

OPEN CALL FOR TENDERS

Tender Specifications

"PROVISION OF OFFICE CLEANING SERVICES" ENISA F/TCI/13/T10

LOT 1: ENISA PREMISES - HERAKLION

LOT 2: ENISA PREMISES - MAROUSI

Part 1 - Introduction to ENISA

Part 2 - Technical Description

Part 3 - Administrative Details

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 (a) Financial Offer form – LOT 1 - Heraklion

Annex IV (b) Financial Offer form - LOT 2 - Marousi

Annex V Draft Framework Service contract

Annex VI Declaration by Authorised Representative

Annex VII Consortium Form

Annex VIII Subcontractors form

Annex IX (a) Description of building - LOT 1 - Heraklion

Annex IX (b) Description of building - LOT 2 - Marousi

Annex X Quality Control procedures

Annex XI Certificate of Visit

Annex XII Document Checklist

1

CONTENTS

PART	1 INTRODUCTION TO ENISA	4
1. C	ONTEXT	4
1.1	1 Introduction	4
1.2	2 Scope	4
	3 Objectives	
2. A	DDITIONAL INFORMATION	4
		_
PART 2		
Α.	SCOPE OF THIS TENDER	
1.	SUBJECT OF THE TENDER	
2.	DESCRIPTION OF THE PREMISES	
	1 LOT 1: HERAKLION CRETE	
	2 LOT 2: MAROUSI ATTIKI	
3.	PLAN and ORGANISATION	
4. 5.	WORKING HOURS	ს 1
_		
5.		
5.2		
6. 7	SITE VISITS:1 TENDER RESULT AND ESTIMATED CONTRACT VALUE	5
7.		
8.	CONTENT AND PRESENTATION OF THE TECHNICAL OFFER	
9.	CONTENT AND PRESENTATION OF THE PRICE OFFER1	
10.	PRICE1	
11.	PRICE REVISION	
12.	COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER	
13.	PERIOD OF VALIDITY OF THE TENDER	
14.	PROTOCOL ON PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES1	
15. 16.	PAYMENT ARRANGEMENTS1 CONTRACTUAL DETAILS	
10.	CONTRACTUAL DETAILS	′
DADT 1	3 ADMINISTRATIVE DETAILS	40
	ORMAL REQUIREMENTS	
	1 Address and deadline for submission of the Tender:	_
	2 Presentation of the Offer and Packaging1	_
	3 Identification of the Tenderer	
	4 Participation of consortia2	
	5 Subcontracting	
	4 Signatures of the Tender	
	5 Total fixed price	
	6 Language	
	7 Opening of the Tenders2	
2 G	ROUNDS FOR EXCLUSION OF TENDERERS	2
	1 Reasons for Exclusion	
	2 Other reasons for not awarding the Contract2	
	3 Confidentiality and Public Access to Documents2	
	ELECTION CRITERIA	
	1 Professional Information	
	2 Financial and Economic Capacity	
	3 Technical Background	
	WARD CRITERIA	
	1 Quality of the Offer2	
	2 Price of the Offer	
5 AV	WARD OF THE CONTRACT2	6
6 D	AYMENT AND STANDARD CONTRACT	7
	ATMENT AND STANDARD CONTRACT	

8. LOTS	27
9. ADDITIONAL PROVISIONS	27
10. NO OBLIGATION TO AWARD THE CONTRACT	
11. DRAFT CONTRACT	
12. SPECIFIC INFORMATION	
12.1 Timetable	28
ANNEX I	29
ANNEX II	30
ANNEX III	31
ANNEX IV (a)	33
ANNEX IV (b)	34
ANNEX V	
ANNEX VI	36
ANNEX VII	37
ANNEX VIII	
ANNEX IX (a)	39
ANNEX IX (b)	41
ANNEX X	43
ANNEX XI	44
ANNEX XII Document CHECKLIST	45

PART 1 INTRODUCTION TO ENISA

1. CONTEXT

1.1 Introduction

ENISA, the European Network and Information Security Agency, is an Agency of the European Union (EU). It 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, 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 DESCRIPTION

A. SCOPE OF THIS TENDER

Within the framework of this Open tender procedure, ENISA would like to find suitably qualified contractors to provide the services as stipulated in the technical specifications outlined below. The tender has been split into 2 standalone projects defined as LOTS.

