occupied by the EU Institutions should take place from Monday to Friday (daily) between 16:00 and 20:00.

Cleaning of archive, storage and other restricted access areas (e.g. technical areas) can be accessed and cleaned only under the supervision of the EU Institutions' authorised staff members and may require their presence.

1.1.1.2 During the EU Institutions public holidays no cleaning services will be required unless upon exceptional request. Public holidays differ for each EU Institution and are adopted on a yearly basis. (Annex 3a – EPIO public holidays 2013, Annex 3b - ECR public holidays 2013 and Annex 3c - EIGE public holidays 2013 (Annexes 3a and 3b will be provided at the site visit)).

On request, additional cleaning hours might be required on the ad-hoc basis during working days, weekends and/or during the EU Institutions public holidays. A specific order form will be issued for these purposes.

EPIO, ECR and EIGE reserve the right to make any timetable changes they deem necessary in the schedule of cleaning work.

1.1.2 Collection of waste

1.1.2.1 The contents of waste paper baskets, miscellaneous rubbish and dust from sweeping and vacuum cleaning must be collected in bags, in accordance with the rules applicable to the premises where the services are provided. Bags are to be supplied by the contractor and deposited at designated points in the building.

The contractor must manage operations involving the removal, transportation, sorting and recycling or disposal of waste from the EU House premises to the containers located outside the building.

The EU Institutions may review if waste requiring recycling or special methods of disposal has been processed in accordance with the rules and standards currently in force in Lithuania.

1.1.2.2 To prevent any risk of fire, the contractor must instruct its staff accordingly, stating that they must check that waste storage areas are properly secured before leaving the premises.

1.1.3 Returning items to their proper place

After cleaning work is completed:

- furniture and any other office items which have been moved must be returned to their proper place;
- windows must be closed;
- lights must be switched off;
- office doors must be closed;
- wash basin and kitchen taps must be turned off.

Equipment and fittings must be inspected regularly to ensure that they are in proper working order and the need for fresh supplies must be checked on an on-going basis.

1.2 Exceptional additional services requested by EPIO and/or ECR and/or EIGE

1.2.1 In addition to the schedule of cleaning work provided for in point 1.1, EPIO and/or ECR and/or EIGE reserve the right exceptionally to request additional services. This must be done in writing by signing an order form. The EU Institutions will stipulate the nature of the services required, on what date and at what time they are to be performed, and the number of staff needed. The Order form will be sent by the EU Institutions' to the Contractor, the EU Institutions shall receive it back, duly signed and dated.

This written request (order form) must be submitted, at least 48 hours before the services are required, to the person the contractor has designated under point 1.5.5.

The contractor must:

- provide the means and supplies needed for performance of the services required. It will be responsible for such provision on the same terms as those set out in the schedule of cleaning work in Annexes 1, waste collection work (point 1.1.2.) and work returning items to their proper place (point 1.1.3.).
- work extra hours, if asked to do so, which may mean a departure from the timetable set under 1.1.1.1

1.2.2 These services will be invoiced and paid along with the regular monthly invoice. The prices applied will be those of the relevant price offer (see Annex II, ***II Exceptional additional services requested by EPIO and/or ECR and/or EIGE***).

1.3 Occasional extra services requested by EPIO and/or ECR and/or EIGE

1.3.1 Dry cleaning of flags

The flags must be dry cleaned if EPIO and/or ECR and/or EIGE so request.

1.3.2 Insect and rodent control

These services are to be provided as necessary whenever a relevant situation occurs. The contractor must provide the following services:

- Supply of enough mousetraps, specific insect traps, etc. in all areas both inside and outside the building to ensure efficacious control of insects and rodents and stop them from proliferating.
- Regular inspection of equipment and fittings and the re-supply of pesticide products as necessary.
- Replacement of any insect and rodent control equipment found to be defective.

1.3.3 Other services

In exceptional circumstances, the EU Institutions reserve the right to ask the contractor to furnish a price offer for cleaning services other than those explicitly provided for in these Specifications and their annexes. The contractor must provide this offer as quickly as possible. EPIO and/or ECR and/or EIGE will confirm whether or not they intend to use the contractor to provide the services it has been asked to offer.

This must be done in writing.

1.4 Continuity of service

If the EU Institutions expressly request it, the contractor must provide and maintain any additional equipment found to be necessary for the accomplishment of the tasks described in points 1.1. to 1.3., at no extra cost over and above the all-in figure stated in the Price Schedule.

CONTRACTOR'S OBLIGATIONS

The contractor must supply and deploy the means necessary for the proper performance of its responsibility, in sufficient quantities and of a sufficient quality, namely:

1.5 Staff

1.5.1 The contractor is requested to prove the effective employment of the proposed cleaning personnel as well as the existence of insurance for its staff and the payment of social security and contributions.

