

**Delegation of the European Commission to Serbia
- Belgrade -
TENDERING SPECIFICATION CLEANING SERVICE**

1. Title of the Contract

Cleaning Service for the office of the EC Delegation to Serbia –2008/S 20-024937

Contracting authority: Delegation of the European Commission to Serbia
73, Krunska St. - Belgrade

2. Purpose and context of the contract

The Delegation of the European Commission Delegation to Serbia – Belgrade - has the intention to entrust cleaning of its office premises to a Company specialized in provision of cleaning services according to the general conditions and specifications indicated hereafter, with a team of motivated, well-monitored, professional cleaners managed by a company supervisor working exclusively for the Delegation in Belgrade.

This procedure will conclude with the award of a framework service contract (which means that the number of posts may increase or decrease, using the quoted rate per post as reference in the total monthly invoice).

3. Subject of the contract

The offices of the Delegation of the European Commission in Serbia-Belgrade, subject of this contract, are located at Vladimira Popovica 40, 11070 - New Belgrade.

The total space covers five floors (V – IX) and a total area of 4,282.00 m² and 40 individual underground parking spaces.

The total number of EC Delegation staff by the end of 2008 is estimated at 101 staff members.

All tasks must be executed on all working days when the Delegation of the European Commission in Belgrade is open.

The offices are open Monday to Friday, from 08:30 hours to 16:30.

The offices are closed on Saturday and Sunday and on the official public holidays of the Republic of Serbia and on 9 May.

3.1.1) TASKS TO BE EXECUTED:

3.1.1.a) Daily tasks:

- Dusting and cleaning of equipment and all exposed surfaces of desks, bookcases, tables and cabinets
- Cleaning of hard surfaces
- Emptying waste paper baskets and ashtrays, disposal of waste from the Delegation's premises to the garbage containers
- Collecting crockery and cutlery from offices and meeting rooms
- Washing dishes

- Cleaning of kitchens (one kitchen per each floor) and their contents
- Cleaning of the toilets, washbasins and placing toilet paper, paper towels, liquid soap, room refreshers, refreshers for toilet bowls and urinals and toilet seat paper covers when necessary
- Cleaning of entrance hall
- Cleaning of terrace
- Cleaning of elevators
- Preparing/serving coffee/refreshments for meetings - assisting in setting up meeting rooms, preparing cups and plates

3.1.1.b) Weekly tasks:

- Dusting and cleaning of all exposed surfaces of archives, without moving papers or items.
- Sweeping/mopping the floor in the archives.
- Vacuuming the carpet in the office of the Head of Delegation
- Cleaning the staircases
- Tending (watering) plants
- Garage cleaning

3.1.1.c) Monthly tasks:

- Cleaning of internal windows
- Washing of waste paper baskets and external ashtrays

3.1.1.d) Annual tasks:

- Shampooing of carpet in the Head of Delegation's office, with appropriate equipment and products.
- Shampooing of all chairs and sofas, with appropriate products.

3.1.1.e) Tasks to be executed on an ad hoc basis – on request of the EC Delegation (up to 200 h per year)

- As requested (e.g. small errands such as minor repairs)

3.1.2) PLAN AND ORGANIZATION OF TASKS-POSTS:

POST 1: Supervisor

Description:

One supervisor who is responsible for the implementation of contractual specifications and obligations, having experience of several years in the sector of activities covered by the contract. In case of absence a deputy with the same qualifications will replace him.

Working Hours:

- During working hours of the EC Delegation to Serbia (08:30h – 16:30h).

General Tasks:

- Ensure professional functioning and management of the entire cleaning crew;
- Prepare daily presence logs of company's cleaning crew;
- Ensure supply and timely provisions of hygiene and cleaning products;
- Ensure proper serving of coffee and refreshments;
- Report to the EC Delegation – Serbia (Administration) on issues related to service performance

Specifications/Profile:

- The Supervisor must have proven experience in the field of managing cleaning personnel preferably in an international environment;
- He must be able to communicate in English language;

All instructions in relation to the performance of the contractual obligations will be conducted solely between the supervisor and a person designated by the Administration to follow-up on the execution of tasks.

POST 2: Daily and weekly cleaning (including equipment and products) – ref. tasks under 3.1.1.a) and 3.1.1.b)

Description:

- Responsible for tasks as per the specification under 3.1.1.a) and 3.1.1.b)

Working Hours:

- During working hours and according to the planning of the tenderer, bearing in mind that two workers (Post 2) have to be present throughout working hours of the EC Delegation to Serbia.

General Tasks:

- Execution of tasks as specified under 3.1.1.a) and 3.1.1.b) and under direct surveillance of the Supervisor.