A tenderer may bid for **one or both LOTs**. The parameters are outlined below:

LOT No	Subject of the tender	budget per year	Maximum budget over 4 years
LOT 1	ENISA premises in Heraklion Crete, Greece	€ 30,000.00	€ 120,000.00
LOT 2	ENISA premises in Marousi Attiki, Greece	€ 30,000.00	€ 120,000.00

If bidding for more than one LOT, the tenderer is required to provide <u>completely separate</u> <u>TECHNICAL bids</u> for each <u>LOT</u>. The tenderer may however provide one common set of <u>ADMINISTRATIVE</u> documentation (as outlined in PART 3 - Section 3: SELECTION CRITERIA and Annexes).

1. SUBJECT OF THE TENDER

The objective of this tender is to conclude a framework service contract or contracts for the provision of cleaning services at the ENISA premises in Vassilika Vouton, Heraklion Crete, Greece, as well as for the ENISA premises in Marousi Attiki, Greece, with the characteristics described hereafter.

2. DESCRIPTION OF THE PREMISES

2.1 LOT 1: HERAKLION CRETE

The ENISA Headquarters office is a building with a total surface area of **2.042 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 during working hours of 08:00 to 20:00 weekdays.

2.2 LOT 2: MAROUSI ATTIKI

The ENISA branch office is an office building with a total surface of **2.036 square meters**, situated in Vasilissis Sofias 1, 151 24 Marousi, Greece. The building is composed of 4 levels (ground floor, mezzanine, 1st floor and 2nd floor) which are all accessible by elevator. This facility is permanently staffed during working hours of 08:00 to 20:00 weekdays.

Please note:

The Marousi office building is currently being renovated and is therefore only partly occupied. This renovation process is scheduled to be completed in stages sometime in 2014. Until then, the subject of the cleaning contract for Lot 2 will be the <u>actual area and facilities in usage</u>, calculated proportionally as a percentage of the total surface in square meters. As a guide, part of the ground floor and the entire 2nd floor are presently being occupied for a total of approximately 900 m2.

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 Annex IX (a) for LOT 1 and Annex IX (b) for LOT 2 of the present specification.

4. WORKING HOURS

The normal working hours for cleaning personnel will be from 06:00 to 16:00 Monday to Friday

LOT 1: HERAKLION

It is expected that 2 cleaning posts - based on the total surface area of 2.042 square metres, 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 – 10.00h	4 hours
Post 2	from Monday to Friday 12.00h – 16.00h	4 hours

Please note that while you <u>must</u> 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.

LOT 2: MAROUSI

It is expected that 2 cleaning posts – based on a total surface of 2.036 square meters, 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 – 10.00h	4 hours
Post 2	from Monday to Friday 12.00h – 16.00h	4 hours

Please note that while you <u>must</u> 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.

Specifically for the Financial Offer form Annex IV (b) for LOT 2 – Marousi, there is in addition, an extra column in which you are asked to provide your pricing for the current actual usage of the Marousi building at 900 m2 spread across part of the ground floor and the entire 2nd floor.

The following Articles 4.1 to 4.21 apply to BOTH LOTS:

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.

- **4.1** 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.
- **4.2** 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.
- **4.3** 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.
- **4.4** 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.
- 4.5 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.
- **4.6** It is formally forbidden to smoke in the Agency premises.
- **4.7** 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.

- 4.8 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.
- **4.9** The contractor must provide the personnel assigned cleaning duties 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.

4.10 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

4.11 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.

4.12 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.)

4.13 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 Unit (ITFMU). The Contractor is not allowed to change the thermostats in the building without prior consultation with the ITFMU. 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.

4.14 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.

4.15 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 Unit 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 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.

4.16 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.

4.17 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.

4.18 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 Heraklion or Marousi 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 email/fax in order to notify the Agency at the earliest possible time.

4.19 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.

4.20 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.

4.21 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.

5. SCHEDULE and FREQUENCY OF TASKS:

5.1 LOT 1: HERAKLION

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 rooms.

Watering of plants according to the instructions of the Facilities Management Unit

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 <u>dedicated equipment by trained</u> 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.

5.2 LOT 2: MAROUSI

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 <u>are</u> <u>separately disposed of</u> 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 <u>dedicated equipment by trained</u> 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, 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.

