

FINANCE AND PROCUREMENT

DRS/PRO/DELE/RB(2018)01466

Thessaloniki, 27 July 2018

OPEN INVITATION TO TENDER

AO/DRS/ASAIN/CleaningServices/005/18
Provision of Cleaning Services for Cedefop Premises

 REFERENCE: *Contract notice – 2018/S 143-325956 of 27/07/2018*

Dear Sir/Madam,

We thank you for the interest you have shown in this tender procedure.

The purpose of this call for tenders and additional information necessary to present a tender can be found in the attached Tender Specifications. You should note however the following important points concerning the submission of a tender and its implications.

1. Tenders (and documents included in them) should be submitted preferably in English, but in any case in one (or in any) of the official languages of the European Union.
2. Tenders may be submitted exclusively in one of the following ways:

(a) by post to be dispatched **not later than the date and time specified in the timetable in point 8 below**, in which case the evidence shall be constituted by the date of dispatch on the postmark or the date of the deposit slip, to the following post address of Cedefop :

**European Centre for the Development of Vocational Training (Cedefop),
Attention of Procurement Service
PO Box 22 427
GR – 55102 Thessaloniki, Greece**

Important:

If using a postal service, tenderers must use a registered, reliable one. If no postmark has been stamped or if the postmark is not legible, Cedefop will accept deposit slip issued by the postal service, provided that this clearly indicates the date as filled in by the post office and not by the tenderer.

Tenderers shall inform Cedefop by e-mail (C4T-Services-mbx@cedefop.europa.eu)

- ✓ *that they have submitted an offer in time, and*
- ✓ *that they request Cedefop to confirm receipt of the e-mail.*

Tenderers should not attach *their offer to any of the above informative e-mail.*

or

(b1) by courier service to be dispatched not later than **the date and time specified in the timetable in point 8 below**, in which case the evidence shall be constituted by the date of dispatch to the address below or the date of the deposit slip,

or

(b2) delivered by hand not later than **the date and time specified in the timetable in point 8 below**, in which case a receipt must be obtained as proof of submission, signed and dated by the official in the above mentioned Service who took delivery,

to the following address (for points **(b1)** and **(b2)** above):

**European Centre for the Development of Vocational Training (Cedefop),
Attention of Procurement Service
123, Europe Str,
GR-57001 Thessaloniki-Pylea, Greece
Tel: +30 2310 490111 / 490 064**

Please note that Cedefop is open from 09h00 to 17h00, Monday to Friday. It is closed on Saturday, Sunday and Cedefop holidays.

3. Tenders must be submitted strictly adhering to the following.

Tenders must be submitted in a sealed envelope itself enclosed within a second sealed envelope. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

Tenderers must pay attention to the **quality of the packaging material**, especially of the inner envelope, in order to make sure that it will remain sealed until the formal opening of tenders by the Agency.

The **outer envelope**, addressed simply to Cedefop (address depending on the means of submission, see point 2 above), should only bear additionally **the name and address** of the sender.

The **inner envelope**, addressed to the Procurement Service as indicated under point 2 above, must bear a self-adhesive label with the indication **“Open Invitation to tender – Not to be opened by the internal mail service”** and all the necessary information, as shown below:

<p>OPEN INVITATION TO TENDER</p> <p>CEDEFOP No: AO/DRS/ASAIN/CleaningServices/005/18</p> <p>“Provision of Cleaning Services for Cedefop premises”</p> <p>Name of tenderer:</p> <p>NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE</p>
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The inner envelope must also contain three sealed envelopes, namely, Envelope A – “Supporting Documents”, Envelope B – “Technical Proposal” and Envelope C – “Financial Proposal”. The content of each of these three envelopes is described in section 6 of the attached Tender Specifications.

Tenderers should not disclose their financial offer in any part of their tender other than the sealed envelope C, not even disclose the total amount of their financial offer on the cover letter.

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible so that there can be no doubt as to words and figures.
5. **Submission of a tender implies acceptance of all the terms and conditions set out in this Invitation to Tender, in the specifications and in the draft contract and**, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract. Therefore, It is mandatory to include in the offer a **Cover Letter, signed by the person/s that is/are authorised to sign the contract in case of contract award, stating that the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure** (see also point 1 of the Tender Specifications).
6. The opening of tenders will take place at Cedefop on the date and time specified in the timetable in point 8 below. Each tenderer may be represented at the opening of tenders by maximum two representatives. The names of the persons attending the opening must be notified in writing by by e-mail (C4T-Services-mbx@cedefop.europa.eu) at least three working days prior to the opening session. Failing that, Cedefop reserves the right to refuse access to its premises.
7. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

7.1 Contacts before the final date for submission of tenders:

- At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the tender documents. Any request for additional information must be made in writing by e-mail (C4T-Services-mbx@cedefop.europa.eu).

Requests for additional information/clarification (if any) from potential tenderers should preferably be written in English and should be received by the date and time as specified in the timetable in point 8 below. No such requests will be processed after that date.

Before requesting any additional information, the tenderers are kindly requested to visit the FAQ page on Cedefop website:

<http://www.cedefop.europa.eu/en/about-cedefop/faqs/procurement-procedures>.

- Cedefop may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

The Answers/Clarifications of Cedefop to the requests for additional information/clarification of the tenderers, including that referred to above, will be published on Cedefop's website under the same link where this Open Tender Procedure is announced (<http://www.cedefop.europa.eu/en/about-cedefop/public-procurement>.) **Tenderers must ensure that they visit regularly the site for updates up to the closing date for receipt of tenders.**

7.2 Contacts after the final date for submission of tenders and before opening:

- Tenderers should not contact the Contracting Authority (i.e. Cedefop) on their own initiative.
- Tenderers are not allowed to amend their offers, e.g. by completing the documents they sent, replacing them with amended ones or sending new documents initially not included in the tender, as this may lead to rejection of the tender at a later stage. Any such need for additional information/document identified by the Evaluation Committee during the evaluation process will be notified to the tenderer concerned at Cedefop's initiative, providing for a reasonable deadline for response (see also the provisions under the heading below).

7.3 Contacts after the opening of tenders:

- Tenderers should not contact Cedefop on their own initiative at that stage.
- If clarification on the compliance with the Eligibility and/or Selection Criteria is required or if obvious clerical errors in the tender need to be corrected Cedefop may contact tenderer/s in writing to obtain further clarification or documents on specific points of the tender or to correct obvious clerical errors.
- If the necessary information and/or supporting documents for the assessment of an award criterion are missing, these may not be requested as clarification if this might alter the proposal. Any requests for clarification in that regard should not lead to amendment of the terms of the tender. Tenderers must not modify their tender or add any new elements to it. The reply must therefore make clear reference to the relevant information already present in the file. This will serve solely the purpose to provide the Evaluation Committee with a clarification regarding the technical proposal provided the terms of the tender are not modified as a result.
- In regards to possible clarifications on obvious clerical errors in the Financial Offer, tenderers must not add any new prices, but only explain the quotation on the basis of elements and prices already present in the offer. In case a tenderer alters his financial offer during a clarification (beyond the correction of any obvious clerical/calculation errors), this offer will be automatically rejected.
- Tenderers should be prepared to reply to such requests for clarification within a short reasonable deadline as it will be stated in the request for clarification.

8. Timetable:

	DATE	TIME
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	10/09/2018	N/A
Last date on which clarifications are issued by Cedefop	12/09/2018	N/A
Deadline for submission of tenders (hand delivered)	19/09/2018	17.00h
Deadline for submission of tenders by post / courier	19/09/2018	N/A
Validity of the tenders	18/03/2019	N/A
Tender opening session	10/10/2018	11.00h
Estimated contract signature date	mid December 2018	

9. Tenderers must maintain the validity of their tender for at least 6 months following the deadline of submission of tenders.