1.5.2 The contractor must provide, manage and supervise a body of staff who are suitably skilled for the tasks required and will provide the services at the times and intervals specified in the annexes to this document.

1.5.3 Throughout the duration of this contract the contractor is and remains the employer of its staff; neither the contractor nor any member of its staff will have a contract of employment with the EU Institutions.

1.5.4 The contractor must immediately replace any employee who is absent for any reason at all, in order to ensure flawless continuity of the services provided.

1.5.5 The contractor must designate an employee (Supervisor/Manager) with general responsibility who has at least two years' experience in an area of activity comparable to that covered by this contract.

This person must be able to resolve any problems over performance of this contract on the spot and at all times: it must be possible to contact him/her if necessary at any time on a working day. If

absent s/he must be replaced by a deputy with the same qualifications and inform the EU Institutions' authorised staff members. The EU Institutions must also be informed of emergency contact arrangements for weekends and public holidays.

1.5.6 The contractor must ensure that its staff abide by all rules and regulations applying within the premises of the EU House in Vilnius. The contractor must, furthermore, provide the EU Institutions with details of its staff which the EU Institutions need for security purposes under their rules of procedure, and must notify them of any changes to this information within three working days. The list must indicate the duties to which each employee is assigned and the times at which s/he starts and finishes work.

1.5.7 The contractor undertakes to use the same members of its staff for the office cleaning work. Any change must be notified in advance and in writing.

1.5.8 The EU Institutions will, at their earliest convenience, issue entry permits enabling the staff of the cleaning firm to have access to the buildings covered by this contract.

Each person will be given a badge which s/he must wear in a visible manner whilst in the buildings and must abide by all instructions given by the EU Institutions, notably concerning entry to certain buildings and or parts thereof. The EU Institutions reserve the right to deny entry, for their own reasons, to anyone acting for the contractor.

In case of the loss of the badge an official written notification is requested from the Contractor.

1.5.9 All workers, overseers, instructors and other persons acting for the contractor must sign in, whenever they enter or leave the building, in an *ad hoc* register left at reception.

1.5.10 Staff of the contractor is expressly forbidden to remove any object belonging to one of the EU Institutions, even one deemed of no value, and may not acquaint themselves with any EPIO or ECR or EIGE document which does not directly concern them.

1.6 Supplies and equipment to be provided at the contractor's expense

1.6.1 For all areas and services covered in Annexes 1a, 1b, 1c, 1d and 1e.

The contractor must supply and use:

- all cleaning products (detergent, disinfectant, etc.);
- all toiletry supplies (soap, toilet paper, hand towels, paper dispensers, air freshener etc.);
- all kitchenette supplies (dishwashing products, detergents, dish/hand towels, towels dispensers etc.);
- necessary equipment (vacuum cleaners, stepladders, etc.), suitable large dustbin liners for removal of waste in containers;
- necessary work wear and safety equipment;

1.6.2 Products used must not contain substances likely to damage fitted carpets, marble surfaces, tiling, linoleum, metals, etc. Their formulation must be such as to preserve the surfaces treated satisfactorily. Products must comply with the rules in force on environmental protection and preference will be given to products offering the best guarantees in this regard.

We expect the company to use specific detergents for the cleaning of bathrooms, floors, furniture (fabrics, leather, wood, glass etc.) and windows. We recommend the use of ecological/biodegradable cleaning materials and products.

1.6.3 In the event of damage to surfaces resulting from failure to comply with these rules the contractor must make good the damage as soon as possible and at its own expense.

1.7 Environmental, safety and health criteria

The contractor must comply with European and national rules on environmental protection, safety and health.

- products and materials used must be stored in suitably marked containers and only in premises or cupboards designated for the purpose in the building;
- under no circumstances shall hazardous materials be in the building.
- detergents must comply with the requirements of European regulations as regards their biodegradability; in particular the average level of biodegradability of the surfactants they contain must be less than 90% for each of the following categories of surfactant: anionic, cationic, non-ionic and ampholytic.
- staff of the contractor must alert those in charge of the buildings to any problems of water leakage from washing and toilet facilities or any other form of malfunction they discover in the course of their work;
- cleaning products must preferably be concentrated and packaged in recyclable or re-usable containers which come with a measuring device. The appropriate quantities to be used must be shown on the packaging along with instructions for use. Instructions for use must also be shown on the labels;
- office waste must be collected separately;
- any waste cleaning products which are toxic must be treated as hazardous waste;
- the contractor must, as far as possible, use products which contain no bleach, EDTA (ethylenediaminetetraacetic acid), formaldehyde, nitro musk-based fragrance or substances classified as carcinogenic, mutagenic and toxic to reproduction;
- thermal disinfecting must be used wherever possible. Methods and/or products used must be such that they adequately preserve the surfaces treated in all circumstances;
- products used to clean metal joinery work and aluminium fittings must meet the standards laid down by the association of metal joinery construction firms in Lithuania.
- some windows, doors and glass walls may be covered by a protective film layer, the warranty of which is subject to proper cleaning - no detergents or scratching. Therefore the contractor must pay special attention to the proper cleaning of objects covered by a protective film layer.

