



Scan to verify source &
version of document.

OPEN CALL FOR TENDERS

Tender Specifications

“Provision of Office Cleaning and Handyman services”

ENISA F-SRAD-17-T20

Part 1 Introduction to ENISA

Part 2 Technical Description

Part 3 Tender Specifications

Annex I	Legal Entity Form
Annex II	Financial Identification Form
Annex III	Declaration of Honour for exclusion criteria & absence of conflict of interest
Annex IV	Financial Offer form
Annex V	Draft Framework Service contract
Annex VI	Administrative Identification and Declaration form
Annex VII	Consortium or Grouping Form
Annex VIII	Sub-Contractors Form
Annex IX	Description of building and contents (Maroussi and Heraklion)
Annex X	Quality Control procedures
Annex XI	Certificate of Visit
Annex XII	Document Checklist

CONTENTS

PART 1 INTRODUCTION TO ENISA	4
1. BACKGROUND ON ENISA	4
1.1 Introduction	4
1.2 Scope	4
1.3 Objectives	4
2. ADDITIONAL INFORMATION	4
PART 2 TECHNICAL SPECIFICATIONS	5
A. SCOPE OF THIS TENDER	5
1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES	6
2. DESCRIPTION OF THE PREMISES	6
2.1 ENISA premises in Maroussi Attiki, Greece	6
2.2 ENISA premises in Heraklion Crete, Greece	6
3. PLAN and ORGANISATION	7
4. WORKING HOURS	7
5. DETAILED DESCRIPTION OF REQUIREMENTS	8
6. SCHEDULE and FREQUENCY OF TASKS:	12
6.1 ENISA premises in Maroussi, Greece	12
6.2 ENISA premises in Heraklion Crete, Greece	14
7. SITE VISITS:	15
8. TENDER RESULT AND ESTIMATED CONTRACT VALUE	16
9. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER	16
10. CONTENT AND PRESENTATION OF THE PRICE OFFER	16
11. PRICE	16
12. PRICE REVISION	16
13. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER	17
14. PERIOD OF VALIDITY OF THE TENDER	17
15. PROTOCOL ON PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES	17
16. PAYMENT ARRANGEMENTS	17
17. CONTRACTUAL DETAILS	17
PART 3 TENDER SPECIFICATIONS	18
1. FORMAL REQUIREMENTS	18
1.1 Address and deadline for submission of the Tender:	18
1.2 Presentation of the Offer and Packaging	18
1.3 Identification of the Tenderer	19
1.4 Participation of consortia	21
1.5 Subcontracting	21
1.6 Signatures of the Tender	21
1.7 Fixed prices	22
1.8 Language	22
1.9 Opening of the Tenders	22
2. GROUNDS FOR EXCLUSION OF TENDERERS	22
2.1 Reasons for Exclusion	22
2.2 Other reasons for not awarding the Contract	23
2.3 Confidentiality and Public Access to Documents	23
3. SELECTION CRITERIA	23
3.1 Professional Information	23
3.2 Financial and Economic Capacity	23
3.3 Technical Background	24
4. AWARD CRITERIA	25
4.1 Quality of the Offer	25
4.2 Price of the Offer	25
5. AWARD OF THE CONTRACT	26

6. PAYMENT AND STANDARD CONTRACT	26
7. VALIDITY.....	26
8. LOTS	26
9. ADDITIONAL PROVISIONS.....	27
10. NO OBLIGATION TO AWARD THE CONTRACT	27
11. DRAFT CONTRACT.....	27
12. SPECIFIC INFORMATION.....	28
12.1 Timetable	28

PART 1 INTRODUCTION TO ENISA

1. BACKGROUND ON ENISA

1.1 Introduction

ENISA, the European Union Agency for Network and Information Security (ENISA), was set up to strengthen the capacity of the European Union, its Member States and the business community to prevent, address and respond to network and information security threats.

Computers and other information technology devices, such as smart phones, are now central to how Europe's citizens live their lives. Therefore, protecting digital information and networks is crucial, for society and the European economy.

In order to achieve this goal, ENISA acts as a centre of expertise in network and information security and facilitates cooperation between the public and private sectors.

The Agency's mission is to support a high and effective level of Network and Information Security within the EU. Together with the EU-institutions and the Member States, ENISA seeks to develop a culture of Network and Information Security for the benefit of citizens, consumers, and business and public sector organizations in the European Union.

1.2 Scope

The Agency assists the Commission and the EU Member States, and cooperates with the business community in order to help them to meet the requirements of network and information security. This work supports the smooth functioning of the EU's internal market.

1.3 Objectives

The Agency's objectives are as follows:

- Advising and assisting the European Commission and the Member States on information security and in their dialogue with industry to address security in hardware and software products.
- Collecting and analysing data on security incidents in Europe and emerging risks.
- Promoting risk assessment and risk management methods to enhance the Agency's capability to deal with information security threats.
- Awareness-raising and co-operation between different actors in the information security field, notably developing public and private sector partnerships with industry.

2. ADDITIONAL INFORMATION

Further information about ENISA can be obtained on its website: www.enisa.europa.eu.