In exceptional cases, before the period of validity expires, Cedefop may ask the tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain his tender for a further period of 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 6 months irrespective of the date of notification.

10. All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
11. Up to the point of signature, the contracting authority (i.e. Cedefop) may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. If such decision is taken, the tenderers will be notified accordingly.
12. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon:
- the signature of an Order under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.
13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:

https://www.cedefop.europa.eu/files/public_procurement_privacy_statement_2018-05-18.pdf

You have the right of recourse at any time to the European Data Protection Supervisor (www.edps.europa.eu) for matters relating to the processing of your personal data.

14. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation¹. For more information, see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE).
15. Once Cedefop has opened the tender, it becomes its property and it shall be treated confidentially.
16. You will be informed of the outcome of this procurement procedure by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail address regularly.

Yours sincerely,

signed Michail Christidis
Head of Finance and Procurement

Attached: Tender Specifications

¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298 of 26.10.2012, p. 1) as amended.

OPEN INVITATION TO TENDER

AO/DRS/ASAIN/CleaningServices/005/18

‘Provision of Cleaning Services for Cedefop premises’

Tender Specifications

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Introduction to Cedefop: Europe's agency for training policy

Source: <http://www.cedefop.europa.eu/EN/about-cedefop.aspx>

About Cedefop

Cedefop is the European Union's agency for vocational education and training (VET). With its research and analyses, it supports the European Commission, EU Member States and social partners in designing and implementing VET policies, with a focus on how best to link education and employment.

European labour markets have been unsettled by globalisation, technological advances and demographic changes (ageing of the population and immigration). The economic downturn of the last decade has increased social inequality and geographical disparity. To address the economic, social, technological and environmental challenges, structural reforms both of labour markets and education and training systems are needed.

In this context, vocational education and training can help get people (back) into work and promote equality, inclusion and solidarity. VET is a pillar of lifelong learning, providing young people with an initial qualification and adults with upskilling options. VET caters both for the brightest, offering them interesting career prospects, and the most vulnerable, opening different pathways into the labour market.

Cedefop's work can be divided into three main strands:

Shaping VET

VET systems and institutions must be relevant to individual and labour market needs. Cedefop fosters their renewal and modernisation in response to emerging policy needs and priorities. It monitors labour market changes and policy implementation in the EU Member States and reports on these.

VET systems need to take into account learning acquired in different ways and at different times and allow people to move between countries and sectors. Cedefop promotes the use of European tools such as qualifications frameworks which allow Europeans working or learning abroad to "take their qualifications with them" by facilitating understanding and recognition of these.

Valuing VET

The ultimate goal of VET policy is to meet the needs of individuals: to strengthen their employability, help them find and keep jobs and allow them to make a good living. At individual countries' request, Cedefop reviews their VET policies and programmes to support effective implementation of European policies (e.g. work-based learning and apprenticeships) and policy learning between countries.

With its work on guidance and the validation of non-formal and informal learning, Cedefop promotes access to VET. It supports the inclusive role of VET by facilitating the (re)integration into education and training of low-skilled and other vulnerable groups.

Informing VET

Cedefop looks into how socio-economic and demographic trends affect employment, nature of jobs and demand for skills in the labour market. It forecasts future skills needs and supply to help individuals, employers and policy makers to make informed decisions about education, training and careers. It identifies policies and practices to help policy makers and VET providers address skills mismatches.

Cedefop supports countries to develop their own intelligence and data on skills and employment needs.

Cedefop's information

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal www.cedefop.europa.eu. All Cedefop publications are available for download. Cedefop hosts and organises conferences and events throughout the year.

In addition to its web portal, Cedefop's work can be followed on Facebook at www.facebook.com/cedefop and Twitter at www.twitter.com/cedefop.

1. OVERVIEW OF THIS TENDER PROCEDURE

In submitting his tender in response to this tender procedure, the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale and terms of business may be, which he hereby waives. No account can be taken of any reservation or disclaimer expressed in the tender as regards the tender dossier's Tender Conditions and Specifications and the Contract's Special and General Conditions. If necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 7 of the Invitation to tender. Any reservation or disclaimer may result in the rejection of the tender without further evaluation on the grounds that it does not comply with the conditions of the Tender Dossier.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a Technical and a Financial Proposal containing all the required information and documentation may lead to the rejection of the tender.

1.1. Description and type of the contract

- a) Title and short description of the contract: **'Provision of Cleaning Services for Cedefop premises'**
- b) Type of contract: Framework Service Contract whereby the services will be provided following the signature of Order forms throughout its validity. The number and content of Order Forms will depend on the needs of Cedefop.

1.2. Place of delivery or performance

The tasks will be completed in the Cedefop's premises, 123 Europe str., Pylea, Thessaloniki.

1.3. Division into lots

This tender procedure is not divided into lots.

1.4. Variants

Tenderers **may not** offer variant solutions to what is requested in the tender specifications. Cedefop will disregard any variants described in a tender, and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the tender specifications.

1.5. Value or quantity of purchase

The estimated budget for the required services described in this call for tenders is of the order of **400 000 Euro (without VAT)** for the whole duration of the framework contract, i.e. 4 years.

The sum of the amounts of the successive Order Forms that will be issued after the Framework Contract is signed, may not reach the above estimated value for the Framework Contract. Cedefop will be contractually bound only by the amounts effectively entered in the successive signed Order Forms.

In the case where unforeseen circumstances result in the global value of this contract being consumed faster than originally planned, Cedefop reserves the right to consider conducting a 'Negotiated procedure without prior publication of a contract notice' with the existing contractor(s) in order to increase the maximum amount stated above by up to 50% (Art. 134(e) of the Rules of Application (RAP) implementing the EU Financial Regulation (FR)).

1.6. Duration of the contract

The contract shall enter into force on the date of signature of the last contracting party (mid of December 2018), shall have initial duration of one (1) year and will be automatically renewed up three (3) times, each for an additional period of one (1) year, covering a total acquisition period of four (4) years (1+1+1+1).

The contractor is expected to start his tasks as of January 1st, 2019.

1.7. Main terms of financing and payment

Payments will be made monthly upon completion of specific tasks and after the approval by Cedefop Project Manager, within **30 days** of submission of invoices and at the conditions set out in the draft contract.

2. TECHNICAL SPECIFICATIONS

2.1. Background Information

2.1.1. Short description of Cedefop premises

The building has been located in its present site since 1999. It provides facilities for about 150 staff members, external contractors, and trainees. The average annual number of visitors is estimated to 5.000.

The building is “L” shaped and includes office space spread over four floors, a library laying on two floors with a central atrium which spans vertically from the first to the second level and is designed to act as a unifier between the levels, three conference rooms, 3 training rooms, 3 meeting rooms, canteen facilities, 12 lavatory blocks (42 toilets and 35 washbasins), 4 showers, an interior garage, breakout spaces and ample basement surface mainly used as a storage and archives area.

The total built surface of the Cedefop building is approx. 6.700 m² excluding the basement area which is approx. 2.800 m². Outside the building, the surroundings with greenery count approximately 6.000-7.000 m². Approximately 1.000 m² are used for open parking space, while another 600 m² are covered with bush and plants. Various flower beds and flower pots are scattered inside and outside of the building.

2.1.2. Cedefop working hours

The normal working hours of the Centre are daily, from Monday to Friday, between 07h30 and 20h00. On average, it is estimated that most of the staff leave the premises between 17h00 and 18h00.