1.8 Compliance with laws and regulations

Tenderers are reminded that their bid must be established in conformity with the applicable national and EU employment laws, in particular regarding the transfer of undertakings, and specifically Directive 2001/23/EC1 (OJ L 82, 2001.03.22) and its measures of execution. The tenderers' attention is drawn in particular to the applicable provisions concerning the safeguarding of employees' rights in the case of a change of employer by a conventional company transfer.

2 THE TENDER

2.1 Submission of tenders

Participation in this tender is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to GPA (except those mentioned in the previous paragraph).

Tenders must be submitted in accordance with the specific requirements of the Letter of Invitation to Tender and, without fail, within the deadlines laid down therein.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during mailing.

The tender must remain valid for a period of **6 months** following the closing date for receipt of the tenders. Upon renewals of contracts, the EU Institutions reserve the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be immediately reported to the EU Institutions.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EU Institutions staff or influence the evaluation committee or its individual members in any way during the tendering process will render his/her tender invalid.

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in the Tender Specifications (including the annexes) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during the performance of the contract. Once the EU Institutions have accepted the tender, it shall become the property of the EU Institutions and shall be treated confidentially.

The EU Institutions shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when the EU Institutions decide not to award the contract.

The Protocol on the Privileges and Immunities of the European Union shall apply to this invitation to tender.

2.2 Opening of tenders

Tenders are opened by a committee appointed on a personal basis by the EU Institutions' Authorising Officers under guarantee of impartiality and confidentiality.

The main aim of the opening session is to check whether received offers are compliant with formal requirements mentioned in the Letter of Invitation to Tender.

Tenders will be opened on
03/12/2012, at 14:30 EET (Vilnius time)

at the following location:

European Institute for Gender Equality Švitrigailos str. 11M, 03228 Vilnius, Lithuania
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One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at least 2 working days in advance by a letter of notification to the following e-mail address: procurement@eige.europa.eu.

This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening on the tenderer's behalf.

2.3 Contacts between the EU Institutions and the Tenderer

In principle, no contact is permitted between the EU Institutions and the tenderer during the tendering procedure. However, contacts may exceptionally be permitted - these cases are specified in the letter of Invitation to tender.

Under the conditions described above, further information can be obtained by sending an e-mail to: procurement@eige.europa.eu

Provided it has been requested in good time, such additional information will be made accessible simultaneously to all economic operators on the Internet address <http://eige.europa.eu>. The EU Institutions are not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders.

The EU Institutions will inform interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the Internet address:

<http://www.eige.europa.eu/content/procurement>

During assessment procedure, the EU Institutions may require clarification in connection with a tender, or if obvious clerical errors in the tender must be corrected. In any event, such contact must not lead to any amendment of the terms of the tender.

2.4 Content of the tender

The tender must contain all the information and all the supporting documents required by the Technical Specifications. In the absence of the required information or documents, the EU Institutions may disqualify the bid. The EU Institutions reserve the right, however, to request, for evaluation or verification purposes, additional evidences in relation to the bid submitted within a time-limit stipulated in its request.

The tender must be clear and concise, with continuous page numbering, and assembled in coherent fashion (e.g. bound or stapled).

Tender can be submitted in any official language of the European Union, if possible, in English, the working language of the EU Institutions.

The tender must be signed and include:

A. Covering letter signed by the tenderer or his/her duly authorised representative

B. Standard Submission Forms (SSF) as annexed to these specifications

C. Five sections:

Section One: Administrative information,

Section Two: Documents related to the Exclusion criteria

Section Three: Documents related to the Selection criteria

Section Four: Technical offer addressing technical specifications and award criteria

Section Five: Financial/Price offer

2.5 Section One: Administrative Information

The Tenderer must provide the following identification documentation:

- Legal entity Form
The legal entity form is to be signed by a representative of the Tenderer authorised to sign contracts with the third parties. This form (individuals, private entities or public entities) is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm
- Financial identification Form
The **bank identification form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank. A standard form is available at:
http://ec.europa.eu/budget/execution/ftiers_en.htm

The above forms must be accompanied by the evidence as indicated at the bottom of each form (for private entities: proof of registration, VAT registration etc.; for individuals: copy of passport, proof of registration/VAT if applicable; for public entities: official document on establishment etc.).

If the Tenderer is not required or permitted to enrol in such a register for reasons of his/her statute or legal status, an explanation should be provided. Any change in the status, for example its acquisition by or merger with another company, must be notified to the EU Institutions immediately in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, the EU Institutions reserve the right to terminate the contract.