PART 2 TECHNICAL SPECIFICATIONS

A. SCOPE OF THIS TENDER

Within the framework of this Open tender procedure, ENISA would like to find a suitably qualified contractor to provide the services as stipulated in the Technical Specifications outlined below.

Subject of the tender	Maximum budget
Provision of Office Cleaning and Handyman services for: <ul style="list-style-type: none">- ENISA premises in Maroussi, Attiki Greece- ENISA premises in Heraklion Crete Greece	€ 240,000.00 over 4 years
The budget over 4 years indicated above has been set taking into account the provision of all 'routine services' for both offices with the office space as indicated below in 'section 2 – Description of the premises' as well as accommodating the handyman services for Maroussi office and any other extra services the Agency will require each year.	
PLEASE NOTE: This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union/EEA, or which have an incorporated subsidiary in one of the EU/EEA member states. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)	

Time limit for dispatch of tenders Please note that this deadline is for the dispatch of offers (proven by courier receipt or postal stamp) or for the hand delivery of offers at ENISA.	Thursday 20th April 2017 (close of business)
--	---

1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

ENISA would like to conclude a framework service contract for the provision of cleaning services and handyman services at its premises in Maroussi Attiki, Greece as well as in Vassilika Vouton, Heraklion Crete, Greece, with the detailed characteristics described below.

Please note that you **MUST** provide services for **BOTH** offices in Attiki and Crete otherwise your offer cannot be accepted. The use of a subcontractor, if required for the Heraklion Crete office, is therefore encouraged (see *Annex VIII*). You may also decide to form an ad hoc consortium or grouping in order to provide the services to both offices (see *Annex VII*).

2. DESCRIPTION OF THE PREMISES

2.1 ENISA premises in Maroussi Attiki, Greece

The ENISA office in Maroussi is comprised of two office buildings in the same complex with a surface of **2.296 square metres** of office space and **120 square metres** ancillary space (including archive, stock and technical space), for an overall total of **2.416 square metres**, situated in Vasilissis Sofias 1, 151 24 Maroussi, Greece.

The first building (2.036 sqm) is composed of 4 levels (ground floor, mezzanine, 1st floor and 2nd floor) which are all accessible by elevator and the second building is composed of a ground floor and basement (respectively 300 sqm and 80 sqm).

These facilities are permanently staffed (approx. 60 staff members) during working hours from 08:00 to 20:00 on weekdays.

Please note:

The second Maroussi office building of 380 sqm is currently planned for renovation and might therefore be only partially occupied or not occupied at all at the start of the contract period. This renovation process is scheduled to be completed in stages during the course of 2017.

Until these renovations are completed, the services provided will be based on the actual area and facilities in use, calculated proportionally as a percentage of the total surface in square meters. For this reason, the 'Financial Offer form' (Annex IV) **has two separate scenarios** for the Maroussi offices.

2.2 ENISA premises in Heraklion Crete, Greece

The ENISA office is a building with surface of **1.142 square metres** of office space **and 300 square metres ancillary space** (including archive, stock and technical space), for an overall total of **1.442 square metres**, situated at the Science and Technology Park of Crete (ITE), Vassilika Vouton, 700 13 Heraklion, Greece. The building is composed of 3 levels (basement, ground floor and 1st floor) which are all accessible by elevator. This facility is permanently staffed (approx. 15 staff members) during working hours from 08:00 to 20:00 on weekdays.

Please note:

In the case of a reduction of the Heraklion premises' office space, the cleaning hours will be reduced accordingly and a new monthly cost will be negotiated and agreed to between both contracting parties, which shall be fully or partly based on a proportional calculation as a percentage of the total surface in square meters.

3. PLAN and ORGANISATION

The cleaning services foreseen will be carried out according to the work schedule described below and to specific requirements as described in Section 5 below and Annex IX of this tender specification.

4. WORKING HOURS

The normal working hours for 'cleaning personnel' will be from 06:00 to 16:00 Monday to Friday. The normal working hours for the 'handyman' will be from 08:00 to 14:30 Monday to Friday.

4(a). ENISA premises in Maroussi Attiki, Greece

Cleaning Posts:

It is expected that 2 cleaning posts of 8 working hours per day for each post – **based on a total surface of 2.296 square metres for routine daily cleaning** (and 300 square metres ancillary space for weekly/monthly cleaning), will be supplied to provide the services outlined below. See below for the proposed working schedule.

Handyman Post:

One handyman post of 6 working hours per day is required. See below for the proposed working schedule

Cleaning Posts	Time Schedule	Hours per DAY
Post 1	from Monday to Friday 06.00h – 12.00h 13.00h – 15.00h	8 working hours
Post 2	from Monday to Friday 07.00h – 13.00h 14.00h – 16.00h	8 working hours
Handyman Post	Time Schedule	Hours per DAY
Post 1	from Monday to Friday 08.00h – 12.30h 13.00h – 14.30h	6 working hours

Please note that while you must base your costing and financial offer on the post configuration as shown above, there may be the possibility of negotiating different configurations and shift start/end times with the selected contractor before the actual signing of contracts.