The official holidays of Cedefop amount to approx. 18 days/year and are almost the same as the National official holidays for Greece plus the days between Christmas and New Year.

2.2. Scope of required services

2.2.1. Project description

Cedefop requires cleaning services in the Centre's premises.

In particular, the purposes of this contract are as follows:

- Clean Cedefop premises during working days between 07:30 to 22:00 and, upon request, on weekends and Cedefop Public Holidays
- Provide pest control services
- Procure and distribute all consumable supplies
- Monitor, supervise and organise cleaning and pest control services

The required cleaning services are divided into three (3) categories:

- 1) regular cleaning (2.2.2)
- 2) extra and emergency cleaning (2.2.3) and
- 3) special cleaning (2.2.4)

Hourly rates for such services shall be indicated in the table in Annex H.

2.2.2. Regular cleaning

The regular cleaning is the standard daily cleaning (from Monday to Friday) which aims at securing hygiene in the building at all times and is based on the predefined periodical cleaning schedule (daily, weekly, monthly, etc.) as described below and in Annex K.

2.2.3. Extra and Emergency Cleaning

Cedefop may demand for extra or emergency cleaning during working days, weekends or public holidays.

Extra cleaning may be required due to: renovation works, office removals, celebrations, festivities, big conferences etc.

Emergency cleaning may be required due to unforeseen events such as: extreme weather conditions, fire, flood, earthquake etc.

The contractor will be required to provide specific additional personnel on a short notice and for the duration as specified by the Centre. The Centre shall only require such additional services if and when necessary.

2.2.4. Special Cleaning

Cedefop may ask for special cleaning services such as: special cleaning of chemical substances (i.e. fuel spillage, lime scale, grease, organic substances), specialised disinfection, specialised disinfection, removal of longstanding stains on floors, carpets, marbles, external floors using specialised machines etc.

2.2.5. Working Program

The regular cleaning services should be provided from Monday to Friday between 07:30 and 22:00 except monthly duties in the common areas or in the basement which can be conducted during all the day in agreement with Cedefop.

In addition and in agreement with Cedefop, for the kitchen, regular cleaning can start only after 15:00.

a) Morning shift:

Two (2) full-time cleaning persons should be present (for 8,5 hours) at the Centre from Monday to Friday during working hours and between 7:30 to 17:30. A thirty-minute break is included.

Daily presence:

- One (1) full-time cleaning person to provide regular services, especially but not exclusively in lavatories, to facilitate immediate action when necessary. to guarantee continuous availability of supplies and consumables (soap, towels and toilet paper) and to provide full-time cleaning services, mainly to the conference, meeting and training rooms;
- One (1) full-time cleaning person to provide regular services mainly for the cleaning of the yards, the disposal of garbage and other discarded material, small removal of furniture for cleaning purposes, cleaning of glass windows and to provide full-time cleaning services, mainly to the conference, meeting and training rooms and to the cafeteria.
- The regular pest control services will be performed between 7:30 to 17:30.

b) Evening shift:

- Five (5) part-time cleaning persons should be present (for 4 hours – break not included) at the Centre from Monday to Friday during working hours and between 15:00 to 22:00, for the cleaning of the offices, kitchen, library, toilets, corridors, common spaces and the basement.

Cedefop has the right to modify the cleaning working program and tasks within the working hours defined above and/or limit/increase the cleaning team accordingly. This will depend on the future cleaning needs of the Cedefop building.

The attached Working Programme (Annex K) describes in detail the cleaning requirements at the Cedefop premises indicating also the exact surfaces in m².

➤ **Daily cleaning schedule**

(1) **Offices and Library**

- all floors to be cleaned and washed thoroughly;
- all carpeted areas and linoleum floors to be vacuumed;
- empty trash baskets (one for paper and one for other trash) and replace the bags provided by the company as required;
- dust horizontal surfaces of all furniture (tables, cabinets up to eye level, shelves, etc.) and work surfaces with a wet cloth;
- remove finger prints/stains from glass, wooden, plastic and metallic surfaces;
- remove discarded materials (publications, etc.) where necessary.

(2) **Lavatories**

- all sanitary fittings shall be cleaned with biodegradable deep-cleaning detergents (toilets, wash basins, urinals, flush tanks, etc.);
- likewise, all stainless steel parts and the associated couplings shall be cleaned using appropriate products;
- disinfect toilet bowls and seats;
- pour disinfectant and soluble incrustation removers in toilet bowls and urinals in order to prolong cleaning action;
- wash floor and wall tiles with detergent and water;
- disinfect, clean and polish mirrors;
- empty waste paper baskets and replace the bags provided by the company as required;
- provide rolls of toilet paper, soap/detergent and towels as necessary;
- clean drainage on the floor when necessary.

(3) **Conference rooms**

As in 2.2.5 - Daily cleaning - point (1) plus:

- removal of discarded conference materials (publications, flyers, brochures, etc.);
- clean and dust the interpretation booth cabins and furniture (tables, shelves, cabinets);
- clean and dust the telephone stands in the vicinity of the conference rooms;
- dust any notice board fixtures in the said vicinity;
- vacuum all carpeted areas;
- empty waste paper baskets.

(4) **Lifts**

- clean the doors and the interior of all cabins;
- wash/vacuum lift floors as necessary;
- remove stains/spots/finger prints from glass/wooden/plastic or metallic surfaces;
- clean and polish mirrors.

(5) **Kitchen-cafeteria**

As in 2.2.5 - Daily cleaning - point (1) plus:

- washing and wiping dry of the INOX/metal surfaces of kitchen installations, including hot plates;
- washing and wiping dry of the INOX/metal cooker hoods;
- cleaning of all tables, chairs and ash-trays inside and outside the restaurant, with a damp cloth;
- empty waste bins, wet clean and replace the bags provided by the company as required;
- wash walls covered with tiles with detergent and water.

(6) Common areas and corridors

- washing of the marble floors with water and detergent;
- polishing/waxing of all plastic floors with non-slip appropriate products;
- removal of stains and of discarded material;
- vacuuming and wet washing;
- dusting of horizontal surfaces and work surfaces with a wet cloth;
- emptying and wet cleaning of ashtrays, baskets and bins.

(7) Outdoors Areas

- empty and clean external ash trays and bins, tables and chairs as required;
- sweeping of floors of entrance areas and concrete parts of the yards;
- dusting, cleaning of floors of terraces as required;
- collection of garbage, discarded material and leaves;
- cleaning of glass windows.

(8) Security booth

As for 2.2.5 - Daily cleaning - points (1) and (2).

➤ Weekly cleaning schedule**(1) Offices and Library**

- cleaning of the sides and of horizontal surfaces over 1,70m high of all furniture items;
- vacuuming of fabric-upholstered seats and chairs;
- clean/wash heating devices, doors and handles;
- clean/wash top portions of open space partitions and window sills;
- cleaning of telephones and telephone leads with a disinfectant;
- wet cleaning of waste bins, bags replacement.

(2) Lavatories

- all walls shall be cleaned with biodegradable deep-cleaning;
- likewise, all stainless steel parts and the associated couplings shall be cleaned using appropriate products;
- disinfect toilet waste paper baskets;
- remove incrustations in toilet bowls and washbasins;
- wash floor tiles with detergent and water;
- clean/wash heating devices, doors and handles;
- thoroughly clean flush tanks, pipes and fixtures.

(3) Conference rooms

As for 2.2.5 - Weekly cleaning - point (1).