6. SITE VISITS:

Site visits to the Agency premises in Heraklion and Marousi **are COMPULSORY.** Separate dates have been provided below in order to allow tenderers which intend to bid for both Lots to be able to attend in each case.

6.1 - LOT 1 HERAKLION:

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

Thursday 30th May 2013

6.2 - LOT 2 MAROUSI:

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

Wednesday 29th May 2013

You must contact ENISA in order to declare your interest to attend during this period by following these instructions:

- Send an email to <u>procurement@enisa.europa.eu</u> stating clearly your company's name, your name and position with the company. 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 the candidate in order to prove their attendance. This certificate MUST then be attached to the offer by the tenderer.

7. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The result of the evaluation of tenders will be the awarding of separate Framework Service Contracts for LOT 1 and LOT 2. In the event that one legal entity is successfully chosen for more than one LOT, then there is the possibility to merge the contracts into one.

The estimated values¹ of the contracts per year are:

LOT 1 - Heraklion Crete

The total estimated budget per year is €30,000.00 Euros (thirty thousand Euros) including all costs. Over the maximum 4 year period possible under this contract, a maximum total budget of €120,000.00 (one hundred and twenty thousand Euros) is therefore achievable.

LOT 2 – Marousi Attiki

The total estimated budget per year is €30,000.00 Euros (thirty thousand Euros) including all costs. Over the maximum 4 year period possible under this contract, a maximum total budget of €120,000.00 (one hundred and twenty thousand Euros) is therefore achievable.

¹ Please note that depending on budget availability and the needs of the contracting authority, the maximum amounts stated above can be increased by up to 50%

The following specifications are common to BOTH LOTS:

8. 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 XI: 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.

9. CONTENT AND PRESENTATION OF THE PRICE OFFER

The Price offers for each Lot must be provided using the 'Financial Offer' form (see Annex IV).

10. 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.

11. PRICE REVISION

Prices provided in the Financial Offer(s) (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.

12. 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.

13. 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.

14. 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.

15. 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 ordered services by ENISA. Each invoice must specify the specific items covered as per the relevant purchase order.

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 on the invoice and a reference to the purchase order number must also be included.

16. CONTRACTUAL DETAILS

The result of the evaluation of tenders will be the awarding of a Framework Service Contract(s). 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 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 <u>cannot be</u> <u>modified</u>. 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 ADMINISTRATIVE DETAILS

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 **10**th **June 2013** either by:

a) <u>Registered post or express courier</u>. 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) <u>Hand-delivery</u> (direct or through any authorised representative of the Tenderer) by 17.00 hours on **10**th **June 2013** 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.

It is clarified that in the case of 'hand delivery', it is the date and time <u>actually received</u> at the ENISA premises that will be taken into account.

<u>Please Note</u>: 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 planned provision of services.

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

Postal Address		Express Courier & Hand Delivery
European Network and Information Security Agency (ENISA) For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA) For the attention of The Procurement Officer Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

<u>Please note that late despatch will lead to exclusion from the award procedure for this</u> 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 marked as follows:

OPEN CALL FOR TENDER NO. ENISA F/TCI/13/T10

"Provision of office cleaning services"

NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE

NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE **20th JUN 2013**TENDERED BY: <*Please insert name of the tenderer/company>*

The **inner envelope** should also be similarly marked:

OPEN CALL FOR TENDER NO. ENISA F/TCI/13/T10

"Provision of office cleaning services"

NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE **20th JUN 2013**TENDERED BY: <*Please insert name of the tenderer/company>*

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** 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). A specimen form is provided in **Annex II**. Finally a **Declaration by Authorised Representative (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.

1.4 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).

1.5 Total fixed price

A total fixed price expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision.

1.6 Language

Offers shall be submitted in one of the official languages of the European Union (preferably in English).

1.7 Opening of the Tenders

The public opening of received tenders will take place on **20**th **June 2013 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

A maximum 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

Pursuant to Article 29 of Council Directive 92/50/EC relating to Public Service Contracts and to Article 93 of the Financial Regulation, ENISA will exclude Tenderers from participation in the procurement procedure if:

They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or

Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- a. 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:
- b. 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 sub-article 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 said services the subject of the tender procedure..

3.2 Financial and Economic Capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

a) Annual accounts, balance sheet or extracts from balance sheets for at least the last 3
years for which accounts have been closed, shall be presented where publication of the
balance sheet is required under company law of the country in which the economic
operator is established;

It is necessary that the extracts from balance sheets be dated, signed and stamped by an authorised representative of the tenderer.