Joint Offers

A joint tender is a situation where an offer is submitted by a group of tenderers (consortium). If awarded the contract, each member of the consortium will be jointly and severally liable towards the EU Institutions for the performance of the contract.

A consortium can be a permanent, legally established grouping or a grouping which has been constituted for this tender procedure.

Consortium members in joint tenders may submit only one tender for a single contract. All members of the consortium shall sign the tender or one of the consortium members which is designated as the representative authorised to undertake commitments on its behalf (copy of the authorisation must be provided with the offer).

The tender must indicate which member (lead consortium partner) will represent the consortium in dealing with the contracting authority. The tender must describe the form the cooperation is to take in order to achieve the desired results and how technical, administrative and financial aspects will be organised.

If the tender does not mention that all members are jointly and severally liable, all other parties included in the tender than the party signing the tender (Tenderer) will be considered subcontractors.

In case of submission of a joint offer, the Tenderers are asked to fill in and duly sign one of the Powers of attorney attached in the SSF depending on the set up that has been chosen by the tenderers, and specify who has been appointed by the others as the group leader.

In case of a joint offer, only the group leader must return the financial identification form.

Subcontracting

Subcontracting is the situation where the contractor in order to implement the contract, enters into legal commitments with other legal or natural persons for performing part of the service (in particular, any work performed by a person who is not an employee of the tenderer will be considered as subcontracted).

The contractor shall remain bound by his/her obligations to the EU Institutions and shall bear exclusive liability, sole and fully responsibility for the performance of the contract. The EU Institutions have no direct legal relationship with the subcontractor(s).

If the tenderer envisages subcontracting, the tender must include, using models in Standard Submission Forms:

- a **subcontracting form** by tenderer clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent** by each proposed subcontractor stating its intention to collaborate with the tender if the Tenderer wins the contract and their willingness to accept the tasks and the terms and conditions of the contract.

The tenderer must indicate clearly in their methodology, which parts of the work will be subcontracted.

The main contractor retains full liability towards the EU Institutions for performance of the contract as a whole. Accordingly:

- The EU Institutions will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the EU Institutions on the grounds that the subcontractor is at fault.

In case subcontractors are identified before submission of the offer, all considerations concerning exclusion and selection criteria that apply to subcontractors must be included in the offer. Prior written approval from the EU Institutions is necessary in order to replace a subcontractor and/or have work which was not mentioned as subcontracted in the original tender carried out by third parties.

In case the identity of subcontractors is not known at the time of submitting the offer, any future subcontract may be awarded according to the provisions of the contract.

2.6 Section two: Exclusion criteria documentation

Exclusion from participation in the procedure:

A. Tenderers (including consortium members in case of a joint offer and subcontractors in case of subcontracting) or their representatives, shall provide a **Declaration of honour** (Annex IV to the Invitation to Tender), duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the SSF;
- undertake to submit to the EU Institutions any additional document relating to the exclusion criteria, that the EU Institutions considers necessary to perform its checks.

By returning the above-mentioned Declaration, duly signed, Tenderers confirm that they have been notified of the following points:

- Administrative or financial penalties may be imposed by the European Institutions on Tenderers who are in one of the cases of exclusion provided for in Articles 93 and 94 of the Financial Regulation after they have been given the opportunity to present their observations.
- These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for implementing the Financial Regulation (2342/2002/ of 23.12.02).

B. The tenderer to whom the contract is awarded shall provide, within 15 days following the receipt of the electronic copy of the letter informing him/her of the proposed award of the contract and preceding the signature of the contract, the following evidences confirming the statements referred to in the Declaration.

The EU Institutions will accept, as satisfactory evidence that the tenderer is not in one of the situations described

- in point **(a), (b) and (e) of the Declaration**, production of a recent extract (dated no earlier than 4 months before the deadline for submission of tenders) from the judicial/criminal records or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance attesting that these requirements are satisfied;
- in point **(d) of the Declaration**, a recent certificate (dated no earlier than 6 months before the deadline for submission of tenders) issued by the competent authority of the State concerned. These documents must provide proof of payment of all taxes and social security contributions for which the tenderer is liable, including VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where no such certificate or document is issued in the country concerned, it may be replaced by a sworn or, failing this, solemn statement by the interested party before a judicial or administrative authority, a notary or a qualified professional organisation in his/her country of origin or provenance.

The EU Institutions will accept, as satisfactory evidence that the tenderer is not in one of the situations described:

- in points **(c) and (f) of the Declaration**, recent certificates issued by competent national authorities;

If the tenderer is a legal person and the national law of the country in which s/he is established does not authorise legal persons to provide such documents, the documents (such as the judicial/criminal records) must be provided by natural persons with powers of representation in relation to the tenderer.

Where there are doubts as to whether tenderers are in one of the situations of exclusion, the EU Institutions may itself apply to the abovementioned competent authorities to obtain any information they consider necessary about that situation.