(4) Lifts

- remove incrustations from glass/wooden/plastic or metallic surfaces.
- wet cleaning and disinfection of telephone devices.

(5) Kitchen-cafeteria

As for 2.2.5 - Weekly cleaning - point (1) plus:

- thorough washing and wiping dry of the INOX/metal surfaces of kitchen installations, including hot plates;
- thorough washing and wiping dry of the INOX/metal cooker hoods;
- thorough cleaning of all tables, chairs and ash-trays inside and outside the restaurant, with a damp cloth;
- disinfection of waste bins;
- washing with a disinfectant of the floor areas in and around the rubbish bins.

(6) Common areas and corridors

- dusting of railings

(7) Archive areas and Garage

- vacuuming and washing of the floor surfaces;
- dusting of furniture.

(8) Security booth

As for 2.2.5 - Weekly cleaning - point (1) plus:

- dusting of heating and air-conditioning installations;
- cleaning/polishing of the interpretation booth glass fixtures;
- clean fire extinguishers, waste paper bins/containers, external trim, drawers and wall switches;
- clean door handles;
- dusting of the lower areas of furniture;
- polishing/waxing of all appropriate surfaces with a non-slip product;
- cleaning of telephones and telephone leads with a disinfectant;
- remove cobwebs;
- clean tops of cabinets (over 1,7 meters) using a damp cloth;
- clean sofas and chairs;
- remove any rubbish (paper, plastics...) from the surroundings of the security booth.

➤ **Monthly cleaning schedule for all areas**(1) Offices and Library

- all walls and carpets to be cleaned and washed thoroughly;
- all windows to be washed thoroughly from both sides;
- wet cleaning of seats and footrests;
- wet cleaning of all HVAC terminals;
- dusting and washing of all internal and external blinds;
- dusting and wet cleaning of all top shelves and cupboard;
- removal of cobwebs;
- disinfection of all waste bins.

(2) Conference rooms

As for 2.2.5- Monthly cleaning - point (1).

(3) Kitchen-cafeteria

As for 2.2.5 - Monthly cleaning - point (1) plus:

- soak and wash the cooker extractor filters (restaurant-cafeteria);
- in-depth cleaning (moving of furniture and equipment);
- remove incrustations from kitchen equipment.

(4) Common areas and corridors

- clean all metal grills (all areas: internal and external surfaces);
- vacuuming, wet cleaning and polishing of floors;
- dusting of top shelves and cupboards;
- disinfection of ash-trays waste bins;
- wet cleaning of HVAC terminals;
- dusting and wet cleaning of railings;
- dusting and washing of blinds;
- dusting and wet cleaning of archives' furniture.

(5) Technical installations areas

- wash/vacuum floors;
- dusting of air ducts and of the surfaces of the technical equipment.

(6) Storage rooms (other than archive areas) and garage

- wash/vacuum garage floors (removal of oil-stains), including the access ramps;
- thorough cleaning/washing of floors in the storage rooms in the basement;
- dusting of air ducts surfaces;
- dusting of furniture.

(7) Security booth

As for 2.2.5 - Monthly cleaning - point (1).

➤ Additional cleaning tasks within the year**Four times per year**

- Vacuuming, wet cleaning and stains removal of PVC, linoleum and rubber floors;
- Wet cleaning and removal of stains and cobwebs in the archives, storage rooms, technical rooms, underground areas and garage;
- Wet cleaning and stains removal of doors and handles in the technical rooms;
- Wet cleaning and stains removal of technical rooms, underground areas and garage;
- Dusting and wet cleaning of safety lights and all internal lights in all areas;
- Dusting of painted gypsum boards in the kitchen, stairs, corridors, archives, storage rooms, technical rooms.

Once per year

- Dusting of painted gypsum boards in offices, conference rooms, library, cafeteria;
- Dusting and wet cleaning of top shelves, cupboards and office lighting in the offices, archives, storage and technical rooms;
- Wet cleaning and stains removal of HVAC Terminals in the archives and storage rooms;
- Wet cleaning after removing books and files in the offices, library, archives and storage rooms;
- Wet cleaning and removal of stains and cobwebs in the lavatories, kitchen, elevators, stairs and corridors;
- Wet cleaning with appropriate products of painted walls for all areas except the day care centre;
- Vacuuming of false-ceiling tiles in the corridors and stairs 4x per year and for the remaining building;
- Vacuuming of all type of seats;
- Polishing of PVC, linoleum, marble and rubber floors.

➤ **Pest control schedule**

- Monthly works for the disinfestation and worm suppression and use of means (like mouse traps, etc.) for mice, rats, cockroaches, moth, bedbugs, centipedes, wasps, caterpillars, ants, flies, mosquitos, bees, snakes, ticks in all inner and outer Cedefop spaces;
- Preventive measures for snakes 6 times a year (mainly from April to September);
- Disinfestation twice (2) a year in the kitchen area;
- Worm suppression once (1) a year in the kitchen area.

2.2.6. Project management

The contractor will be required to identify a Project Manager and a Team Leader who will contribute to the implementation of the contract as defined below. The Project Manager and the Team Leader should comply with the requirements set out in 3.2.2 below.

The Team Leader will be one of the two full-time cleaning persons. The Team Leader will perform his/her regular cleaning tasks in accordance with the working program (2.2.5 above) or any other tasks assigned by the contractor and in addition will:

- be solely responsible for the effective and efficient supervision of the cleaning staff, of the tasks performed under the contract and the allocation of tasks to the cleaning staff;
- monitor the quality of work carried out daily by the cleaning staff;
- propose action to be taken in order to improve the quality of the cleaning services;
- ensure that staff on duty including herself/himself
 - (a) wear a uniform supplied by the contractor with an identity badge,
 - (b) are given sufficient and appropriate equipment for their work.

The Project Manager within his organisation will:

- represent the contractor as the single contact point for all administrative and operational communication regarding the contract implementation. The specific department of Cedefop which will be responsible for managing the contract will be the Facilities department. Cedefop will also designate the Contact Person(s) in charge of contract implementation, from within the Department for Resources and Support / Facilities services. While on duty and within the premises of the Centre the contractor's personnel shall follow only the requests and instructions by the designated representative(s) of the Centre. No requests or instructions by any other staff of Cedefop or any external persons are to be respected.

In case the contractor needs to replace the team leader or the project manager throughout the duration of the contract, the CV(s) of the new staff must be submitted to Cedefop for review and approval before the replacement. Cedefop reserves the right to reject any of the staff of the contractor, stating the reasons for so doing.

2.3. Requirements

2.3.1. Personnel

The contractor will provide experienced and well trained staff, to enable a performance of high standard cleaning services in accordance with the best practices of the industry. All cleaning staff employed in carrying out the service must be regularly trained for these various tasks. Additionally, this training should cover cleaning agents, equipment and machines used; waste management and aspects of health, safety and the environment.

The contractor will provide at least **7 persons**, to ensure that all the duties of the tenderer's staff as described in this tender dossier are carried out in a satisfactory manner. The tenderer will provide the same personnel for the daily cleaning of the Centre's premises. Any changes in the staff should be communicated to Cedefop in writing and at least three days in advance. Cedefop reserves the right to reject any of the staff of the contractor, stating the reasons for so doing.

The contractor will be fully responsible for the replacement of his staff in case of absence so that uninterrupted services are guaranteed. The contractor shall present to Cedefop a list of all his staff members to be employed within the premises of the Centre.

The representatives of Cedefop will thoroughly monitor the performance of the contractor under the contract. Nonetheless, the contractor will be solely responsible for the effective and efficient supervision of his staff, the allocation of tasks and the tasks performed under the contract.