Specifications/Profile:

- Cleaners must have proven experience in the relevant field of 3 (three) years at least.

In case of increase or reduction of the surface covered by this contract, the costs and price for Post no. 2 will accordingly be increased or reduced with a 2 month prior written notice to the Contractor.

Cleaning equipment and products to be provided by the contractor to enable services as foreseen for the Post 2.

1. Toilets:

- a. Toilet paper
- b. Paper towels
- c. Liquid soap
- d. Air refreshers
- e. Disposable toilet seat paper covers
- f. Garbage bags
- g. Relevant cleaning equipment

2. Kitchens:

- a. Paper napkins and towels
- b. Dish washing liquid, powder and tablets
- c. Hygiene products for cleaning of drains
- d. Kitchen cleaning products
- e. Garbage bags
- f. Relevant cleaning equipment

3. Other areas:

- a. Floor/furniture cleaning products
- b. Varnish for wooden doors
- c. Epoxy cleaning products (e.g. elevator's door)
- d. Relevant cleaning equipment

POST 3: Monthly cleaning (including equipment and products) – ref. tasks under 3.1.1.c)

Description:

- Responsible for tasks to be executed on a monthly basis (as per the specification under 3.1.1.c)

Working Hours:

- During working hours and according to the planning of the tenderer.

General Tasks:

- Execution of tasks as specified under 3.1.1.c) and under direct surveillance of the Supervisor.

Specifications/Profile:

- A cleaner must have proven experience in the relevant field of 3 (three) years at least.

Cleaning equipment and products to be provided by the contractor to enable services as foreseen for the Post 3.

- a. Window cleaning products
- b. Products for cleaning of paper baskets and external ashtrays
- c. Relevant cleaning equipment

POST 4: Annual cleaning (including equipment and products) – ref. tasks under 3.1.1.d)

Description:

- Responsible for tasks to be executed on yearly basis (as per the specification under 3.1.1.d)

Working Hours:

- During working hours and according to the planning of the tenderer.

General Tasks:

- Execution of tasks as specified under 3.1.1.d) and under direct surveillance of the Supervisor

Specifications/Profile:

- A cleaner must have proven experience in the relevant field of 3 (three) years at least.

Cleaning equipment and products to be provided by the contractor to enable services as foreseen for the Post 4.

- a. Carpet and upholstery cleaning products
- b. Relevant cleaning equipment

POST 5: Ad hoc cleaning – on request and up to 200 h/year (including equipment and products) – ref. tasks under 3.1.1.e)

Description:

- Responsible for tasks to be executed on ad hoc basis and on request of the EC Delegation to Serbia (as per the specification under 3.1.1.e)

Working Hours:

- During working hours and according to the planning of the tenderer.

General Tasks:

- Execution of tasks as specified under 3.1.1.e) and under direct surveillance of the Supervisor

Specifications/Profile:

- A cleaner must have proven experience in the relevant field of 3 (three) years at least.

Please include the costs of cleaning/maintenance equipment and products in the overall price for the Post 5.

4. Terms of payment

Services will be paid in a month following the calendar month in which they have been provided and after the receipt of monthly invoice indicating the reference number of the contract. The payment will be done by bank transfer to the account designated in the contract by the company (Euro or Serbian Dinar).

The monthly price is to be billed in EURO according to the contractual prices.

The payments will be executed either in EURO or equivalent in Serbian Dinars (RSD) calculated per the InforEuro rate of the month of invoicing.

The payment will be executed within 30 days after the date when the invoice is received.

In case no service has been provided, the monthly invoiced amount will be reduced as follows: for each day of non-service: 1/20 (one twentieth) of the invoice monthly amount will be deducted. Each part of a day of no-service will be counted as a full day.

The contracted price will be revised annually in accordance with the Consumer Price Index for the EU zone (CPI) for the month when it entered in to force.

5. Contract

The tender will conclude with the signature of a one-year contract, renewable annually. However, the total duration of the contract is limited to **four years**.

The Delegation reserves the right to end the contract at any time, without obligation to invoke the reason for it, at one-month's notice.

The EC Delegation reserves the right to ask for the increase or the reduction of the posts described at point 3.1.2. which will be regulated by an annex to the contract.

The tenderer's offer must be drafted taking into account the provisions of the draft contract annexed to this call for tender (Framework Service Contract and General Conditions attached).

The contracted price will be revised annually in accordance with the Consumer Price Indexation for the EU Zone (Infor Euro) for the month when the entered into force.

Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16. of the General conditions (ref. Draft Contract).

6. Exclusion Criteria

Article 93 (FR)

1. Candidates or tenderers shall be excluded from participation in procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1).