The EU Institutions may waive the obligation of a tenderer to submit the above-mentioned documentary evidence if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his/her honour that the documentary evidence has already been provided to the EU Institutions in a previous procurement procedure and confirm that no changes in his/her situation have occurred. S/He shall indicate in its tender all the references necessary to allow the EU Institutions services to check this evidence.

Exclusion from award of the contract:

No contract will be awarded to tenderers who, at the time when contracts are being awarded under this procedure:

- have a conflict of interest. The EU Institutions must ensure that the tenderer does not, at the time of submitting a tender, have any conflict of interest in connection with this call for tenders, a conflict of interest possibly arising in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. The EU Institutions reserve the right to assess whether a conflict of interest exists.

To that end tenderers are asked to state whether their payroll, staff or shareholders include:

- ✓ any former European officials, contract staff, temporary staff or auxiliary staff who have worked for the European Union in the last three years preceding this call for tender;
- ✓ any European officials on leave;
- ✓ any former agents on secondment within the European Institutions having worked for the European Union during three years preceding this call for tender.

Tenderers are also asked to declare:

- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.
- have been guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or have failed to supply that information.

Evidence:

The contracting authority will accept, as satisfactory evidence that the tenderer is not in one of the situations described above, a declaration of honour signed by the tenderer using the model shown in Annex IV to the Invitation to tender. However, the EU Institutions reserve the right to verify the information.

2.7 Section three: Selection criteria documentation

Tenderers are required to provide proof of their economic, financial, technical and professional capacity to provide the services described in accordance with the tasks set out in p.1 of these Specifications and in return for payment as stipulated in the Draft Contract for the Provision of Services which forms Annex III to the Invitation to Tender. Together with their tender they must provide the information and substantiating documents stipulated in points A and B below.

Where the tender is submitted by a consortium, the economic and financial capacity of each member of the consortium must be verified. Technical and professional capacity may be verified either for the consortium as a whole or individually for each of the consortium's members.

Where the tender is submitted by a contractor intending to subcontract part of the work or have it performed by another economic operator, the subcontractor or that economic operator must prove that it meets the criteria regarding economic, financial, technical and professional capacity.

Where appropriate and for a specific contract, a contractor may draw on the capacity of other entities, whatever the legal form of the connection between these and the contractor. In this case the contractor must prove to the contracting authority that it will have the resources needed to perform the contract, for example by producing the undertaking which these entities have given to the effect that they will make those resources available.

The EU Institutions reserve the right to request additional information for the evaluation of the economic and financial capacity of each member of a consortium.

Tenders must identify the role to be played by each of the companies involved.

A. Economic and financial capacity

Tenderers must provide the EU Institutions with sufficient proof of their financial standing, and more importantly that they have the necessary resources and financial means to carry out the work involved. The tenderer must prove they are viable for the duration of the contract.

Evidence on compliance with the economic and financial capacity requirement must be provided by one or more of the following documents:

- It should be presented in original and certified by means of a signature of the chief accounting officer of the tendering organisation.
- appropriate bank references or proof of professional risk insurance cover;
- balance sheets for at least the past two financial years for which accounts have been closed, where publication of balance sheets is prescribed by company law in the country in which the economic operator is established;
- statement of overall turnover and turnover concerning the services covered by the contract during a period which may be no more than the last three financial years.
- The tenderer which according to the law of the country in which it is established is not required to publish the balance sheet shall provide the extract from the budget.
- In the case of a consortium submitting an offer, the consortium may rely on the capacities of members of the consortium. It must prove in its offer that it will have their resources at its disposal.
- The statements of Economic and financial capacity should be included in the offer for all consortium partners.
- The EU Institutions have the right during the tendering process and before awarding the contract to request further evidence on the tenderer's compliance with the economic and financial capacity requirement, in which case balance sheets and profit and loss accounts for the past financial years may be requested.

The average annual turnover of the tenderer must be not lower than EUR 100.000 during the past 3 years.

B. Technical and professional capacity

The tenderer must have experience in the field of providing office cleaning services in an efficient, effective and reliable way and have at its disposal all necessary facilities for the performance of the services mentioned in the Technical Specifications. Evidence of the technical and professional capacity shall be presented as described in SSF.