4(b). ENISA premises in Heraklion Crete, Greece

It is expected that 1 cleaning post of 6 working hours per day - **based on the total surface area of 1.142 square metres for routine daily cleaning** (and 120 square metres ancillary space for weekly/monthly cleaning) will be supplied to provide the services outlined below - See below for the proposed working schedule.

Cleaning Posts	Time Schedule	Hours per DAY
Post 1	from Monday to Friday 06.00h – 12.00h	6 working hours

Please note that while you must base your costing and financial offer on the post configuration as shown above, there may be the possibility of negotiating different configurations and shift start/end times with the selected contractor before the actual signing of contracts.

In case of need, extra services may be requested during normal working days; weekends (Saturday and Sunday) or during non-working days, following an agreed timetable and ordered separately in accordance with the per-hour price quoted.

5. DETAILED DESCRIPTION OF REQUIREMENTS

5.1 The contractor will be given the responsibility to immediately communicate to the ENISA responsible person any anomalies noticed with electrical installations, other facilities and in general the state of the premises.

5.2 Refuse and dust coming from sweeping, from the office waste (paper products, batteries, and possibly other recyclable materials), from the paper shredder units, from the kitchen as well as toilet waste will be disposed of in separate bins for waste, paper and other recyclable material, located in specific places around the building.

5.3 It is expressly forbidden for the personnel of the Contractor to remove from the building premises any objects, even if deemed to be non-operational, or seemingly no longer of any use, which belong to the Agency or are fixed installations in the building, to divert, take note of or to communicate any document being in the Agency buildings. It is also forbidden for the cleaning personnel to move any document.

5.4 The cleaning personnel will be responsible for collecting and washing dirty crockery and cutlery such as cups, plates, spoons etc. and to place them in their correct storage places, normally in the kitchen. A dish washer may be available for this purpose.

5.5 Whenever there is water or other liquid spillage in the building, every effort should be made to immediately rectify the situation. If the spillage is on any walkway in the building e.g. the stairwells or in the corridors of the building, appropriate signs should be displayed warning all passers-by to take heed of the possible danger ahead. In the event that any other substance or liquid is spilled or smeared on any surface within the Agency e.g. furniture, walls, etc. it should also be removed using the appropriate cleaning means so that no further damage is caused.

5.6 It is formally forbidden to smoke in the Agency premises.

5.7 The cleaning machines and tools used by the contractor must satisfy the European standard norms and comply with the health and safety regulations of the European Union.

5.8 The materials used by the Contractor to undertake their cleaning duties shall not cause any damage to the building, furniture or other objects. The contractor will be liable for any damage caused to the building, the office furniture or the office equipment due to cleaning actions as a result of negligence for whatever reason. Any damage caused during the cleaning of the building shall be reported to the ENISA responsible person without delay.

5.9 The contractor must provide the personnel assigned cleaning duties and/or handyman services with the necessary material to properly carry out the work; the use of the Agency fixtures and fittings (tables, chairs etc.) for the execution of the work is strictly forbidden.

5.10 Products used for cleaning:

All cleaning materials, i.e. detergents, hand soap, chemical agents, toilet paper, paper towels, sanitary bags etc., will be provided by the Contractor. All products used must firstly be approved by the Agency in regards to quality and eco-friendliness.

Supply of all consumables in adequate quantities must be included in the overall pricing quoted.

All products used must comply with the following:

- have a reduced impact on the aquatic environment,
- do not contain harmful substances,
- have a limited effect on the growth of algae in water,
- are largely biodegradable,
- use less packaging,
- include information on correct environmental use,
- are guaranteed to perform at least as effectively as conventional products

5.11 Kitchen and toilet supplies:

All kitchen and toilet supplies necessary (liquid soap, toilet paper; disposable paper towels, dishwashing products, etc.) will be provided by the Contractor. All the products used shall be approved by the Agency in terms of quality and eco-friendliness.

5.12 Cleaning equipment:

The contractor shall provide all appropriate cleaning equipment required in order to properly carry out the cleaning duties assigned: (vacuum cleaners, special cleaning machines for ceramic tiles, marble floors and walls, carpet, as well as buckets, mops...etc.)

5.13 Supply of utilities:

The Agency will provide water and electrical power for the use of the contractor. The Contractor must ensure that no water or electricity is unnecessarily wasted. The contractor must be switch off lights immediately after use, water taps shall be turned off etc.

ENISA requires that cleaning services are carried out in an environmentally friendly manner and using environmentally friendly cleaning products in accordance with applicable eco-labels. The buildings of the Agency are equipped with adequate heating and air conditioning, which is applied according to the instructions of the Facilities Management (FM) Team. The Contractor is not allowed to change the thermostats in the building without prior consultation with the FM Team. The Contractor must foresee sufficient supply of extension cables and water hoses, as required, to cover the distance between electrical sockets or water taps and the surfaces to be cleaned. The electrical current is 220V in the Agency premises.