- b) Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years.
- 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 any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate, following a request for clarification <u>before</u> the tender expiry date.

3.3 Technical Background

The proof 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.) taking eco-friendliness fully into account;

- A 'Reference List' which contains details on 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 of the tenderer 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 (modalities for the execution of tasks as given in the technical specifications)	35
4.	Eco friendliness of products used, work practices employed etc.	5
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 <u>each price box</u> as shown in Annex IV(a) and (b) – Financial Offer form – <u>failure to provide a price in each box may lead to exclusion of your offer</u>. 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.

The offers exceeding the maximum price set in Part 2 article 7 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

where;

PP = Weighted price points

Pc = Cheapest bid price received

PB = Total Bid price being evaluated:

For Lot 1: $PB = [PMO + (2 \times PET01) + PET02 + PET03]$

For Lot 2: PB = [PMO + PMOT (2 x PET01) + PET02 + PET03]

5. AWARD OF THE CONTRACT

The contract 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 reason, 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 divided into two (2) Lots. Tenderers may bid for one or both Lots.

- LOT 1 Heraklion Crete
- LOT 2 Marousi Attika

Technical offers for both LOT 1 and LOT 2 must be submitted independently from each other.

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 the 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 who's 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(s) is as follows:

Title: "Provision of office cleaning services"

ENISA F/TCI/13/T10

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	24 April 2013	Date sent to the OJEU
Deadline for request of information from ENISA	4 June 2013	
Last date on which clarifications are issued by ENISA	6 June 2013	
Deadline for despatch of offers	10 June 2013	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	20 June 2013	At 10:00 Greek time
Date for evaluation of offers	20 June 2013	At 10:30 Greek time
Notification of award to the selected candidate	Early July 2013	Estimated
10 day standstill period & contract signature	Mid July 2013	Estimated
Contract signature	As per tender	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated

ANNEX I

Legal Entity Form

The specific form, for either a;

- c) public entity,
- d)private entity or
- e)individual entity,

is available for download in each of the 22 official languages at the following address: http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please download the appropriate from, complete the details requested and include in your tender offer documentation.

ANNEX II

FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer and his financial institution)

The Tenderer's attention is drawn to the fact that this document is a specimen, and a specific form in each of the 22 official languages is available for download at the following address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

PR	IVACY STATEMENT http://ec.europa.eu/budget/execution/ftiers_fr.htm
	ACCOUNT NAME
ACCOUNT NAME(1)	
[
ADDRESS	
TOWN/CITY	POSTCODE
COUNTRY	
CONTACT	
TELEPHONE E - MAIL	FAX
E - MIAIL	
	BANK
BANK NAME	
[
BRANCH ADDRESS	
TOWN/CITY	POSTCODE
COUNTRY	
ACCOUNT NUMBER	
IBAN(2)	
REMARKS:	
	URE OF BANK REPRESENTATIVE DATE + SIGNATURE ACCOUNT HOLDER:
(Both Obligatory)(3)	(Obligatory)
	1 1

ANNEX III

DECLARATION OF HONOUR

WITH RESPECT TO THE

EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

(Complete or delete the parts in grey italics in parenthese) [Choose options for parts in grey between square brackets]

The undersigned (insert name of the signatory of this form):
in [his][her] own name (for a natural person)
or
☐ representing the following legal person: (only if the economic operator is a legal person)
Full official name:
Official legal form:
Full official address:
VAT registration number:

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
 - is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
 - (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-making or control¹

_

This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

over the above-mentioned legal entity are not in the situations referred to in b) and e) above:

- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;
 - ➤ acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name	Signature	Date

As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ENISA F/TCI/13/T10: Provision of office cleaning services Page 32 of 45

ANNEX IV (a)

FINANCIAL OFFER LOT 1 – ENISA Premises – Heraklion Crete

1. Breakdown of costs:

MONTHLY cost for:	Amount
Manpower / staff	€
Equipment, materials & products supplied.	€
Costs and benefits	€
Total MONTHLY Price (PMo) (without VAT)	€

The *Total Monthly Price* includes all of **the routine tasks** to be performed calendar monthly ('daily', 'weekly', 'monthly' 'bi-monthly' tasks etc.) in accordance with the description of the tasks in **Part 2**, **Article 5 of the Specification** & with the proposed Posts and timetable in Part 2, Article 4.