In the case of a joint offer (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

The contractor must provide convincing proof:

- that it possesses a sound track record in the area covered by the contract; to substantiate this it must provide a list of the services performed during the past three years in the field of office cleaning, together with details of the values, dates and names of the (public or private) recipients. Where the recipient of these services was a contracting authority, economic operators must furnish certificates issued or countersigned by the appropriate authority as proof of the good quality of the services performed;
- that its average annual manpower and the number of managerial staff during the past three years are sufficient having regard to the workload of this tender. It must also provide details of the academic and professional qualifications of the designated employee (Supervisor/Manager) responsible for providing the service (see 1.5.5); s/he must show that s/he has a sufficient command of the official language of the country (Lithuanian) and of English;
- that it has enough staff with the required skills to perform the contract as stipulated in these Specifications and their annexes and in accordance with the standards of best business practice; to substantiate this it must provide a description of the internal structure of the organisation for the performance of the requested tasks and the human resources that will be used to perform the services, including the proposed arrangements for ensuring continuity of services and the proposed arrangements for responding to emergency calls at weekends and during public holidays (see 1.5.5), and a list giving the surname and first name, technical qualification(s), experience, and type of work permit (if appropriate) of each person on the contractor's staff (see 1.5.6);
- that it has equipment and uses procedures consistent with the environmental and health and safety requirements in force (see 1.7).

Tenders which do not meet the exclusion/selection criteria will not be considered. Tenderers who do not provide the documents required in these Specifications with regard to the exclusion and selection criteria will be excluded.

2.8 Section four: Technical offer

In the technical offer, the style and presentation must, as far as possible, be simple and clear.

The technical offer must follow the same structure as the subject of the contract and should address all other matters raised in the tender specifications to maximum possible extent.

The Technical Specifications and the tenderer's Offer shall be integral parts of the contract and will constitute annexes to the contract, while in case of contradictions the Technical Specifications prevail.

The technical tender neither includes any documents referred to under the exclusion or selection criteria, nor refers to the issues already covered by the exclusion and selection criteria.

Technical tender contains the following:

- a detailed description of the organisation of the work of the team and how the tenderer intends to perform the tasks covered by the contract as referred to the point below hereof, in compliance with all requirements of these Tender Specifications, including the number of the cleaning personnel to perform the contract effectively, without interruption over the period;
- a description of the measures taken to ensure performance of the quality control of the service provided;
- a description of the quality and quantity of detergents, used by the contractor for daily cleaning, taken to ensure that the contract will be fulfilled effectively with high quality and daily used toilet consumables.

2.9 Section five: Financial offer

The financial offer must be based on the format predefined in the Annex II.

The tenderer's attention is drawn to the following points concerning prices:

- Prices must be quoted in euros. Prices provided in euros shall be based on the conversion rate published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued.

<http://www.ecb.int/stats/exchange/eurofxref>.

- Each tender must quote an all-in price, to cover the supply of all necessary work-wear, cleaning products and utensils, and all other costs connected with performance of the contract;
- Each price offer in Annex II of the Invitation to Tender must be signed and dated. It must comprise six parts:
 1. Routine services for which a monthly all-in price should be quoted (see Annex II relevant price offer from heading IA till heading IC - Routine services);
 2. Exceptional additional services on a working days provided in the contract schedule (from 16:00 till 20:00 and 2 hours, time frame to be confirmed, (for areas open to public)) for which an all-in price per hour and per person must be quoted (see Annex II relevant price offer heading IIA - Exceptional additional services requested by one of the EU Institutions, provided on a working day in the contract schedule);
 3. Exceptional additional services on working days at times **not** provided for in the schedule of cleaning work (from 16:00 till 20:00 and 2 hours, time frame to be confirmed, (for areas open to public)) for which an all-in price per hour and per person must be quoted (see Annex II relevant price offer heading IIB - Exceptional additional services requested by one of the EU Institutions, provided on working days at times **not** provided for in the schedule of cleaning work (from 16:00 till 20:00 and 2 hours, time frame to be confirmed, (for areas open to public)));

4. Exceptional additional services on a weekends or public holidays for which an all-in price per hour and per person must be quoted (see Annex II relevant price offer heading IIC - Exceptional additional services requested by one of the EU Institutions, provided on a weekends or public holidays);
5. Occasional extra services for the dry cleaning of flags, requested by one of the EU Institutions for which an all-in price per piece must be quoted (see Annex II relevant price offer heading IIIA - Extra services requested by one of the EU Institutions for dry cleaning of the flags).
6. Occasional extra services for insect and rodent control, requested by one of the EU Institutions for which an all-in price per control must be quoted (see Annex II relevant price offer heading IIIB - Extra services requested by one of the EU Institutions for insect and rodent control).

Prices should be quoted free of all duties, taxes and other charges e.g. free of VAT, as the European Institutions are exempt from such charges in the EU under Articles 3 and 4 of the protocol on the Privileges and Immunities of the European Union of 8 April 1965 (Oj L 152 of 13 July 1967). Exemption is granted to the institutions by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. **Thus the amount of VAT is to be shown separately.**

All costs incurred in preparing and submitting a tender will be borne by the tenderer and are not refundable.

Completing the adjudication or the procedure of the call for tenders in no way imposes on EIGE an obligation to award the framework contract.

3 THE ASSESSMENT PROCEDURE

The evaluation procedure is confidential and deliberations are held in closed sessions of the evaluation committee whose conclusions are collective. The members of Evaluation committee are bound to secrecy.