Article 94 (FR)

A contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1), for this procurement procedure;

Article 96 (FR)

1. The contracting authority may impose administrative or financial penalties on the following:

- (a) candidates or tenderers in the cases referred to in point (b) of Article 94;
- (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

Means of proof:

Candidates and tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to in Articles 93 and 94 of the Financial Regulation.

7. Selection Criteria

Personal situation

1. All eligible natural and legal persons may apply.
2. The application must make clear the legal status of the tenderer (if natural or legal person).
3. The participation of an ineligible natural or legal person will result in the automatic exclusion of that person.

Means of proof:

Tenderer shall prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or entry in the VAT register.

Economic and financial capacity

- a. The annual revenue of the tenderer for each of the last two closed years shall amount at least to EUR 100,000.00.
- b. The annual operating profit (including all administrative and financial expenditure, depreciation according to plan, but excluding extraordinary expenditure and income and taxes) of the tenderer must be positive for at least two of the last three years.

Means of proof:

The tenderer should present:

- Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed.
- A statement of overall turnover and turnover concerning the works, supplies or services covered by the contract during a period which may be no more than the last three financial years.

Technical capacity

The tenderer must have:

- i. At least 30 permanent staff working for the tenderer in the area of the contract.
- ii. At least 1 key person experienced in the management of the cleaning services as determined in Section 3 [Subject of the Contract].
- iii. At least 3 years of experience in the related field.

Means of proof

(a) the educational and professional qualification of the service provider and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the works;

- (b) a list of the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private;
- (c) a description of the technical equipment, tools and products to be employed by the firm for performing a service contract;
- (d) in respect of supplies: descriptions and/or authentic photographs and/or certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of the products with the specification of standards in force;
- (e) a statement of the average annual manpower and the number of managerial staff of the service provider in the last three years.

8. **Award criteria**

- Tenderer should submit Price Quotation Form duly stamped and signed by an authorised person.

The contract will be awarded to the offer giving the **BEST PRICE/QUALITY OFFER** among those received as long as the offer is complete and clearly presented in accordance to the specifications set in previous points.

The award Committee will evaluate the price quotation form and the documentation submitted according to the following score:

1) Organisation for this specific contract (40 points)

- Task execution system with explanation for the team proposed: 20 points
- Experience of staff proposed & Personnel selection criteria: 20 points

2) Quality of logistics specific to this contract (40 points):

- Type of hygiene/cleaning products proposed: 20 points
- Equipment provided: 20 points

3) Quality control specific to this contract (20 points):

- Description of means to ensure quality of this service: 10 points
- Description of means to ensure on going performance of personnel (bonus system etc.) : 10 points

Maximum score 100 points

The tenderer must obtain at least 70 points for quality items AND a minimum of 60% for each item 1 to 3 described above.

The award committee will award the contract based on the following proportion: 50% for the financial aspect and 50% for the quality aspect according to the following formula;

$$\frac{\text{best price}}{\text{price}} \times 50 + \frac{\text{quality points}}{\text{best points}} \times 50 = \dots \text{ points}$$

9. Time schedule

The companies interested in this tender will have to send their offer in accordance with the Price Quotation Form and required documentation to the address below **by March 4, 2008 by 16:00 hrs** at the latest.

You may submit your offer by delivery in person or by an authorized representative or private courier, to the following address:

**Delegation of the European Commission to Serbia
Krunska 73
11000 Belgrade**

in which case a receipt must be obtained as proof of submission, signed and dated by the official in the department which took delivery.

10. Procedures

Offers must be placed in **one sealed envelope** inside which another sealed envelope, addressed to the Administration should be marked:

**"Offer for Cleaning Service
Tender by (name of the company)
Not to be opened by the internal mail department".**

Inside this inner envelope, two other sealed envelopes should be placed:

Envelope 1

**"Offer for Cleaning Service
TECHNICAL SUBMISSION TO Tender by (name of the company)
Not to be opened by the internal mail department".**

Envelope 2

**"Offer for Cleaning Service
FINANCIAL OFFER TO Tender by (name of the company)
Not to be opened by the internal mail department".**

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape.

Offers must be submitted in **FOUR COPIES (1 original + 3 Xerox copies)** in any of the **official languages of the European Union**.

Failure to respect the above listed procedure will lead to exclusion from further proceedings.

11. Price

The attention of the tenderer is drawn to the following points concerning the price quotation:

- It has to be expressed in **Euros (EUR) – VAT excluded**;
- It has to be written according to the Price Quotation Form;
- Prices must be clear and readable without any doubt or confusion.
- Offer has to be signed by duly authorized representative of the company
- It has to be expressed in a price per hour per post
- it has to show also the average monthly cost and annual cost price on the basis of the total number of posts described at the point 3.1.2.
- it has to take into account all the wages and operational costs of the Company and the equipment to be provided other than the equipment made available by the European Commission;
- the tenderer will also indicate the monthly net wage / average net wage per hour of its personnel for each qualification (supervisor, cleaning personnel);
- The price should be quoted free of all taxes, duties and VAT as the Delegation is exempted of VAT. The Company is however responsible for all legal obligations on taxation, duties and VAT. The Company is obliged to follow all legal obligations of the country;
- The price indexation will be performed as foreseen in the contract project.

12. Technical submission (documentation to send with the offer)

The technical submission shall provide for the description of the organisation of the company in order to comply with the contract and the tasks to be executed. The documents should be clear and documented in order to allow the delegation to perform adequate evaluation.

- Full description & explanation of the staff; quantity of staff;
- CV's, prior experience, language capabilities and references of the proposed Supervisor;
- Prior experience of proposed cleaning personnel;
- Description of the products & equipment to be provided (stating manufacturers);
- Description of means to ensure quality of this service;
- Description of means to ensure ongoing performance of personnel (bonus system, medical scheme, etc.)

13. Financial bid

- Completed, signed by an authorized person and stamped copy of the Price Quotation Form (the format of the Price Quotation Form cannot be altered in any shape or content).

14. Other information

During the duration of the contract, the Contractor is and remains the employer of his staff.

The Contractor recruits, trains, remunerates the staff required for the cleaning of the premises and engages this staff under his sole responsibility. The Contractor insures his staff members against work accidents and engages himself to respect the legislation in place regarding labor matters, social security and taxation, and all other matters related to the services rendered.

The Contractor is obliged to submit the proof of the registration of his/her employees with the local pension/health funds system and that the funds for the employees have been paid for the last three months.

The Contractor shall inform the Delegation, in writing, of the identity of the staff allocated to perform the duties in the Commission's premises, by supplying a copy of their ID card. The contractor shall also be responsible of providing criminal record and health report of his staff. The contractor shall also inform, in writing in advance, of the identity of replacement staff.

In order to ensure perfect continuity of the service, the Contractor shall replace immediately any of his employees who would be absent for any reason.

The Delegation reserves itself the right to refuse access, for any reason of its own, to any worker. The Contractor shall replace immediately any such employee.

The Contractor shall provide its employees with company badges containing photographs of each employee and clearly indicating the party to which the services are provided ("EC Delegation to Serbia").

The Contractor's staff shall be provided by the Delegation with the entrance cards and they shall register each entrance/exit to/from the premises at the sensors installed in the secured area.

The Contractor must submit a detailed and complete descriptive list of the products used for all cleaning tasks.

It is forbidden for the Contractor's staff to take with them any object, even if declared useless, that belongs to the Delegation.

It is forbidden for the Contractor's staff to take knowledge of any document of the Commission, except if related to this contract, to the concerned employee or to the execution of his/her duties.

The Contractor engages himself neither to use nor to communicate any information, document, knowledge regarding the Commission to any third party. This obligation will bind the Contractor and his employees. This obligation will also bind the Contractor and his employees after termination of the execution of this contract.

The Contractor must obtain a signed declaration, regarding the mentioned confidentiality, from each employee linked to the execution of this contract and must provide copy thereof to the Commission at the start of this contract and upon taking up function (for new employees). In this declaration, the employee must commit in writing to respect the secrecy of any information which he/she could have knowledge of on the occasion of the execution of their work and to not make known or public to any third party or to use for his/her own profit, any document or information, even after retirement from his/her job.

The Contractor shall not use the premises of the Commission and the equipment and material contained in it for other purposes than for the execution of this contract and exclusively for the needs of the Delegation.

The Commission reserves itself the right to give instructions to the contractor's staff. These instructions can only be issued by the Head of Delegation or the Delegation's Administration. These instructions can only relate to the execution of this contract and can under no circumstances involve major changes which would result in the contractor becoming unable to perform the contractual duties.

Request for complementary information has to be addressed to the Head of Administration only in writing.

No answer will be given in a period less than five calendar days before closing date.

These requests are strictly limited to explain the object of the Tender.

In case the Delegation submits complementary information in line with the written request by a tendered, the same information will be disseminated to all tenders at the same time.

After opening of the offers contact might be made by the delegation if clarifications are needed or if duly evident errors are contained in the submission.

Commission at his own initiative might inform tender about errors, omissions or imprecise information included in the tendering conditions, or insufficient clearly drafted tendering conditions.

Submitting of an offer implies accepting the conditions foreseen in the Tendering Conditions as well as in the contract project, and rejection of the tender's own general conditions.

Submitted offers must be valid up to July 31, 2008.

Other documents

- Price Quotation Form
- Framework Service Contract
- General Conditions