5.14 Quality Control:

The control of the premises will be carried out in accordance with the 'Quality Control provisions' as detailed in Annex X. In the event that deficiencies in the execution of work are duly notified by the Agency representative to the Contractor, the Contractor must rectify the situation within 24 hours following notification and without any additional payment. If by the end of this period, the deficiency still exists then the Company may be obliged to pay the Agency a penalty being equivalent to the daily cost in Euro of a specialized worker, as indicated by the Contractor in its price quotation (see Annex IV). The Agency will inform the Contractor of its intention to invoke the penalty in writing, while producing the evidence of notified deficiencies. The amount of the penalty will be deducted from the outstanding payments to the Contractor.

5.15 Working staff:

The Contractor is obliged to provide qualified personnel and sufficient technical resources to ensure continuous and complete execution of the work as defined in Article 4 below. A team leader must be appointed as the responsible person for the proper execution of the daily services on the site. The team leader must have a good command of English language. The team leader must be present on a regular basis at the ENISA premises and must ensure that the quality of the work executed is satisfactory.

The Contractor guarantees that the personnel employed for the execution of the work is of good character and transmits to ENISA Facilities Management Team a list of personnel that will be employed on the site as well as a certificate of good character and an authorization of work issued by the national authorities of the country where the work is to be executed, for each of the cleaning personnel. It is recommended that the working staff has a basic knowledge of English language. The Contractor will immediately inform the Agency of any modification to the list of personnel.

The Contractor will provide the Agency all the relevant documents **guaranteeing** that its cleaning personnel are employed according to the **local legislation governing Social Security, National Health Insurance, and Unemployment Insurance etc.** All certificates provided must be originals or certified copies of originals.

***Please note that a condition of renewal of contract is that the abovementioned documents **must be re-submitted again each year**, at the latest two months before the yearly contract renewal date. Failure to provide the required documents may result in non-renewal of the contract.*

The Contractor must promptly act for the replacement of personnel absent from duty for any reason and to ensure a sufficient number of substitutes. The Agency reserves the right to demand the withdrawal and/or the immediate replacement of individuals assigned to the execution of the contract without having to justify its decision or compensating the individual(s) or the Contractor.

5.16 Uniforms:

The contractor ensures the impeccable and clean presentation of its employees at all times by the wearing of uniforms. The uniform should be approved by the Agency. The Agency will provide an "ENISA" identification badge to be attached to the uniforms of each cleaning personnel.

5.17 Subcontracting operations:

The Contractor may not sub-contract all or part of the work without prior written agreement of the Agency. The Company will remain responsible for the work of its subcontractors, both from the point of view of quality and from the administrative point of view including legal liabilities.

5.18 Case of Force Majeure:

In the event of Force Majeure preventing the Contractor from carrying out its services, he must immediately and without delay inform the Agency. The Contractor will have to seek, together with the Agency, a solution in order to apply all satisfactory measures to remedy the situation. If no solution is found, either of the parties may ask for cancellation of the contract, without any entitlement to compensation.

To be considered, the notification of case of Force Majeure must be sent by registered mail to the Agency within 24 hours of the time the event occurred. Alternatively, the written notification may be brought to the ENISA offices in Maroussi or Heraklion and handed to an authorised ENISA staff member who shall provide the contractor with a receipt of delivery. The notification can be concurrently sent by e-mail in order to notify the Agency at the earliest possible time.

5.19 Liability and insurance:

- i) For the entire duration of the contract and of its possible extensions, the Company is responsible for the damage that can be caused to persons, to the assets and to the facilities because of its activities or of those of its possible subcontractors.
- ii) In order to cover its civil liability, the Contractor will subscribe, at its own expense, for the entire duration of his work, to standard "Civil Liability" insurance with extension of the guarantees to the entrusted assets and contents of the Agency buildings, including damage caused by water, fire or smoke.
- iii) Within the 15 days following the official notification of the award of the contract, the **Contractor will provide the Agency a copy of the insurance policy and the proof of payment of the related premium**; in the event that this is not provided, the Agency reserves the right to cancel the contract without giving rise, in any way, to compensation.

5.20 Confidentiality – property – security:

The Contractor and its staff commit themselves to not reveal information (administrative, budgetary, technical, organisational, operational, etc.) obtained during the execution of the contract, all information and all documents being considered as confidential.

5.21 Publicity:

Any reference (commercial publicity, documents of the Contractor, professional references) to this contract is prohibited, unless written and prior authorisation on the part of the Agency has been obtained for each particular use. Any advertising in the form of posters or otherwise inside the Agency premises is prohibited, except with the express prior agreement of the representative of the Agency.

6. SCHEDULE and FREQUENCY OF TASKS:

6.1 ENISA premises in Maroussi, Greece

6.1.1 Cleaning services

The contractor commits himself, by means of their personnel employed, to ensure:

Daily:

- Cleaning (wet mopping) of stairs, corridors, halls, offices, meeting rooms, kitchen and toilets on all floors of the building;
- Main entrance door and reception/security entrance;
- Vacuum cleaning of carpet surfaces and/or sweeping;
- All surfaces inside the elevator;
- Dusting/wiping of all furniture such as desks, chairs and tables, cupboards, mobile pedestal drawers, as it might be appropriate or requested;
- Empty paper shredders on each floor;
- Kitchen benches and sinks to be cleared of crockery and cutlery regularly throughout the day. All kitchen appliances such as microwave ovens, coffee makers etc. to be kept clean.
- Removal of garbage from the building and its disposal in selective garbage containers, in accordance with local health legislation (recyclable and non-recyclable garbage are separately disposed of in the appropriate bins outside the ENISA building)
- Empty the wastebaskets/bins in all offices, rooms, corridors, toilets and kitchens.
- Preparation and arranging of the meeting rooms;

Weekly:

- Intensive cleaning of all tiled surfaces in kitchens, toilets and showers and any marble surfaces;
- General cleaning of doors, wooden, metal and glass partition walls, furniture fabric;
- Remove cob webs from ceilings and walls
- Extensive cleaning of:
 - Technical and IT rooms;

- Outside surfaces of the elevators;
- Stair railings and banisters;
- Conference rooms.