2. Additional / extra services - hourly price in euro

		Hourly rate per person in EURO						
EXTRA TASKS on request		Working days		Saturdays		Sundays/public holidays		
	·	06h00 18h00	18h00 06h00	8h00 - 18h00	18h00 - 8h00	8h00 - 18h00	18h00 - 8h00	Admin use only
PET ⁰¹	Additional routine cleaning - meeting rooms, kitchen, reception area, etc.	€	€	€	€	€	€	Total PET ⁰¹
PET ⁰²	Snow and ice clearing in and around the buildings	€	€	€	€	€	€	Total PET ⁰²
PET ⁰³	'Handyman services' (building maintenance and light repairs)	€	€	€	€	€	€	Total PET ⁰³

Please note: You MUST provide an hourly rate cost in every box above.

Print name: (of the Tenderer or authorised representative)	Signature:	Date:

ANNEX IV (b)

FINANCIAL OFFER LOT 2 – ENISA Premises – Marousi Attiki

1. Breakdown of costs:

MONTHLY cost for:	2 Posts - (total 8 hours)	1 Post - (total 4 hours)
	2.036 m2 (P _{MO})	900 m2 (P _{MOT})
Manpower / staff	€	€
Equipment, materials & products supplied.	€	€
Costs and benefits	€	€
Total MONTHLY Price (without VAT)	€	€

The *Total Monthly Price* includes all of **the routine tasks** to be performed calendar monthly ('daily', 'weekly', 'monthly' 'bi-monthly' tasks etc.) in accordance with the description of the tasks in **Part 2**, **Article 5** of **the Specification** & with the proposed Posts and timetable in Part 2, Article 4.

2. Additional / extra services - hourly price in Euro

		Hourly rate per person in EURO						
EXTRA TASKS on request		Working days		Saturdays		Sundays/public holidays		
	·	06h00 18h00	18h00 06h00	8h00 - 18h00	18h00 - 8h00	8h00 - 18h00	18h00 - 8h00	Admin use only
PET ⁰¹	Additional routine cleaning - meeting rooms, kitchen, reception area, etc.	€	€	€	€	€	€	Total PET ⁰¹
PET ⁰²	Snow and ice clearing in and around the buildings	€	€	€	€	€	€	Total PET ⁰²
PET ⁰³	'Handyman services' (building maintenance and light repairs)	€	€	€	€	€	€	Total PET ⁰³

<u>Please note</u>: You **MUST** provide an hourly rate cost in <u>every box above</u>.

Print name: (of the Tenderer or authorised representative)	Signature:	Date:

ANNEX V

Model Framework Service Contract template

(See attached file)

ANNEX VI

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE						
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.						
First name						
Last name						
Title (e.g. Dr, Mr, Mrs)						
Position (e.g. Manager, Director)						
Telephone number						
Fax number						
e-mail address						
Website						
NAME OF 2 nd LEGAL	REPRESENTATIVE (if applicable)					
I, the undersigned, certify that the intender is valid.	nformation given in this tender is correct and that the					
First name						
Last name						
Title (e.g. Dr, Mr, Mrs)						
Position (e.g. Manager, Director)						
Telephone number						
Fax number						
e-mail address						
Website						

ANNEX VII Consortium form

Name of tenderer:								
Form of the Consortium: (Please cross the relevant box)								
Permanent: Lega	ally establi	shed: S	specifically for thi	s tender:				
	N	ame(s)		Address				
Leader of the Consortium (person authorised to conclude contract)								
Partner 1*								
Partner 2*								
performance of the contraction o	ct, that the lat the performers in the co	eader is authorise mance of the contr	d to bind, and recoact, including paym	everally liable by law for the eive instructions for and on lents, is the responsibility of onsortia for the entire period				
Signature: Leader of consortium	1							
Date:								
Signature: Partner 1								
Date:								
Signature: Partner 2etc								
Date:								

ANNEX VIII

Sub-contractors form

	Name(s)	Address
Tenderer (person authorised to sign contract)		
Sub-contractor 1*		
Sub-contractor 2*		

As subcontractors for this tender, we confirm that we are willing to perform the tasks as specified in the tender documentation.