One of the full-time cleaning personnel shall be nominated by the contractor as a **Team Leader** on the Centre's premises, who has to be reachable at all times, by means of a mobile phone, by both his/her own colleagues and the designated representative(s) of Cedefop, while at its premises. In addition, the **Project Manager** nominated by the contractor shall be equipped with a mobile phone and be reachable at any time even at weekends and holidays.

Each **cleaner** of the contractor working at the premises of the Centre, will have to daily clock in and out, when entering and leaving the facilities respectively. For this reason, Cedefop will provide each cleaner of the contractor with an access card that he/she shall be wearing while working at the Centre's premises.

The tenderer and his personnel shall be fully responsible and accountable for any equipment and other property of Cedefop he/she will be using or working on during performance of his/her duties. Cedefop may take appropriate deductions from the contractor's payments to recover any financial losses to the Centre resulting from inappropriate actions or negligence of the tenderer's personnel which are not covered by the liability insurance.

2.3.2. Clothing

The contractor shall supply his staff working on the Centre's premises with a sufficient number of uniforms in perfect condition and properly maintained. These uniforms shall enable unambiguous identification of the staff of the contractor and their clear distinction from other persons within the premises of the Centre.

2.3.3. Cleaning supplies, consumables and equipment

The Contractor shall ensure that his cleaning staff are adequately supported and equipped with the equipment mentioned below. In particular he shall ensure that there are sufficient and timely deliveries and permanent availability of all supplies needed for the performance of the contract.

The contractor is required to have available **at least** the following equipment, cleaning supplies and consumables:

Equipment

- Vacuum cleaner(s) for indoor and outdoor areas
- Spread bath machine (machine for cleaning and polishing plastic floors)
- Water pressure washers
- Carpet cleaning and drying machines
- Machine for vacuuming leaves
- Floor sweepers
- Marbles polisher
- Scrub driers and polishers
- Wet pick-up machine (machine for flood restoration works)
- Steam cleaner
- Equipped trolleys and carts for cleaning and carrying things
- Telescopic ladders for window cleaning
- Danger signs (i.e. wet floor, wet carpets, ladder in use)
- Brooms, mops, heavy duty sponges, cleaning buckets, squeegees, disposable gloves, masks,
- Protective glasses
- All types of cloths (i.e. dust cloths)
- Platform to work at height, mobile scaffolds
- Uniforms for the cleaning staff.

In addition, Cedefop is using the following consumables (Annex L):

Consumables

- Bags for sanitary pads
- Plastic bags for garbage bins
- Toilet deodorants
- Hand paper towels: Folded, highly absorbent, soft paper sheets, disposable, Kraft or bleached white
- Liquid soap: Liquid packaged to fit the existing dispensers. Must contain lanolin or equivalent
- Urinal refreshers
- Toilet paper of two-ply facial quality

2.3.4. Health and Safety – Green cleaning services

Cedefop pays attention to environmentally-friendly cleaning and the use of environmentally-friendly cleaning products. We expect the company to use ecological/biodegradable cleaning materials and products for the cleaning of bathrooms, floors, furniture and windows.

The following categories of **cleaning products** should carry the EU Ecolabel or equivalent:

- All-purpose cleaners, sanitary cleaners and window cleaners
- Detergents for domestic (or similar) dishwashers
- Hand dishwashing detergents
- Laundry detergents for domestic washing machines

(See more details in: <http://ec.europa.eu/ecat/>).

Cedefop reserves the right to reject cleaning supplies and consumables which do not comply with European and National safety, environmental or hygiene standards (Directives 67/548/EEC, 1999/45/EC, 91/155/EEC, 76/769/EEC and their amendments or equivalent). During implementation of the contract the Contractor is obliged to submit all safety data sheets of the proposed cleaning detergents upon Cedefop's request.

The contractor is obliged to ensure the health and safety of the Cedefop staff and of the cleaning staff and to comply with the relevant EU and National laws (Directive 89/391/EEC and its amending acts, N.1568/1985, and OJ (FEK) 177/A/18-10-1985 of the Greek legislation).

At the end of every year of the contract, a list must be submitted by the contractor indicating clearly the name and the quantity of all cleaning supplies and consumables that have been used.

Regarding **pest control consumables** and in order to ensure maximum safety in high-risk areas, e.g. spaces where there could be children (corridors, parking etc.), restaurant storage rooms etc., special attention should be given while applying the products.

For this reason, the mouse traps must be of hard plastic instead of paper and be placed in non-visible spots. The materials must be safe for the prevention of danger for humans and mainly children, even after the expiration of the guarantee period of the application. The entire range of products and chemicals must be according to the most recent relevant norms in force this year (2018) and preferably in the category of organic products. The traps must be of the kind that mummify the dead rodents and thus eliminate the risk of infection and odour, etc.

The application must comply with the criteria as set in <http://ec.europa.eu/ecat/>.

2.3.5. Other requirements

After the end of the daily cleaning, the contractor's staff is required to:

- close the windows
- turn off the lights and the A/C
- close the doors of the offices
- turn off the taps in WCs and the kitchen/kitchenettes
- put back into place the furniture or objects that have been moved for cleaning or meeting purposes.

All recyclable waste (paper, plastic, aluminium, toners and glass) will be collected separately from food garbage and will be put into special containers that will be designated by the Cedefop representatives.

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

The contractor's staff is required to use different cloths, mops etc. per type of area cleaned (i.e. WCs, kitchen, offices, common areas).

Every Friday and at the end of the evening shift, all cloths and mops should be washed at the washing machine provided in the basement of the building. All cleaning equipment should be thoroughly cleaned and prepared for the beginning of the next week.

Third Party Liability Insurance

The successful bidder, prior to the signing of the contract, must provide a third party liability insurance contract with a limit of not less than 50.000,00 EUR for bodily harm and not less than 300.000,00 EUR total coverage. This insurance must be renewed every year until the end of the framework contract.

All insurance required by Cedefop shall be obtained at the sole cost and expense of the Contractor; the insurance carrier should be registered according to the national laws.

Security Clearance

The Contractor shall present to the Centre after contract signature but prior to signature of the 1st Order Form, official documents stating the absence of criminal records for each of his staff employed by him at the premises of the Centre as well as a valid residence permit for non-Greeks. In case of personnel replacement, the tenderer is obliged to provide security clearance documents for the new personnel assigned.

Social Security Contributions and Compliance with Labour Law

The contractor has the obligation to:

a) comply with the labour laws, such as the legislation referring to the payment of the employees' salaries in line with the respective employment contract, as well as the collective agreements of the Member State where the contractor is established

and

b) fulfil obligations relating to the payment of social security contributions of their personnel assigned to Cedefop in accordance with the legal provisions of the country in which they are established or those of Greece.

In case of non-fulfilment of these legal requirements, the Contracting Authority will consider relevant measures, as set out in the Framework Service Contract, such as the termination of the contract.

Cedefop reserves the right to check any documentation describing the above mentioned requirement throughout the whole duration of the contract.

3. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation to this tender procedure is only open to tenderers who are in a position to subscribe in full to the “**Declaration on honour on exclusion criteria and selection criteria**”, given in Annex C. All tenderers, all group (consortium) members (if any) and any subcontractor/s (identified as per the two bullet-points in the fourth paragraph of point 4.2 below) **MUST** provide the declaration on honour found in Annex C duly signed and dated.

3.1. Exclusion Criteria

The purpose of the exclusion criteria is to determine whether an economic operator / tenderer is allowed to participate in the procurement procedure or to be awarded the contract.