3.1 Evaluation of the tenderers

Stage 1 - Application of exclusion criteria

The aim is to check whether tenderers are eligible to take part in the tendering procedure.

The tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.6.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded. If a subcontractor is subject to exclusion, the tender shall be excluded.

Here to be noted that exclusion criteria from participation and exclusion criteria from award are valid through the whole duration of the award procedure.

Stage 2 - Application of selection criteria

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer, who has passed the exclusion stage, to perform the contract.

The capacity of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.7 Selection criteria. The Tenderers not satisfying the selection criteria will not be selected and their offers will not be further evaluated against award criteria.

3.2 Evaluation of the tenders

Stage 3 – Application of award criteria

Only the tenders of those tenderers, who met the requirement of the exclusion and selection criteria, will be evaluated in terms of quality and price.

The aim is to assess, on the basis of the award criteria, the technical and financial offers and establish a ranking list. No award criteria other than those detailed below will be used to evaluate the offer.

3.3 Technical evaluation

The contract will be awarded to the tenderer offering the best value for money on the basis of the following criteria:

Quality

Quality criterion based on:	Max points
Detailed description of how the tenderer will undertake the tasks (organisation of work) listed in point 1 thereof, ensuring that the cleaning personnel fit the EU Institutions requirements (cleaning personnel perform the contract effectively and without interruption over the contract period).	40
Description of the mechanisms of supervision and control over the provision of the services to ensure their availability, high quality and continuity (describing how the supervisory tasks will be undertaken).	40
Description of how the tenderer intends to select the cleaning material and also the procedure relation to the replacement equipment (mops, buckets, etc.) in compliance with the requirements under p. 1.6 of the Technical Specification.	20
Total Quality points (Q)	100

Quality criteria will be evaluated on the basis of the technical tender to be submitted as part of the bid (see point 2.8).

Only those tenders that have reached 50% or more for each of the quality criteria and 60% in total will be considered for the award of the contract.

3.4 Financial evaluation

For the financial bid, the tenderer must use the standard financial table/price offer in Annex II to the Invitation to tender.

Any omission or amendment to the original price schedule will cause the bid to be considered null and void.

For the purpose of comparison of the financial offers only, the EU Institutions will use a reference price. This reference price comprises:

SERVICE	Multiplier coefficient	
Monthly all-in price for performance of routine services	0,4	a (IA+IB+IC)
All-in price per hour and per person for an exceptional additional services provided <u>on working days provided in the contract schedule</u> of cleaning work specified in the contract.	0,1	b
All-in price per hour and per person for an exceptional additional services provided <u>on a working day at times not provided for in the contract schedule</u> of cleaning work specified in the contract.	0,2	c
All-in price per hour and per person for an exceptional additional services provided <u>on weekends or public holidays</u> .	0,2	d
All-in price per piece for the occasional extra services provided for dry cleaning of the flags.	0,05	e
All-in price per control for the occasional extra services provided for insect and rodent control.	0,05	f
Total reference price	a+b+c+d+e+f	

The reference price, which will be calculated by the EU Institutions and must on no account aspect in the tenderer's bid, is used solely for the purpose of comparing the tenders received and has no contractual value.

Only the Unit Net Prices quoted in Annex II to the Invitation to Tender have a contractual value.

3.5 Award of the contract

The contract will be awarded to the economically most advantageous tender, achieving the highest score obtained by applying the following formula:

Score for tender X	=	Cheapest reference price	*	Total quality score (out of 100) for all criteria of tender X
		Reference price of tender X		

The EU Institutions reserve the right not to award the contract.

3.6 Information to tenderers

The EU Institutions will inform tenderers of the decisions reached concerning the award of the contract, including the grounds for any decision not to award the contract or to restart the procedure.

Upon respective written requests made by the tenderers, the EU Institutions will inform all rejected tenderers of the reasons for their rejection, and all tenderers who submitted an admissible tender, of the characteristics and relative advantages of the tender selected for the contract award and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

3.7 Standstill period

The EU Institutions shall not sign the contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the next day after the simultaneous dispatch of the award decisions and letters to unsuccessful tenderers.

3.8 Evidence by contractor

During the standstill period, the EU Institutions will request the tenderer proposed for award to provide the **evidence** on exclusion criteria defined in Articles 93 and 94 of the Financial Regulation (ref. section 2.6 B). If this evidence is not provided or proved to be unsatisfactory, the EU Institutions reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that s/he provides the evidence on exclusion.

3.9 No obligation to award the contract

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract. The EU Institutions may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

In the event of cancellation of the tender procedure, tenderers will be notified. In no event shall the EU Institutions be liable for any damages in any way connected with the cancellation.