Monthly:

- Decalcification of electrical kitchen appliances (coffee machines, kettles etc...).
- Dusting of light fixtures, coat hangers, picture frames, posters;
- Open areas in front of the office building;
- Stock rooms, archive rooms;
- Light switches, electrical sockets, doorbells;
- Washing of wastebasket/bins;
- Antistatic cleaning of IT and electric office equipment such as telephones, printers, copiers, screens, keyboards, calculators using dedicated equipment by trained personnel;
- General cleaning of electrical building equipment such as heating, air-conditioning, lamps;
- Dusting of plants

Two-Monthly:

- Complete internal and external cleaning of windows, frames, windowsills and internal glass panels.

On demand:

- Additional cleaning of meeting rooms, reception area;
- Additional handyman services - building maintenance and light repairs, moving of furniture etc.;
- Snow and ice clearing around the building.

6.1.2 Handy-man services

Tasks relevant to the provision of these type of services range from minor tasks to more complex ones, and include tasks as such painting, drywall repair, remodelling, minor plumbing work, minor electrical work, light carpentry, wall and floor trimmings, furniture assembly etc. Further details of what services can reasonably be expected to be performed by the Handyman can be found here:

<https://en.wikipedia.org/wiki/Handyman>

The contractor commits himself, by means of their personnel employed, to ensure:

Daily:

- Conduct regular checks of the buildings to identify shortcomings (light bulbs not working, light switches, etc.) and replace/repair or notify the ENISA responsible;
- Repair of sanitary plumbing installations such as toilet flushing systems, taps etc.
- Repair of minor mechanical issues with doors, furniture installations etc.

- Repairing and painting internal walls when necessary;
- Regularly checking and changing water fountain bottles on every floor;
- Internal distribution of mail, parcels, heavy boxes of items within the offices and storage rooms – using available mechanical aids as necessary;
- Internal moving of office desks, chairs, cupboards and other furniture.
- Regularly checking the stock of stationery supplies and consumables used for maintenance and repairs - notifying ENISA responsible.
- Assist IT with assemblage of equipment, installing multi switches in offices and meeting rooms; assisting with underfloor electrical cabling for office equipment etc.
- Check printers and photocopiers on every floor and provide/maintain paper and ink cartridges;
- Liaise with the technicians provided by the landlord for more complicated works.
- Ad hoc maintenance works and repairs

6.2 ENISA premises in Heraklion Crete, Greece

The contractor commits himself, by means of their personnel employed, to ensure:

Daily:

- Cleaning (wet mopping) of stairs, corridors, halls, offices, meeting rooms, kitchen and toilets on all floors of the building;
- Main entrance door and reception/security entrance;
- Vacuum cleaning of carpet surfaces and/or sweeping;
- All surfaces inside the elevator;
- Dusting/wiping of all furniture such as desks, chairs and tables, cupboards, mobile pedestal drawers, as it might be appropriate or requested;
- Empty paper shredders on each floor;
- Kitchen bench and sink to be cleared of crockery and cutlery regularly throughout the day. All kitchen appliances such as microwave ovens, coffee makers etc. to be kept clean.
- Removal of garbage from the building and disposal of it in selective garbage containers, in accordance with local health legislation (recyclable and non-recyclable garbage are separately disposed of in the appropriate bins at the side of the ENISA building)
- Empty the wastebaskets/bins in all offices, rooms, corridors, toilets and kitchens.
- Preparation and arranging of the meeting rooms;

Weekly:

- Intensive cleaning of all tiled surfaces in kitchens, toilets and showers and any marble surfaces;
- General cleaning of doors, wooden, metal and glass partition walls, furniture fabric;
- Remove cob webs from ceilings and walls
- Extensive cleaning of:

- Technical and IT rooms;
 - Outside surfaces of the elevators;
 - Stair railings and banisters;
 - Conference room.
- Watering of plants according to the instructions of the Facilities Management Team

Monthly:

- Cleaning of kitchen terrace;
- Decalcification of electrical kitchen appliances (coffee machines, kettles etc...).
- Dusting of light fixtures, coat hangers, picture frames, posters;
- Open areas in front and back of the office building;
- Stock rooms, archive rooms;
- Light switches, electrical sockets, doorbells;
- Washing of wastebasket/bins;
- Antistatic cleaning of IT and electric office equipment such as telephones, printers, copiers, screens, keyboards, calculators using dedicated equipment by trained personnel;
- General cleaning of electric building equipment such as heating, air-conditioning, lamps;
- Dusting of plants

Two-Monthly:

- Complete internal and external cleaning of windows, frames, window sills and internal glass panels;

On demand:

- Additional cleaning of meeting rooms, reception area;
- Handyman services - building maintenance and light repairs, moving of furniture etc.;
- Snow and ice clearing around the building.