The exclusion criteria will be assessed in relation to each company individually. In the event of recommendation for contract award, evidence will be requested as described in Annex C (last page).

3.2. Selection criteria

The selection criteria concern the tenderer's capacity to execute similar contracts.

The tenderers must submit documentary evidence (or statements, where required) of their economic, financial, technical and professional capacity to perform this contract.

Each and all requirements for economic and financial capacity should be fulfilled by the tenderer - alone (in the case of single tenderers) or as a whole (in case the tenderer is a grouping/consortium). Participation in tendering is open to all legal persons bidding either individually or in a grouping (consortium) of tenderers.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with them. He must in that case prove to the contracting authority that he will have at his disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place their resources at his disposal. This obligation may be fulfilled by presenting signed statements from those entities. Please note that natural persons (individuals, freelancers) are also considered ‘entities’ for this purpose.

3.2.1. Economic and Financial capacity

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

Requirement:

- The average annual turnover of the tenderer for the last three financial years concerning the type of services covered in this call for tenders should be at least **200,000 EUR**.

Proof of economic and financial capacity **must** be furnished by the following document:

- Signed Statement (please fill-in and sign your Statement in Questionnaire 2 of Annex G) of the tenderer's turnover for the last three financial years concerning the type of services similar in nature to those making the subject of this call for tenders.

In case of a consortium (grouping) or subcontracting each member of the consortium and all sub-contractors (in line with points 4.1 or 4.2 below) must provide the required statement for the economic and financial capacity, **but the assessment of whether the minimum requirement is met will bear on the consortium as a whole or the tenderer together with his subcontractors.**

In the event of recommendation for contract award the winning tenderer (single tenderer or in the case of a consortium (grouping) each member of the consortium) will be requested to prove the above by submitting Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent) if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors. *For* tenderers or sub-contractors (identified as per any of the two bullet-points in paragraph 4 of Art. 4.2 below) who are natural persons / freelancers, a tax declaration and tax clearance statement for the last **three** financial years will be requested.

If, for some exceptional reason the winning tenderer (or any consortium member or sub-contractor) is unable to provide one or other of the above documents, they will be required to justify the non-provision and may prove their economic and financial capacity by any other document which Cedefop considers appropriate. Cedefop reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.2. Technical and professional capacity

The Tenderers are required to have sufficient technical and professional capacity to perform the contract.

Requirements for technical and professional capacity:

- Be enrolled in the relevant professional register;
- Have adequate structure and resources to perform the services specified in the Technical Specifications.
- Have the ability and the minimum necessary equipment (as per point 2.3.3 – “Equipment”) for the execution of services;
- Have provided services in the past 3 (three) years in execution of at least 3 contracts similar to the scope and nature as those required in this call for tenders, with a combined total value of 300.000 EUR at minimum;
- Have in place and operate under a Quality Management System relevant to the subject of the contract;
- Have in place and operate under an Environmental Management System;
- Have in place and operate under a Health and Safety Management System;

Requirements for the tenderer's team

The Tenderer's **team**, intended to perform the contract, must have the necessary skills and experience for its successful implementation.

- **Project Manager:**
 - Three (3) years individual experience in project management in the field of cleaning services.
 - Language: English necessary (level B2 as determined in “Language levels of the Common European Framework of Reference CEF² or equivalent).
- **Team Leader:**
 - Three (3) years individual experience as on-the-spot coordinator of a team in the field of cleaning services. He/She has to have followed training by an accredited body in the fields of occupational health and safety standards, application techniques and environmental issues.
 - Language: English necessary (level B1 as determined in “Language levels of the Common European Framework of Reference CEF or equivalent).

Proofs / Evidences of Technical and professional capacity

The following documents or information must be presented by the tenderer to prove his technical and professional capacity to perform the proposed contract:

- Document for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established;
- Brief company profile indicating the structure and resources of the tenderer **(please fill-in Questionnaire 4 in Annex G)**;
- List of necessary equipment of the tenderer for the execution of services;
- List of at least 3 contracts with services provided by the deadline for submission of offers and within the past three years, that are similar to the scope and nature as those required in this call for tenders and with a combined total value of min. **300,000 EUR**, describing the contracting authorities, the subjects, the amounts, the dates, the percentage and the specific tasks performed by the tenderer **(please fill-in Questionnaire 3 of Annex G)**
- Relevant valid certification of the quality management system of the tenderer (ISO 9001 or equivalent);
- Relevant valid certification of the environmental management system of the tenderer (ISO 14000 or equivalent);
- Relevant valid certification of the health and safety management system of the tenderer (OHSAS 18001 or equivalent);
- The CVs of the Project Manager and the Team Leader, **whose involvement will be crucial for the successful performance of the contract**, describing the working experience and the level of English knowledge.
- Copy of the relevant valid certification by an accredited body of occupational health and safety standards of the team leader.

In case of consortium or subcontracting, the consortium or the tenderer with all subcontractors together have to provide evidence of technical and professional capacity as a whole (please see also 4.1 and/or 4.2 below).

² <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

3.3. Legal Position

Tenderers may choose between submitting a joint offer (see 4.1) as a Consortium / Grouping or introducing a bid as a single tenderer, in both cases with the possibility of having one or several subcontractors (see 4.2). Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed (see also 5th bullet of point 4.1. below). To identify himself (and any other participating entities, if applicable), the tenderer must complete **Questionnaire 1 in Annex G**. In the same Questionnaire each tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC which can found in the following link: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>.

Tenderers are also requested to complete a **Legal Entity Form** found in **Annex D**, accompanied by all documents and information indicated in the form.

The Legal Entity Form should be completed and signed by the representative(s) of the tenderer (who sign(s) the cover letter as per point 4 of the Invitation to tender) authorised to sign contracts with third parties.

The Legal Entity Form should not be submitted by sub-contractors (if any).

4. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation in Cedefop tendering procedures is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens. Pursuant to Article 119 of the general Financial Regulation the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Cedefop can therefore accept offers from and sign contracts with tenderers from 36 countries, namely: the 28 EU Member States, 3 EEA Countries (Liechtenstein, Norway, Iceland) and 5 SAA Countries (FYROM, Albania, Serbia, Montenegro and Bosnia & Herzegovina).

The procurement (tender) procedures of Cedefop are **not** open to tenderers from GPA countries.

A legal person can take part (as an individual tenderer or as a member of a consortium submitting a tender) in only one tender. In the opposite case all tenders in which that person has participated may be excluded from the evaluation.

4.1. Joint Offers/ Groupings (Consortia)

- Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.
- Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.
- If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.
- A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.
- Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).
- Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.
- The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of

the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex I) authorising this company or person to submit a tender on behalf of the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

The contract will have to be signed by all members of the group (consortium). If the members of the group (consortium) so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (Annex I) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards Cedefop for the performance of the contract as a whole.

4.2. Subcontracting/Subcontractors

Subcontracting is defined as the situation where a contract has been or is to be established between Cedefop and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other entities for performing part of the service. If awarded, the contract will be signed by the selected Tenderer (the Contractor), who will be vis-à-vis Cedefop the only contracting party responsible for the performance of this contract. Cedefop has no direct legal commitment with the subcontractor(s).

The contractor retains full liability towards Cedefop for performance of the contract as a whole. Cedefop will treat all contractual matters (e.g. payments) with the contractor, whether or not some tasks are performed by a subcontractor. Under no circumstances can the contractor avoid liability towards Cedefop on the grounds that the subcontractor is at fault. Any subcontracting/subcontractor must be approved by Cedefop, either by accepting the bidder's tender, or, if proposed by the Contractor after contract signature, in writing by an exchange of letters. In the latter case subcontracting/subcontractor will be accepted only if it is judged necessary and does not lead to distortion of competition.