3.10 Public access to documents

In general, implementation of its activities and in particular for the processing of tendering procedures, the EU Institutions observes the following rules:

Council Regulation (EC)No1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

All data collected and produced in the scope of this contract shall be the properties of the EU Institutions and shall not be used by the contractor without prior agreement of the EU Institutions. The contractor shall continue to be bound to this clause after completion of the contract.

4 THE CONTRACT (FWC)

4.1 Nature of the contracts

The services described in these Specifications will form the subject of a contract between the European Institution for Gender Equality acting also on behalf of the Information Office of the European Parliament and the Representation of the European Commission on the one hand, and the contractor whose tender has been successful on the other hand. This contract will set out the legal and financial conditions, and the administrative and technical conditions applicable throughout the term of the contract. The contract will be drawn up with reference to the terms of the Draft Contract which forms Annex III to the Invitation to Tender.

4.2 Starting date of the contract and duration

The FWC will have an initial duration of 1 year as from the date of signature (signed by the last contracting party), and can be renewed automatically up to three times under the same conditions for an additional period of 1 year each time, unless written notification to the contrary is sent by one of the contracting parties and received by the other no later than three months before expiry of the contract. Renewal does not imply any modification or deferment of existing obligations.

Under Article 126(1)f and Article 126(3) of Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002, as revised by Regulation (EC, Euratom) No 1261/2005 of 20 July 2005 laying down detailed implementing rules, the contracting authority may use a negotiated procedure for the award of new services which entail the repetition of similar services entrusted to the contractor who was awarded the original contract.

At any point in the contract, the EU Institutions may terminate the contract as it sees fit, without being required to pay any compensation, provided that the EU Institutions inform the other party by registered letter with at least three months' notice.

4.3 Implementation of the contract

The implementation of the FWC will be through Order Form to be signed by the two parties: contractor and each of the EU Institutions, i.e. EIGE Annex IIIA and ECR on behalf of EPIO Annex IIIB. The EU Institutions will send to the contractor 2 copies of the Order Forms listing the type of services to be delivered by the contractor and shall receive them back duly signed and dated. Once signed by the EU Institutions, one copy of the original Order Form will be returned to the contractor. The delivery of services can only begin once the Order Forms are signed by both parties.

4.4 Place of performance

The contractor will work in the premises of the EU House in Vilnius at Vilniaus street 10, LT-01119, Vilnius, Lithuania.

4.5 Volume of the contract

The indicative maximum volume for the Framework Contract is estimated at EUR 37 500 for one year and EUR 150 000 for 4 years, excluding VAT.

4.6 Site - visit to the offices to be cleaned

The EU Institutions will be organising a compulsory site visit in its premises and *an **information session** with the possibility for the participants to raise questions about the technical specifications. A record of the information session, containing all questions and answers will be sent simultaneously to all companies where were represented during the site-visit.* The arrangements for this visit are set out in the Invitation to Tender. Any contractor who does not attend the compulsory site visit will be excluded from participation in the procedure. The costs incurred in attending shall be borne by the tenderer.

4.7 Terms of payment

Payment for the services provided (routine schedule of cleaning work plus exceptional additional and occasional extra services) will be made every month in the manner set out in each Contract, on presentation of a proper invoices drawn up in conformity with national law and of all substantiating documents mentioning the services performed and cleaning supplies used during the month in question, notably the written request of EPIO and/or ECR and/or EIGE for exceptional additional and/or extra services.

The Contractor shall provide two (2) invoices, one invoice addressed to the European Commission Representation for the services provided to EPIO and ECR, and a second invoice is to be submitted to the European Institute for Gender Equality for services provided to it.

Invoices presented by the contractor must specify separately the amounts exclusive of VAT, the amounts of VAT and the total amounts.

Within thirty days of the receipt of the invoice by the EU Institutions payment corresponding to the relevant invoice shall be made.

The payment date is the date on which the EU Institutions bank account is debited.

4.8 Data protection

See article I.9 of the Framework Service Contract.

4.9 Environmental considerations

It is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure, double-sided printing, limiting attachments to what is required in the technical specifications (no additional material).

Annexes:

Annexes 1:

Schedule of work – Definition and frequency of cleaning work

- Annex 1a: Work and traffic areas EIGE
- Annex 1b: Washing, toilet and kitchen facilities EIGE
- Annex 1c: Work and traffic areas EPIO and ECR
- Annex 1d: Washing, toilet and kitchen facilities EPIO and ECR
- Annex 1e: Common areas shared by the EU Institutions
- Annex 1f: Description of the main cleaning activities.

Annex 2: Description of the premises

Annexes 3:

Public holidays of the EU Institutions

- Annex3a: EPIO public holidays 2013
- Annex3b: ECR public holidays 2013 (will be provided at the site visit)
- Annex3c: EIGE public holidays 2013 (will be provided at the site visit)

Annex 4: Standard Submission Forms (SSF) as annexed to these specifications