7. SITE VISITS:

A Site visit to the Agency premises in **Maroussi** is **COMPULSORY**.

Please note that a site visit to the Agency premises in **Heraklion** is **optional**. This decision is taken so that the travel costs of providing an offer by non-Cretan tenderers is kept to a minimum.

Separate dates have been provided below in order to allow tenderers to be able to attend in each case.

7.1 - ENISA premises in Maroussi Attiki, Greece

The COMPULSORY site visit will be conducted ONLY on the following day between 12:45 and 14:00:

Tuesday 21st March 2017

7.2 - ENISA premises in Heraklion Crete, Greece

The OPTIONAL site visit will be conducted ONLY on the following day between 12:45 and 14:00:

Wednesday 22nd March 2017

You must contact ENISA in order to declare your interest to attend the Site Visits by following these instructions:

- Send an email to procurement@enisa.europa.eu stating clearly your company's name, your name and position with the company – at the latest 24 hours before the date and time of the scheduled visit. A confirmation will be delivered by return email.
- Up to two (2) pre-declared representatives of each candidate may attend the site visit. Proof of identity will be required upon arrival at the ENISA premises.

A '**Certificate of Visit**' (see Annex XI) will be given to each candidate in order to prove their attendance. This signed certificate **MUST** then be attached to the offer by the tenderer.

8. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. The total estimated budget is **240,000.00 Euros (two hundred and forty thousand Euros)** covering all tasks executed and including all costs over the maximum period available of 4 years.

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

9. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Technical Specification.

Please make sure that all documentation requested in 'Annex XII: Document Checklist', are provided. Failure to provide all documentation may lead to your offer being declared as non-compliant and therefore not eligible for further evaluation.

10. CONTENT AND PRESENTATION OF THE PRICE OFFER

The Price offer must be drawn up using the Financial Offer template provided (see Annex IV).

11. PRICE

Prices submitted in response to this Tender must be inclusive of all costs involved in the performance of the contract. Prices shall be submitted only **in Euro and VAT excluded**.

12. PRICE REVISION

Prices provided in the Financial Offer (Annex IV) must be fixed and not revisable for the first year of the contract. From the second year of the contract prices may be revised as specified in the draft framework contract.

13. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

ENISA will not reimburse any costs incurred in the preparation and submission of a Tender. Any such costs must be paid by the Tenderer.

14. PERIOD OF VALIDITY OF THE TENDER

Tenderers must enclose a confirmation that the prices given are valid for (90) ninety days from the date of submission of the tender.

15. PROTOCOL ON PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Tenderers must therefore give prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

16. PAYMENT ARRANGEMENTS

For Specific Contracts:

Invoices can be submitted by the contractor on a monthly basis, in arrears, for the routine services as covered under the contract. Each invoice must be accompanied by the monthly 'presence sheet' of the cleaning staff, as well as the properly completed 'Monthly Task List' both signed and dated by the representative of the contracting company.

Payments under the Contract shall be carried out within 30 days after an invoice is submitted to ENISA. Payments will be made after receipt and approval of the provided services by ENISA. Each invoice must specify the specific services covered.

For Purchase Orders:

Extra services ordered on an ad hoc basis via purchase orders, may either be invoiced separately, or can be included as an extra item on the monthly invoice for the routine services as per the Specific Contract. In this case the extra services must be clearly marked separately on the invoice.

17. CONTRACTUAL DETAILS

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. This Framework Contract lays down the legal, financial, technical and administrative provisions governing the relations between ENISA, and the Contractor during the period of its validity. It shall include the present Call for Tenders document and the technical and financial proposal of the successful tenderer. All services will be ordered via the issuing of yearly Specific Contracts for the routine cleaning services as well as Purchase Orders for any extra ad hoc services required.

The initial duration of the Framework Contract will be for one (1) year as from the date of signature. The initial duration can be extended by tacit agreement for three (3) further periods of one (1) year each for a total possible duration of four (4) years.

Please note that the general conditions of our standard framework service contract cannot be modified. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. It is strongly recommended that you have this draft contract checked and passed by your legal section before committing to submitting an offer.

PART 3 TENDER SPECIFICATIONS

1. FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **20th April 2017** either by:

- a) **Express courier or Registered post**. The postal service's dated stamp or the courier company's printed delivery slip and stamp will constitute proof of compliance with the deadline given above:

or

- b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by **17.00 hours EEST (Greek Time) on 20th April 2017** at the latest to the address shown below (please, be informed that only delivery during working hours 09:00-17:00 hrs. is accepted). In the case of hand-delivery, in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

Please note that in this case it is the date and time actually received at the ENISA premises that will count.

Please Note: Due to frequent delays encountered with the postal services in Europe, we would ***strongly suggest that you use a courier service***. It is important to avoid delays to the programmed Opening and Evaluation dates as this will in turn delay the contract award, thereby affecting project completion dates.