Tenderers are free to choose their subcontractors from both eligible and non-eligible countries. Thus, in principle all economic operators can act as subcontractors of eligible tenderers.

The tenderer must clearly indicate the identity of each Subcontractor and the percentage of work by value that he will perform for this contract (please fill in Annex G).

Only in cases when:

- a Subcontractor undertakes between 10,01% and 40% of the work by value,
OR
- the total subcontracting is above 40% of the work by value, independently of the individual Subcontractor's contribution to the work by value,

the tenderer should submit with the offer:

1. the “**Declaration on honour on exclusion criteria and selection criteria**” (Annex C) filled-in and signed by the respective Subcontractor;
2. the documents related to the economic/financial and technical/professional capacity of the Subcontractor as described in points 3.2.1 and 3.2.2 necessary for evaluating of the combined capacity (as a whole) of the tenderer together with his subcontractor(s);
3. the Form in Annex J (Model of Letter of Intent for Subcontractor/s) duly filled-in and signed by each respective Subcontractor, stating his unambiguous undertaking to collaborate with the tenderer if the latter wins the contract. Also should be stated the roles, activities and responsibilities of the subcontractor(s) and the extent of the resources that the respective subcontractor will put at the tenderer's /contractor's disposal for the performance of the contract

N.B. The subcontractor(s) (if any) have to provide the documents to prove their capacity only for the parts of the contract that are relevant to them. The evidence provided will be checked to ensure that the tenderer alone or with the subcontractor(s) altogether fulfil the criteria.

5. AWARD OF THE CONTRACT

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contract shall be awarded to the tenderer submitting the best price-quality ratio method as represented by the highest Total Score (TS) out of 100.

The Total Score (TS), comprising quality + price score, will be calculated for each tender by applying the formula below:

$$\text{Total Score (TS)} = X \cdot (\text{TQV} / 100) + Y \cdot (\text{Cheapest TFO} / \text{TFO})$$

Whereby:

TQV = Total Quality Value of the tender (as per points 5.1 and 5.2);

TFO = Total Financial Offer of the tender (as per points 5.3 and 5.4);

X is the weighting for quality score (TQV) and for this tender procedure it is fixed to **(50)**;

Y is the weighting for price (TFO) and for this tender procedure it is fixed to **(50)**.

Cheapest TFO is the Cheapest Tender Price of a technically compliant tender (i.e. among those having achieved a minimum of 50% of the possible score for each award (evaluation) criterion and in total a minimum of 65 out of 100 points (TQV) in the technical evaluation – see below).

5.1. Technical evaluation

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the tender specifications.

The following Award Criteria for the technical evaluation will be applied to this tender procedure:

Award criteria	Maximum number of points
1 Quality of the team organisation and the continuity of service	50
2. Stability of employment of the proposed team	10
3. Risk assessment of possible difficulties	15
4. The application of environment-friendly management measures	10
5. Communication with Cedefop and reporting lines	10
6. Availability of daily transportation for the cleaning staff	5
Overall total score	100

In order to guarantee a minimum threshold of quality, offers that

- do not reach a minimum of 50% of the possible score for each of the 6 (six) award (evaluation) criteria and/or
- obtain an overall total score (Total Quality value) of less than the total **65** (of a maximum of 100) points against the award (technical) criteria,

will not be considered acceptable and will be eliminated from further evaluation. Only the technically compliant (acceptable) tenders as per the above will be subject to financial (price) evaluation (5.3).

5.2. Technical proposal

The tenderer's technical proposal should consist of a clear and comprehensive response to all requirements as per the Technical Specifications in point 2 above providing a practical, detailed description of the services proposed for performance of the contract.

Tenderers are requested to organise the technical offer in headings or to structure it in such a way so as to ensure that the content of the technical offer meets the requirements set out in the Technical Specifications as closely as possible and to facilitate the subsequent evaluation of tenders against the technical award criteria.

It is up to the tenderer to present in his Technical Proposal a detailed organisation and methodology such that they fulfil (comply in full with) all requirements outlined in the Technical Specifications.

For the technical evaluation of the offer against the award (technical) criteria mentioned above, the tenderer must provide:

For award criterion 1 (50 points)

a) The tenderer will explain concisely but specifically how he will guarantee a consistently high level of the required services and maximum efficiency in terms of:

- speed;
- quality;
- health and safety.

b) The above description will additionally demonstrate how to guarantee:

- sufficient resources for the continuity and the quality of the services requested;
- how the structure of the team will be flexible enough to accommodate absences (back-up arrangements).

c) The information provided will demonstrate appropriate control mechanisms to ensure good performance and quality assurance of the required services.

For award criterion 2 (10 points)

The tenderer is expected to provide a detailed description of

- how the cleaning team will be chosen;
- and
- measures the company takes to maintain team stability.

For award criterion 3 (15 points)

The tenderer will explain the main challenges that may occur during the execution of the services. Solutions to anticipated problems should be proposed.

For award criterion 4 (10 points)

The tenderer should provide a description of his approach towards environmentally-friendly cleaning of the premises (green approach), specifying the percentage of the proposed consumables and cleaning products that will comply with ecological and environmental specifications.

For award criterion 5 (10 points)

The tenderer should describe expected communication flows with Cedefop, with reference in particular to the project manager and team leader.

For award criterion 6 (5 points)

The tenderer should propose arrangements for easy commuting of the cleaning team (availability of daily transportation for the cleaning staff, etc.)

The Technical Proposal should prove that the Tenderer is capable of meeting the tender specifications, by providing all the information related to the scope of this project. All the information and means of proof provided in the tender commit the contractor throughout the duration of the contract.

The tenderer shall identify a Project Manager (see point 3.2.2) within his organisation who will represent the single contact point for all administrative and operational communication regarding to the contract implementation. Cedefop will also designate the contact person in charge of handling the contact with the selected tenderer.

In addition to the above the tenderer must clearly specify which parts of the work will be subcontracted (if any) and specify the identity of those subcontractors only undertaking more than 10% of the work by value (or of *all* subcontractors if total subcontracting is above 40% of the work by value) as requested in point 4.2.

NB: All the information and means of proof provided commit the contractor throughout the duration of the contract.

5.3. Financial evaluation

Only tenders scoring in total 65 points or more (of a maximum of 100 points) against the technical award criteria and 50% or more of the possible maximum score for each of the six award criteria will have their financial proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered (**Total Financial Offer TFO**) in the Price schedule table (see point 5.4 and Annex H).

The tenders are awarded points for the Total Price offered by using the following formula:

*Financial score = (cheapest Financial Proposal / Financial Proposal of the tender considered) * Y.*

Where Y = price weighting (see the complete formula under point 5 above)

Information concerning price

- The prices quoted must be fixed and not revisable for the first year of the contract. From the 2nd year onwards, Articles I.5.2 and II.20 of the Contract shall apply (see draft Framework Contract at Annex B).
- Prices must be quoted in EURO and include all expenses.
Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). Such charges shall therefore not be included in the calculation of the price quoted.

[For contractors based in Greece, invoices will include VAT which is paid by Cedefop and later reimbursed by the State.]

[For contractors established in other countries exemption is direct (invoices are submitted without VAT), subject to fulfilling as necessary the requirements of Article 151 of Council Directive 2006/112/EC.]

[In Belgium, use of this contract constitutes a request for VAT exemption No. 450, VAT exemption article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)".]