Signature: Tenderer	
Date:	
Signature: Subcontractor 1	
Date:	
Signature: Subcontractor 2	
Date:	

^{*} add additional lines for subcontractors if required.

ANNEX IX (a)

Description of Building

LOT 1 – ENISA Premises - Heraklion

Address

Science and Technology Park of Crete (ITE)
Vassilika Vouton
700 13 Heraklion, Greece

Description of the building:

An office building with a total surface of 2.042 square meters, situated at Vassilika Vouton, Heraklion Crete. The building is composed of 3 levels (basement, ground floor, 1st floor) with predominantly marble and linoleum flooring.

Number of staff: approximately 35

Area	Items	Estimated Quantities (pcs) Estimated Surface area (m ²	
Front / main entrance / corridors			
Reception hall		135.20	m²
Reception / security office-desk		8.49	m²
	Tables	3	pcs
	Cabinets	12	pcs
	Chairs synthetic	5	pcs
	Chairs cloth	3	pcs
	Chairs leather	6	pcs
Stairs		80.00	m ²
Elevator		7.30	m²
Corridors		410	m²
Offices		660.40	m ²
	Desks	40	pcs
	Tables	16	pcs
	Cabinets	36	pcs
	Cabinet/bookcase	38	pcs
	Chairs synthetic	50	pcs
	Chairs cloth	50	pcs
	Chairs leather	6	pcs
Meeting rooms		183.10	m ²
	Desks	1	pcs
	Tables	6	pcs
	Chairs synthetic	36	pcs
Conference room		203.40	m²
-	Tables	4	pcs
	Cabinet/bookcase	3	pcs
	Chairs cloth	77	pcs

Technical IT rooms		60.00	m²
	Tables	1	pcs
	Cabinets/bookcase	1	pcs
	Chairs	1	pcs
Communication/office devices			
	Photocopiers	3	pcs
	Fax machines	4	pcs
	Telephones	74	pcs
	printers	10	pcs
	Computers	50	pcs
Stock rooms		216.30	m²
	Shelving & furniture	30	pcs
Toilets (including two showers)		100.25	m²
Kitchen		36.30	m²
	Kitchen sink	1	pcs
	Bench tops	1	pcs
	Appliances	4	pcs
Windows		355	m²
	Internal windows	15.00	m²
	External windows	340.00	m²
Terraces		202.90	m²
	Tables	3	pcs
	Chairs (wood+synth)	12	pcs

ANNEX IX (b)

Description of Building

LOT 2 - ENISA Premises - Marousi Attiki

<u>Address</u> ENISA

Vasilissis Sofias 1 151 24 Marousi, Greece

Description of the building

An office building with a total surface of 2.036 square meters, situated in Vasilissis Sofias 1, 151 24 Marousi, Greece. The building is composed of 4 levels (ground floor, mezzanine 1st floor, 2nd floor)

Number of staff: Approximately 40

Area	Items	Estimated Quantities (pcs) Estimated Surface area (m²)	
Front / main entrance / corridors			
Reception hall		100.00	m²
Reception / security office-desk		6	m²
	Tables	3	pcs
	Cabinets	1	pcs
	Chairs synthetic	-	pcs
	Chairs cloth	-	pcs
	Chairs leather	1	pcs
Stairs		130.00	m²
Elevator		15	m²
Corridors		210	m²
Offices		600	m²
	Desks	40	pcs
	Tables	-	pcs
	Cabinets	40	pcs
	Cabinet/bookcase	40	pcs
	Chairs synthetic	70	pcs
	Chairs cloth	-	pcs
	Chairs leather	3	pcs
Meeting rooms		260	m²
	Desks	2	pcs
	Tables	5	pcs
	Chairs synthetic	40	pcs
Conference room		140	m²
	Tables	4	pcs
	Cabinet/bookcase	3	pcs
	Chairs cloth	60	pcs

Technical IT rooms		80.00	m²
	Tables	2	pcs
	Cabinets/bookcase	1	pcs
	Chairs	4	pcs
Communication/office devices			
	Photocopiers	4	pcs
	Fax machines	4	pcs
	Telephones	74	pcs
	printers	14	pcs
	Computers	50	pcs
Stock rooms		300	m ²
	Shelving & furniture	25	pcs
Toilets (including two showers)		160	m²
Kitchen(s)		40	m²
, ,	Kitchen sink	3	pcs
	Bench tops	3	pcs
	Appliances	10	pcs
Windows		1.050.00	m²
	Internal windows	150.00	m ²
	External windows	900.00	m ²

ANNEX X

Quality Control procedures

1. ORGANISATION

The control of the buildings will be carried out in two different forms:

Continuous internal control by the company;

Areas and day of control will be determined on an ad-hoc basis by the Contractor. The Agency reserves the right to witness these internal controls or to check the results obtained.

Counter control;

The Agency will be in charge of the planning of these controls.

The Agency will determine the areas to be checked and will inform the representative of the company in charge of the work, of the day for this control.

2. FREQUENCY OF CONTROLS

- Internal control: Once daily

- Counter control: Once weekly

3. MODALITIES

a) Walls: 4 m²b) Floors: 20 m²

All the criteria (see below) will be evaluated inside these surfaces.

a) Counter samples

- 2 offices
- 1 toilet
- 1 conference/meeting room
- 2 other areas (corridors, computer room, technical room etc)

b) Time of controls

The control of the buildings will be carried out during hours of presence of the personnel (08:30h to 17:30h).

Control criteria:

- a) Dust: all particles that cannot be collected manually, but which are easily eliminable by sweeping, vacuum cleaning or wiping.
- b) Waste: all objects, solid or pasty, deformable or not, of any nature, likely to strewn the soils or equipment. The quantification of waste will be checked, whatever the nature of the soils or equipment on a defined reference surface. The following are regarded as waste: paper, material, metals, glasses, food waste, adhesives, stickers...
- c) Spots: adherent stains of any nature (thin or fatty) except for any irreversible deterioration (cigarette burns, stripes, punching, surface discolouration caused by various products other than those used for cleaning).

In a more general way, the controller will make sure that the spots in involved are likely to disappear with the traditional products used for the cleaning operations. One also understands by spots: the adhesive traces, the spectra of chewing gum resulting from scraping.

- d) Dry run-outs: all liquid traces whatever the nature having dried while running or stagnant on a support.
- e) Finger marks: all fatty traces left by all or part of the hand.
- f) Residual cleaning traces: all traces resulting from a cleaning or wet wiping operation, observed after drying of surface.
- g) Scale traces: all traces or layer of calcareous origin left by the passage of water after evaporation.



ANNEX XI

Provision of Office Cleaning Services <u>CERTIFICATE OF VISIT</u>*

ompany name:
epresentative(s) Name(s):
s hereby declared that M
s visited the ENISA premises in Heraklion / Marousi on 2013, in gards to the Call for Tenders for Provision of Office Cleaning Services Ref:
NISA F/TCI/13/T10, as requested by the Tender Specification of the overmentioned tender.
eraklion / Marousi, 2013
gned: (Agency representative)
gned: (Company representative)
ou MUST include this signed certificate with your tender offer.)

ANNEX XII Document CHECKLIST

	PLEASE TICK EACH BOX AND RETURN THIS CHECKLIST			
	TOGETHER WITH YOUR OFFER			
1	Technical Offer			
2	Professional information (see Part 3 – Article 3.1)			
3	Proof of financial and economic capacity (see Part 3 – Article 3.2)			
4	Proof of technical and professional capacity (see Part 3 – Article 3.3)			
5	Legal Entity Form ⁴ (Annex I) signed and dated			
6	Financial Identification Form ⁵ (Annex II) signed and dated			
7	Declaration on Honour on exclusion criteria (Annex III) signed and dated			
8	Financial Offer(s) Annex IV (a) and/or (b) signed and dated			
9	Declaration by Authorised Representative (Annex VI) signed and dated			
10	Consortium form (Annex VII) signed and dated - if applicable			
11	Sub-Contractors form (Annex VIII) signed and dated - if applicable			
12	Certificate of Visit (Annex XI) signed and dated - compulsory			
docu	tenderers' attention is drawn to the fact that any total or partial omission mentation requested may lead the Contracting Authority to exclude the ter the rest of the procedure.			
Print n	ame: Signature: Date:			

⁴ If you have provided a Legal Entity form to ENISA within the previous <u>6 months</u> maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

meantime, then you may provide a photocopy of this previous form.

If you have provided a Financial Identification form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

ENISA F/TCI/13/T10: Provision of office cleaning services Page 45 of 45