The offer must be sent to one of the following addresses:

Postal Address		Express Courier & Hand Delivery
European Union Agency for Network and Information Security (ENISA) For the attention of: The Procurement Officer Vasilissis Sofias 1, 15124 Maroussi Greece	or	European Union Agency for Network and Information Security (ENISA) For the attention of: The Procurement Officer Vasilissis Sofias 1, 15124 Maroussi Greece

Please note that late despatch will lead to exclusion from the award procedure for this Contract.

1.2 Presentation of the Offer and Packaging

The offer (consisting of one original and two copies) should be enclosed in two envelopes, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the Tenderer's signature must appear.

The **outer envelope**, in addition to the above-mentioned ENISA address, should be addressed as follows:

OPEN CALL FOR TENDER NO. ENISA F-SRAD-17-T20
“Provision of Office Cleaning and Handyman services”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 3rd May 2017
TENDERED BY: <YOUR COMPANY NAME>

The **inner envelope** should be addressed as follows:

OPEN CALL FOR TENDER NO. ENISA F-SRAD-17-T20
“Provision of Office Cleaning and Handyman services”
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 3rd May 2017
TENDERED BY: <YOUR COMPANY NAME>

1.3 Identification of the Tenderer

Tenderers are required to complete the **Legal Entity Form (Annex I)** which must be signed by a representative of the Tenderer authorised to sign contracts with third parties. There is one form for ‘individuals’, one for ‘private entities’ and one for ‘public entities’. A standard form is provided for each category - please choose whichever is applicable. In addition to the above, a **Financial Identification Form (Annex II)** must be filled in and signed by an authorised representative of the Tenderer and his/her bank (or a copy of the bank account statement instead of bank’s signature). An **Administrative Identification and Declaration form (Annex VI)** must also be completed for internal administrative purposes.

The **Legal Entity Form** must be supported by the following documents relating to each Tenderer in order to show its name, address and official registration number:

a) For private entities:

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the above paragraph have been amended, a legible copy of the most recent amendment to the instruments mentioned in the previous indent, including that involving any transfer of the registered office of the legal entity, or a copy of the notice

published in the relevant national or other official journal of such amendment, if the legislation which applies to the Tenderer requires such publication.

- If the instruments mentioned in the first paragraph have not been amended since incorporation and the Tenderer's registered office has not been transferred since then, a written confirmation, signed by an authorised representative of the Tenderer, that there has been no such amendment or transfer.
- A legible copy of the notice of appointment of the persons authorised to represent the Tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication.
- If the above documents do not show the registration number, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

b) For Individuals:

- A legible copy of their identity card or passport.
- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

c) For Public Entities:

- A copy of the resolution decree, law, or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity.

All tenderers must provide their Legal Entity Form (Annex I) as well as the evidence mentioned above.

In case of a joint bid, only the co-ordinator must return the Financial Identification form (Annex II).

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation or a company, the following administrative information and documents must be provided:

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in and signed by an authorised representative of each Tenderer and his banker.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead Contractor and agent responsible.

1.4 Participation of consortia

Consortia, may submit a tender on condition that it complies with the rules of competition. The 'Consortium Form' (Annex VII) must be completed and submitted with your offer.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such a grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (*Articles 2 and 3 below*). Concerning the selection criteria "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

In well justified cases and subject to approval by ENISA, a contractor may subcontract parts of the services. The 'Sub-contractors Form' (Annex VIII) must be completed and submitted with your offer.

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors.

The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ENISA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

1.6 Signatures of the Tender

Both the technical and the financial offer must be signed by the Tenderer's authorised representative or representatives (preferably in blue ink).

1.7 Fixed prices

Fixed prices expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision.

1.8 Language

Offers shall be submitted in one of the official languages of the European Union (preferably in English). Official documents can be provided in their original language.

1.9 Opening of the Tenders

The public opening of received tenders will take place on **3rd May 2017 at 10:30am** at ENISA Building, Vasilissis Sofias 1, 151-24 Maroussi Greece.

A maximum of one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, **at least 48 hours** prior to the opening session.

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Reasons for Exclusion

In line with Articles No.106, 107, 109(1) of the European Parliament and of the Council Regulation No 966/2012 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; candidates or tenderers shall be excluded from participation in a 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
- b) Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- d) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- e) 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;
- f) They have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- g) Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in point 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

2.2 Other reasons for not awarding the Contract

Contracts may not be awarded to Candidates or Tenderers who, during the procurement procedure:

- 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 contract procedure or fail to supply this information;
- c. Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ENISA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

See last paragraph point 2.1.

2.3 Confidentiality and Public Access to Documents

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

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

3. SELECTION CRITERIA

The following criteria will be used to select the Tenderers. If the Tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required.

3.1 Professional Information

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment, for the provision of cleaning and ancillary services as detailed in this tender procedure.

3.2 Financial and Economic Capacity

Proof of financial and economic standing shall be furnished by the following documents and minimum requirements:

- a) Copy of the financial statements (balance sheets and profit and loss accounts) for the last two (2) financial years for which accounts have been closed, where publication of the accounts is required under the company law of the country in which the economic operator is established. In case of a consortium, each consortium member shall present their financial statements.