5.3.1. Evaluation of abnormally low prices

If any tender's price appears to be abnormally low in relation to the services offered, and in order to check if the tender can be considered valid, the evaluation committee will, before it may reject this tender, send a request for clarifications to ask for explanations on the components of the tender which it considers relevant to the presumed abnormally low price and shall verify those constituent elements taking account of the explanations received. If in that relation the tenderer cannot explain his price on the basis of the economy of the services offered, or the method used, or the technical solution chosen, or the exceptionally favourable conditions available to the tenderer, the tender will be rejected.

A price will be considered abnormally low if it is lower than the average price of all technically acceptable offers (including the offer considered) by a rate of **actual deviation** (%) greater than the **acceptable margin of deviation** which is set to **20%** (please note that definition of which offers are technically acceptable/ compliant is given in points **5**, **5.1** and **5.3** above).

The **actual deviation** will be calculated as % as follows:

The difference between the average price of all technically acceptable offers and the value of the presumably abnormally low financial offer will be divided by the average price of all technically acceptable offers.

The approach of the Evaluation Committee to identify and eliminate abnormally low tenders will be the following:

- a) apply the acceptable margin of deviation from the average price of all technically acceptable offers and set aside the offers that go beyond it;
- b) check if specific notes or specific items included in the offer justify to some extent the deviation; if not, or if inadequate, send relevant request for explanation(s) to the tenderer concerned;
- c) decide on the acceptability of the offer on the basis of the notes in the tender and/or the clarification reply received.

5.3.2. Financially unacceptable tenders

In the context of financial evaluation, the Evaluation Committee could find that tenders are unacceptable because the price is:

- abnormally low (see point 5.3.1);
- 15% or more above the estimated budget announced in these Tender Specifications (see point 1.5).

Such tenders will have to be rejected by the Evaluation Committee, independently of their quality value as determined in the preceding (technical) evaluation stage.

5.4. Financial Proposal / Financial Scenario

Tenderers should not disclose their financial offer in any part of their tender (technical proposal, cover letter) other than the sealed envelope C.

The financial offer must be clear and in compliance with the tender specifications. Please fill in the attached Annex H – Financial Offer Form. Please note that Cedefop estimates are indicative and do not constitute any kind of legal obligation for the Centre. The financial offer is based on a 4 years scenario established for evaluation purposes only and that is not binding for Cedefop

The financial offers will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

Please note that Cedefop estimates for quantities are indicative and do not constitute any kind of legal obligation for the Centre.

6. INFORMATION ON PRESENTATION AND CONTENT OF TENDER

It is important that tenderers provide all documents necessary to enable the evaluation committee to assess their tender. Tenderers should fully respect the instructions indicated under points 2, 3 and 4 of this open invitation to tender.

In addition, below you will find details of the required documentation.

6.1. Envelope A - Supporting documents

One original and one copy of:

- cover letter, signed by the person/s (name and position) that is/are authorised to sign the contract in case of contract award
- the “**Declaration on honour on exclusion criteria and selection criteria**” requested in point 3.1 and standard template found in Annex C;
- the selection criteria documents as requested in points 3.2, 4.1, 4.2
- Questionnaires 1 – 5 as found in Annex G
- Power of Attorney (Model 1 or 2), as required in point 4.1 (if applicable) and found in Annex I
- Model of Letter of Intent for Subcontractor/s as required in point 4.2 (if applicable) and found in Annex J
- the Legal Entity Form as requested in point 3.3 and found in Annex D
- the Financial Identification Form as found in Annex E
- the checklist found in Annex F

In the case of tenders submitted by groupings (consortia) or involving contribution by subcontractors, envelope A should also contain all relevant documentation as requested in points 4.1 and 4.2 respectively (with reference to points 3.1, 3.2 and 3.3).

6.2. Envelope B – Technical proposal

One original signed version and three copies of:

- the Technical Proposal providing all information requested in point 5.2, including information relevant to subcontracting, if any, as requested in point 4.2.

6.3. Envelope C – Financial proposal

One original signed version and three copies of:

- the Financial Proposal - Annex H - containing all information requested in point 5.4.

ANNEX A

Contract Notice

(Given as a separate file in *.pdf format)

ANNEX B

Draft Contract

(Given as a separate file in *.pdf format)

ANNEX C

“Declaration on honour on exclusion criteria and selection criteria”

(Given as a separate file in *.doc format)

ANNEX D

Legal Entity Form

Legal Entity Form to be downloaded, depending on the nationality and legal status of the tenderer, from the following website:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Legal Entity Form to be completed and signed by a representative of the tenderer (group leader in case of consortium, with indication of entity, name and function) authorised to sign contracts with third parties. It should not be signed by sub-contractors (if any).

ANNEX E

Financial Identification Form

To be downloaded, depending on the nationality of the tenderer, from the following website:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm

and completed and signed by an authorised representative of the tenderer (group leader in case of consortium, with indication of entity, name and function), but not by subcontractors.

PLEASE NOTE:

Please indicate the BIC (Bank Identification Code) in the REMARKS box of the downloaded form.

ANNEX F

Check list of mandatory documents

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be included as part of your offer.

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please explain the reason
		Yes	No	
<u>Envelope 'A' must contain</u>				
one original and one copy of:	6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award (name and position of the individual(s))	Art. 4 of Invitation to tender; 6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Declaration on Exclusion & Selection Criteria (including those of consortium members and subcontractors, if applicable)	3, 6.1 & Annex C	<input type="checkbox"/>	<input type="checkbox"/>	
- selection criteria documents (if applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2, 6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Questionnaires 1 - 5 (Annex G)	3.2, 4.1; 6.1 & Annex G	<input type="checkbox"/>	<input type="checkbox"/>	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, 6.1 & Annex I (model 1 or 2)	<input type="checkbox"/>	<input type="checkbox"/>	
- Letter of intent of subcontractor (if applicable)	4.2, 6.1 & Annex J	<input type="checkbox"/>	<input type="checkbox"/>	
- Legal Entity Form	3.3, 6.1 & Annex D	<input type="checkbox"/>	<input type="checkbox"/>	
- Financial Identification Form	6.1 & Annex E	<input type="checkbox"/>	<input type="checkbox"/>	
- this Checklist	6.1 & Annex F	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Envelope 'B' must contain</u>				
one original and three copies of:	6.2	<input type="checkbox"/>	<input type="checkbox"/>	
- the technical proposal	2, 5.2, 6.2	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Envelope 'C' must contain</u>				
one original and three copies of:	6.3	<input type="checkbox"/>	<input type="checkbox"/>	
- the Financial Proposal	5.4, 6.3 & Annex H	<input type="checkbox"/>	<input type="checkbox"/>	

The tenderers should also ensure that:

<input type="checkbox"/>	the offer is formulated in one of the official languages of the European Union.
<input type="checkbox"/>	both the technical and financial proposals of the offer are signed by duly authorised agent.
<input type="checkbox"/>	the offer is perfectly legible in order to rule out any ambiguity.
<input type="checkbox"/>	the offer is submitted in accordance with the envelope system as detailed in the invitation to tender point 3.
<input type="checkbox"/>	the outer envelope bears the information mentioned in the invitation to tender point 3.

ANNEX G

Questionnaires 1 - 5

(Given as a separate file in *.doc format)

ANNEX H

Financial Proposal

(Given as a separate Excel file)

ANNEX I

Models of power of attorney

(Given as a separate file in *.doc format)

ANNEX J

Model of Letter of Intent for Subcontractor/s

(Given as a separate file in *.doc format)

ANNEX K

Cleaning Schedule – Working Programme

(Given as a separate excel file)

ANNEX L

Cleaning Consumables

(Given as a separate excel file)