If the tenderer is not obliged to publish its accounts under the law of the state in which it is established, a copy of audited accounts for the last two (2) financial years should be presented. In case of a consortium, audited accounts for each consortium partner shall be presented.

- b) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The **minimum annual average turnover** of the tenderer shall be of **40,000.00 EUR**. In case of a consortium/grouping, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of 40,000.00 EUR
- c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the contract.

If for some exceptional reason which the Contracting Authority considers justified, the tenderer is unable to provide the documentary evidence requested above, he may prove his economic and financial capacity by any other means which the Contracting Authority considers appropriate, but only following a request for clarification before the tender expiry date.

3.3 Technical Background

The proof to be provided of the Tenderer's relevant background shall cover the following aspects:

- Report presenting the company and describing its activities
- Extensive experience of the Tenderer and other applicants, including subcontractors, if any, in the provision of cleaning services.
- Experience and credibility of the proposed management team: concise but informative curricula vitae (CVs) of all principals of the tendering company (experience, awards, special certificates... etc.);
- Detailed description of equipment, materials and products to be provided (e.g. toilet supplies: paper products, hand soap, toilet fresheners (name of manufacturer, characteristics...etc.) FULLY taking environmentally friendly products and practices into account;
- A 'Reference List' which contains details of previous experience in providing services of the same type and scale to public and private-sector institutions. (details of similar contracts in the past and currently on-going);
- Other certificates of quality performance.

4. AWARD CRITERIA

4.1 Quality of the Offer

Once the Tenderer has demonstrated the appropriate capacity to perform the Contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria.

No	Qualitative award criteria		Weighting (max. points)
1.	Quality and extent of past experience	in providing services of the same type and scale to public and private-sector institutions as those described in this invitation to tender.	30
2.	Quality of the tenderer's resources	manpower and technical	30
3.	Quality of the proposal	Overall presentation of how the proposed services will be provided.	30
4.	Environmentally sound	Eco friendliness of products used, work practices employed etc. <i>(min 5/max 10)</i>	10
Total Qualitative Points (QP)			100

Minimum attainment per criterion

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

4.2 Price of the Offer

Tenderers must provide prices (in Euro) in each price box as shown in Annex IV – Financial Offer form – failure to provide a price in each box may lead to exclusion of your offer. Prices quoted should be exclusive of all charges, taxes, dues including value added tax in accordance with Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted.

ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, is exempt from all VAT.

Offers exceeding the maximum price set in Part 2; Article 8 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

$$PP = (PC / PB) \times 100$$

Where;

PP = Weighted price points
PC = Cheapest bid price received
PB = Bid price being evaluated

$$PB = [(PM_{M1} + PM_{M2} + PM_{HS} + PM_{HE}) + 21(PET^{01} + PET^{02} + PET^{03} + PET^{04} + PET^{05} + PET^{06})]$$

5. AWARD OF THE CONTRACT

The contract for each Lot will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the **quality criteria (70%) and the price (30%)**. The following formula will be used:

$$TWP = (QP \times 0.7) + (PP \times 0.3)$$

Where;

QP = Qualitative points
PP = Weighted price points
TWP = Total weighted points score

In case the successful tenderer is unable to sign the contract for any reasons, the Contracting Authority reserves the right to award the contract to other tenderers as per the ranking order established following the evaluation procedure.

6. PAYMENT AND STANDARD CONTRACT

Payments under the Framework Service Contract shall be made in accordance with article I.5 of the Special Conditions and article II.4.3 of the General Conditions (see Annex V)

In drawing up their bid, the Tenderer should take into account the provisions of the standard contract which include the "General terms and conditions applicable to contracts"

7. VALIDITY

Period of validity of the Tender: 90 days from the closing date given above. The successful Tenderer must maintain its Offer for a further 220 days from the notification of the award.

8. LOTS

This Tender is not divided into Lots.

9. ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by Tenderers will become property of ENISA and will be regarded as confidential.

10. NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on ENISA to award the contract. Should the invitation to tender cover several items or lots, ENISA reserves the right to award a contract for only some of them. ENISA shall not be liable for any compensation with respect to Tenderers whose Tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

11. DRAFT CONTRACT

A Framework Service Contract will be proposed to the selected candidate. A draft copy of which is included as Annex V to this tender.

12. SPECIFIC INFORMATION

12.1 Timetable

The timetable for this tender and the resulting contract is as follows:

Title: **“Provision of Office Cleaning and Handyman services”**

ENISA F-SRAD-17-T20

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	9 th March 2017	
Deadline for request of information from ENISA	11 th April 2017	
Last date on which clarifications are issued by ENISA	12 th April 2017	
Deadline for submission of offers	20th April 2017	In case of hand-delivery: 17:00 EEST (Greek time). For receipt of tenders in ENISA's premises.
Opening of offers	3rd May 2017	At 10:30 Greek time
Date for evaluation of offers	TBA	At 10:30 Greek time
Notification of award to the selected candidate and 10 day standstill period commences	Mid May 2017	Estimated
Contract signature	Late May 2017	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated