



***Framework contract for the provision of
canteen and catering services for the European Environment Agency (EEA)***

Reference: Open call for tender EEA/OSE/11/001
Closing date: 17.08.2011

1. Introduction to EEA

The European Environment Agency (EEA) is a European Union public body governed by Regulation (EC) No 401/2009 of the European Parliament and of the Council of 23 April 2009¹. The EEA role is to support the European Union in the development and implementation of environmental policy by providing relevant, reliable, targeted and timely information on the state of the environment and future prospects. The EEA also provides the necessary independent scientific knowledge and technical support to enable the Union and the member countries to take appropriate measures to protect and improve the environment as laid down in the Treaty and by successive Community action programmes on the environment and sustainable development. Currently, the EEA has 32 member countries.

There are approximately 200 staff members working at the EEA. These staff members come from a wide range of national, professional and cultural backgrounds. Their functions at the EEA vary from environment-related research and data-analysis to administrative or managerial tasks.

Further information about the work of EEA can be obtained on its website: <http://www.eea.europa.eu>.

¹ OJEU L 126 of 21.5.2009, p. 13.

2. Presentation of the tender

Tenders shall be submitted in accordance with the **double envelopes system**:

The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- The call for tenders reference No **EEA/OSE/11/001**
- The contract title "**Framework contract for the provision of canteen and catering services for the European Environment Agency (EEA)**"
- The name of the tenderer
- The indication "**Tender – Not to be opened by the internal mail services**"
- The address for submission of tender (as specified in the letter of invitation to tender)
- The date of submission shall be legible on the outer envelope or parcel

The outer envelope or parcel must contain three inner envelopes, i.e. Envelopes No 1, 2 and 3, corresponding to the following three sections: administrative section, technical offer and financial offer.

(a) Envelope No 1 – Administrative section shall include the following:

- The Tender submission form drawn up in accordance with the template in annex 1
- The declaration on exclusion criteria as required under section 11.1.2 drawn up in accordance with the template in annex 2
- The legal entity form as required under section 11.2.1 drawn up in accordance with the template in annex 3
- The financial identification form drawn up in accordance with the template in annex 4
- The evidence and documentation demonstrating the fulfilment of the selection criteria as required under sections 11.2.2 (economic and financial capacity) and 11.2.3 (technical and professional capacity)

(b) Envelope No 2 – Technical offer shall include the following:

The technical offer providing all information requested under sections 6, 7 and 11.3.1 including information relevant to subcontracting as requested under section 4.3.

(c) Envelope No 3 – Financial offer shall include the following:

The financial offer providing all information requested under sections 10 and 11.3.2, drawn up in accordance with the template in annex 5.

Tenders shall be drafted in one of the official languages of the European Union, **preferably in English or Danish** (supporting evidence does not need to be translated) and submitted **in triplicate** (one signed original unbound and two copies).

It is important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

Tenderers shall observe precisely the indications in points 2, 3, 4 and 6 of the letter of invitation to tender to ensure their tender are admissible. Late delivery will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible and discarded. Envelopes found opened at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their tenders are packed in such a way as to prevent any accidental opening during its mailing.

3. Confidentiality and protection of personal data

For the processing of this tendering procedure, the EEA observes the rules set in Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data (OJEU L 8 of 12.1.2001, p. 1).

For further detailed information please refer to the privacy statement attached as annex 9 to these tender specifications.

4. Participation in the tendering procedure

Submission of a tender implies acceptance of the terms and conditions set out in the invitation to tender, in these tender specifications and in the draft framework service contract attached to the latter (see annex 6) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

4.1 Eligibility

This call for tenders is open on equal terms to all natural and legal persons from one of the 32 EEA member countries and to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of procurement on the conditions laid down in that agreement.

As proof of eligibility tenderers must indicate in which country they have their headquarters, registered office or residence, and provide the necessary supporting documents in accordance with their national law. If the tenderer is a natural person, he/she must provide a copy of identity card/passport or driving license and proof that he/she is covered by a social security scheme as a self-employed person.

4.2 Application

All eligible legal and natural person (as per above) or groupings of such persons (consortia) may apply.

A consortium may be a permanent, legally established grouping or a grouping, which has been constituted informally for a specific tender procedure. If awarded the contract, the members of the consortium (i.e. the leader and all the other partners) will have an equal standing towards the EEA in executing the framework service contract and they will be jointly and severally liable to the EEA.

The participation of ineligible natural or legal 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.

The EEA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection to the EEA contractual interests (depending on the member countries concerned, this may be for instance, incorporation or partnership or a temporary association). Consortia must identify one of their members as coordinator who will interface with the EEA.

Each member of a consortium or group of service providers must fulfil the conditions for participation mentioned in sections 4.1 above and 4.2 and provide the required documents listed in these tender specifications under sections 11.1 and 11.2 below. Therefore, each member of a consortium or group of service providers shall specify his role, qualifications and experience.

4.3 Sub-contracting

A contractor may sub-contract part of the services.

Tenderers must state what part of the work, if any, they intend to sub-contract, and to what extent (for instance % of the total contract value), specifying the names, addresses and legal status of the sub-contractors.

Legal persons must provide a document containing a list of the professional qualifications of the sub-contractors. If awarded the contract, contractors may not choose sub-contractors other than

those mentioned in the bids unless they obtain the prior written authorisation of the EEA. The overall responsibility of the work remains with the contractor.

Contractors must ensure that Article II.17 of the draft framework service contract (see annex 6 to these tender specifications) can be applied to sub-contractors. Once the contract has been signed, Article II.13 of the above-mentioned draft framework service contract shall govern sub-contracting.

5. Contractual terms

In drawing up a bid, tenderers should bear in mind the provisions of the standard framework service contract and the order form attached to these tender specifications (see annex 6).

6. Subject of the contract

6.1 Purpose and scope of the contract

The European Environment Agency (EEA) intends to establish a framework contract for the provision of canteen and catering services at its premises at Kongens Nytorv 6 and 8, DK-1050 Copenhagen, Denmark.

The scope of the contract is to offer a lunch buffet to EEA staff and its visitors and to cater the meetings held within the premises with coffee and tea, served lunches, dinners and receptions.

According to the Agency's food policy (see annex 7), the main responsibility of the EEA canteen is to provide balanced, healthy and tasty food to EEA-staff and its visitors. When used daily by EEA staff, the food provided by the canteen accounts for a significant portion of total food intake and thereby has a significant impact on staff's health and nutrition. The canteen is also an integral part of the working environment and moreover accounts for a significant part of EEA's environmental footprint.

Through its food policy, the EEA strives to:

- Provide its staff and visitors an enjoyable, nutritious and attractively presented selection of food and drinks;
- Promote and encourage healthy food choices;
- Offer sustainable menus based on foodstuffs with low environmental impacts;
- Promote societal sustainable choices through the use of fair trade products;
- Reduce environmental impacts of EEA operations, by optimising the use of water and energy and minimising waste generation;
- Provide staff and canteen operators a forum to share experience and exchange information concerning food, health and the environment.

6.2 Location of work

The work will be carried out at the premises of the European Environment Agency in Copenhagen Kongens Nytorv 6 and a part of Kongens Nytorv 8.

6.3 Facilities

EEA's canteen is situated in the basement of Kongens Nytorv 6. It consists of about 100 m² kitchen area (incl. storage, dish washing room, office and bathroom/dressing room), staff eating area of 130 m² with about 90 seats and 45 m² of guest canteen with about 50 seats. The kitchen has a modern electric oven and facilities for hot and cold kitchen and the dishwashing room has an industrial dishwasher.

The contractor shall – in line with the EEA environmental management system – set reduction targets for the consumption of water and electricity, since the canteen accounts for a considerable amount of the EEA water and electricity consumption.

The following is at the disposal of the contractor, free of charge:

- premises and heating
- water
- light and electricity
- furniture
- cash register (Sharp)
- kitchen machines and equipment (see annex 8)
- tableware (porcelain, glass, cutlery, etc...) covering the needs

Further purchase of tableware and maintenance of kitchen machines and equipment will be the responsibility of the contractor following prior written approval by the EEA, for which the contractor will be reimbursed. The items will be the property of the EEA.

To facilitate payments, the contractor has to provide a credit card terminal accepting most common credit cards.

The kitchen facilities and equipment may also be used to cater meetings organised by others (with the EEA prior approval in each individual case) in the EEA facilities. The same goes also for catering to EEA staff's private parties.

6.4 Opening hours

The canteen shall be open, as a minimum, from 08:00 to 15:00 on the approximately 250 working days per year. The EEA is closed between Christmas and New Year and has altogether 17 holidays per year.

6.5 Offerings

From 11:30 to 14:00 the canteen shall serve a lunch buffet, including two main courses (fish or meat and vegetarian), soup, salad bar, mixed salads, bread, fruit, cheese and desserts. It should on all days be possible to compose a complete vegetarian lunch from the buffet.

Upon request, the canteen shall prepare and serve lunch and/or dinner, including two or three courses and one glass of soft drink/beer/wine for visitors and meeting participants, and/or reception (incl. e.g. appetisers and flower arrangements).

The meals shall be well prepared, fresh, nutritious and taking into account the varying tastes of the multicultural clients. The emphasis should be on local, seasonal and organic raw material. Organic raw material is here defined as raw materials that comply with the criteria for the EU organic farming or labels with corresponding criteria, for example the Danish Ø label. The canteen shall be operated so it complies with a high degree of "Økologi", in accordance with the Danish "Økologiske spisemærke"².

In the mornings, the canteen shall offer components of a light breakfast and throughout opening hours the canteen shall offer warm and cold drinks for sale, as well as fruit and snacks. Various take-away offerings should be available for staff dining in other parts of the buildings, for example in connection with the kitchen in Kongens Nytorv 8.

6.6 Hygiene and order

The contractor shall sort the waste into cardboard, glass, household, metal, organic and paper waste. It shall commit itself to avoiding unnecessary packaging and reduce the amount of waste to the minimum.

² See http://www.oekologisk-spisemaerke.dk/Download_presentation_of_the_Danish_rules_s38.html

The contractor bears the cost for linen (dish, towels, etc...) as well as the washing of linen. Single use consumables shall be eco-labelled or equivalent.

Dishwashing and cleaning of the **main kitchen with related spaces** is the responsibility of the contractor, who shall carry the costs for cleaning materials, which shall be eco-labelled or equivalent.

The contractor shall make sure that the kitchen is kept clean and meets a high hygienic standard conforming to the standards set by the Danish food safety authorities ("Fødevarestyrelsen", see <http://www.foedevarestyrelsen.dk/OmFoedevarestyrelsen/Sider/Forside.aspx>).

Cleaning of the **canteen's sitting areas** is the responsibility of the EEA.

7. General obligations of the tenderer

The canteen shall be operated by **at least three educated full-time chefs** to guarantee high-quality service at all time. It is the responsibility of the successful tenderer to guarantee that an appropriate backup system is in place in case of planned or unplanned absence. Currently, the workload in the canteen requires one full-time assistant in addition to the three full-time chefs, complemented by extra assistants as needed to maintain the required service level. Both the chefs and other canteen staff have to be able to communicate in English.

The weekly menus (main courses), with information about the nutritional values shall be published in advance on the EEA intranet.

The EEA requires a permanent **contact person** on the part of the Contractor in order to address all issues and concerns in the day-to-day management.

The contractor shall inform EEA if at any stage they become aware of any more economically/environmentally efficient solutions or any manner to obtain greater satisfaction for the clients.

The contractor shall ensure that tasks are carried out without detriment to the general functioning of services in the buildings and shall be responsible for any damage caused to the buildings and external areas.

In drawing up their bid, tenderers shall take into account the time needed to deliver the ordered catering to the meeting, which for some meeting rooms can take approximately 10 minutes.

8. Visit to the Agency

A presentation of the EEA premises will take place on 19 July 2011 at 15.00. One set of drawings of the EEA kitchen and canteen facilities, as well as the location of meeting rooms, will be provided as hand-outs during the tour of the buildings. The interested tenderers are requested to inform EEA Procurement Services in advance and by 18.7.2011 (16:00) at the latest by email to procurement@eea.europa.eu.

9. Type and volume of the contract

The successful tenderer will be offered a framework service contract with the EEA for a maximum period of up to 48 months from the date of entry into force. The framework service contract will be implemented through order forms which alone shall bind the EEA. The order forms will include descriptions of the services to be purchased and deliverables to be provided. For details, reference is made to the terms and conditions of the draft framework service contract and order forms forming part of the tender documents (see annex 6).

The canteen serves both EEA staff and numerous visitors. The EEA will pay a subsidy to the canteen in order to offer the EEA staff a lunch at a subsidised rate, comparable to the price offered

to staff in canteens of public and private organisations in Denmark. The price paid by visitors should reflect the real cost of the lunch without subsidy.

The total value of the contract includes 1) the subsidy from the EEA, 2) the EEA payment for catering meetings and 3) the contractors own income from sale of the lunches to staff and visitors, plus other offerings. In the years 2008 – 2010, the average EEA subsidy was EUR 213.000 per year, excl. VAT and the EEA payment for catering meetings was approximately EUR 60.000 per year excl. VAT. The potential number of customers comprises the approximately 230 EEA staff members and in-house consultants and thousands of participants in the meetings EEA organises every year. In 2010, the average daily number of subsidised lunch customers was approximately 100 and the number of non-subsidised visitors approximately 20, varying greatly, but predictable, from day to day. In 2010, the staff price for a full lunch buffet was EUR 4.92 incl. VAT, while the price for visitors was EUR 11.60 incl. VAT.

In addition to fulfilling the main scope of the contract (offering lunches and catering meetings), the canteen contractor shall provide other offerings to staff and visitors, such as coffee/tea, breakfast, take-away lunches/dinners, fruit, drinks and sweets, etc..., at rates **not** regulated by the contract.

Based on EEA's recent level of needs, the total value of the contract covering all services, ranges between EUR 1.500.000,00 and EUR 1.700.000,00 (excl. VAT) over a maximum period of 48 months. These figures are merely indicative and may vary depending on the actual volume of sales achieved by the contractor.

10. Price

Tenderers are required to quote prices for the services to be provided as follows:

- Prices must be quoted per category/service as described under section 11.3.2 (Price) below;
- The prices quoted must be **all-inclusive** (such as salaries of contracted personnel including social security, holiday and sickness allowances; insurance; tools; equipment; inspection; administration and travel costs, etc...), expressed **exclusive of VAT** and in **euro** including for countries that are not part of the euro zone. For tenderers in countries that do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderers to select an exchange rate and assume the risks or the benefits deriving from any variation;
- Tenderers shall submit a price-quotation for the following **mandatory services**:
 - Subsidised (staff rate) lunch buffet
 - Non subsidised lunch buffet
 - Coffee/tea offerings to meetings
 - Two course lunch, including one glass of soft drink/beer/wine but excluding service (waiters)
 - Three course dinner, including one glass of soft drink/beer/wine but excluding service (waiters)
 - Reception, including e.g. appetisers and flower arrangements, and excluding both drinks and service (waiters)
 - Extra services (waiters) for receptions and other events
- No additional expenses incurred in the performance of the services will be reimbursed separately by EEA;
- The prices quoted must be fixed and not subject to revision during the first year of duration of the contract.

From the beginning of the second year of duration of the contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the

contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed.

The EEA shall purchase on the basis of the prices in force on the date on which orders are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index published by the European Commission on Eurostat web page (Theme 2 - Economy and Finance; Prices; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index); GEO – Eurozone; COICOP cp00; see http://epp.eurostat.ec.europa.eu/portal/page/portal/statistics/search_database).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po (0,2 + 0,8 \times Ir/Io)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

For that purpose, tenderers shall complete the price quotation attached as annex 5 to these tender specifications.

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between the EEA and the Government of Denmark of 17 August 1995, the EEA is exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

11. Criteria

The assessment will be based on the information provided in the tender. The EEA reserve the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these tender specifications. The procedure for the award of the service contract, which will concern only admissible bids, will be carried out in three successive stages.

The procedure foresees:

1. To check, on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
2. To check, in the second stage on the basis of the selection criteria, the technical and professional capacity and the economic and financial capacity of each tenderer who has passed the previous stage;
3. To assess, in the third stage on the basis of the award criteria, each tender which has passed the exclusion and selection stages.

11.1 **Exclusion Criteria**

11.1.1 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 are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
 - (c) they have been guilty of grave professional misconduct proven by any means which the EEA can justify;
 - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the EEA or those of the country where the contract is to be performed;
 - (e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - (f) 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.

The cases referred to in paragraph 11.1.1. (e) above shall be the following:

- (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
- (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
- (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
- (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p. 77).

Exclusion from awarding:

In addition, contracts may not be awarded to tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;

Tenderers must declare:

- that they do not have any 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 affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the EEA, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The EEA reserves the right to verify the above information.

- (b) are guilty of misrepresentation in supplying the information required by the EEA as a condition of participation in the contract procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in paragraph 11.1.1 above, for this procurement procedure.

11.1.2 Evidence to be provided by the tenderers

When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) must provide a declaration on their honour, duly signed and dated, stating that they are not in any of the situations mentioned under paragraph 11.1.1 above. For that purpose, they shall complete and sign the form attached as annex 2 to these tender specifications.

The tenderer to whom the contract is to be awarded shall provide within 15 calendar days following receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence specified in the last but one paragraph of the form attached as annex 2 to these tender specifications confirming the declaration aforementioned.

11.2. Selection criteria

Tenderers must have the legal capacity, the economic and financial capacity as well as the technical and professional capacity to perform the tasks required under this call for tenders.

For this purpose, tenderers shall demonstrate sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, as well as sufficient turnover in relation to the tasks expected under this call for tenders. Similarly, tenderers shall demonstrate a previous expertise and experience in carrying out the requested services, as well as the technical skills necessary to deliver the requested services.

Tenderers shall read this section carefully and supply the specific documents and information requested and any other documents that they wish to include by way of clarification.

11.2.1. Legal Capacity

Any tenderer is required to prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register. To that effect, each service provider (including sub-contractor(s) or any member of a consortium or grouping) is required to submit a legal entity form (see annex 3) duly filled out and signed, accompanied by a copy of inscription in trade register and/or a copy of inscription in VAT register, where applicable. However, the sub-contractor(s) shall not be required to fill in or provide those documents when the services sub-contracted represent less than 20% of the contract.

11.2.2. Economic and Financial capacity

Proof of economic and financial capacity may be furnished by (**one or more of**) the following documents:

- o appropriate statements from banks or evidence of professional risk indemnity insurance;
- o the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- o a statement of overall turnover and turnover concerning the services covered by the contract during the last three financial years.

If, for some exceptional reason, which the EEA considers justified, the tenderer is unable to provide any of the references requested above, he may prove his economic and financial capacity by any other means which the EEA considers appropriate.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links, which it has with them. It must in that case prove to the EEA that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

11.2.3. Technical and professional capacity

Tenderers should show their degree of technical and professional capacity to carry out the requested tasks by providing information on the criteria described below. If several service providers or sub-contractors are involved in the tender, the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the service providers and sub-contractors, as a whole, to the extent that service providers or sub-contractors put their resources at the disposal of the tenderer for the performance of the contract.

- ***Human resources:***

Tenderers must provide CVs detailing the educational and professional qualifications of the firm's managerial staff as well as the staff designated to provide the services indicating the required professional experience as follows:

- Managerial staff: Minimum 1 CV (contract manager and daily leader) documenting a minimum of 5 years' relevant experience;
- Persons responsible for providing the services: Minimum 5 CVs (3 chefs and 2 kitchen assistants) documenting a minimum of 5 years' relevant experience (chef) and 2 years' relevant experience (kitchen assistant), including language skills.

- ***Sub-contracting:***

Tenderers shall give an indication of the proportion of the contract which they may intend to sub-contract. If sub-contracting is **not** envisaged, the tenderer shall clearly state so in the tender submission form (see annex 1).

If sub-contracting is envisaged as part of this contract, tenderers shall provide a statement of their policy on the use of sub-contractors, and of the means of ensuring quality and confidentiality when sub-contractors are used.

NB: Tenderers must acknowledge that EEA reserves the right to request at later stage tenderers to provide documentation in relation to exclusion and selection criteria for any proposed sub-contractor (see section 4.3 above).

- ***Past contracts:***

Tenderers shall provide a list and description of the principal services provided in the past 3 years, indicating the value, date and recipients of the services (public or private).

- ***Quality assurance and environmental management:***

Tenderers shall provide the following information and documentation:

- A description of any quality assurance and environmental management certifications that they currently hold.
- Any accreditations applied for and their current status.

If no accreditations are held, tenderers shall provide an outline of their quality assurance and environmental policy. In the event of a joint offer submitted by a consortium or a grouping of service providers, **each member** of the consortium or grouping shall provide the requested information and documentation.

11.3 Award Criteria

The assessment method which will be used to determine the choice of the bid will be based on the criteria given below, on the basis of the economically most advantageous tender in terms of:

- the quality of the tender (Technical merit – TM)
- the financial value of the tender (Price – P)

11.3.1 Technical merit (TM) (max. 50, min. 35 points)

Tenders will be evaluated following the award criteria and weights outlined below, producing a total score of 50 points. Each award criterion will be assessed as a whole; any additional information provided in the tender beyond the criteria listed below would be advantageous.

No	Award criteria	Maximum points (50)	Minimum points (35)
1	<p>The degree of compliance with the EEA food policy (see annex 7) and the food quality requirements (see section 6.5 Offerings, paragraph 2), including <i>inter alia</i></p> <ol style="list-style-type: none">1. a description of how the tenderer will operate the canteen to reach a high level of "Økologi" in accordance with the Danish "Økologiske spisemærke" (see link: http://www.oekologisk-spisemaerke.dk/);2. a proposal for a lunch buffet, covering one week in November3. a proposal for a served two-course lunch in June for the EEA Management Board (40 persons) in a one hour lunch break between 13:00 and 14:00.4. a proposal for a served three-course dinner in March for 35 persons, starting at 20:00.5. a proposal for a reception in August to be held between 17:00 and 19:00 for 100 invited people.	20	12
2	The level of ambition to reduce the environmental impacts of the canteen, as presented in a description of how the tenderer will minimise the environmental footprint of the canteen, including <i>inter alia</i> a description on how to optimise use of water and energy and minimise waste generation.	10	7
3	<p>The service level and degree of flexibility, as documented by, <i>inter alia</i>,</p> <ol style="list-style-type: none">1. a presentation of staffing structure, including back-up measurements and management support, beyond the minimum mandatory requirements set under section 7 above;2. the advance notice time required for the various catering services, exemplified by the examples listed under award criteria 1 (two-course lunch, three-course dinner and reception);3. a description of the measures taken to minimize the waiting time for services in the canteen, and	20	12

	4. the variability and quality of other services beyond the mandatory ones the canteen would offer, including take-away offerings, breakfast offerings, lunch alternatives to a full buffet, and services in Kongens Nytorv 8.		
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Only tenders which obtain the indicated minimum number of points, both for each award criterion and in total, will be considered for the next stage, which involves determining the financial value of the tender (price index) and for the final assessment.

11.3.2 Price (P) – Max. 50 points)

Tenderers shall submit a financial offer giving the total **all-inclusive net** price (i.e. including all relevant costs and expenditures (e.g. management and administrative costs) and excluding VAT) **in euro** for the following services:

- EEA subsidy (weighting factor 45%)
- Unit price for a subsidised (staff) lunch buffet (weighting factor 20%)
- Unit price for a non-subsidised (visitors) lunch buffet (weighting factor 10%)
- Unit price for a coffee/tea offering to meetings (weighting factor 5%)
- Unit price for a two course lunch (as proposed in the tender), including one glass of soft drink/beer/wine but excluding service (weighting factor 5%)
- Unit price for a three course dinner (as proposed in the tender), including one glass of soft drink/beer/wine, but excluding service (weighting factor 5%)
- Unit price for a reception (as proposed in the tender), including e.g. appetisers and flower arrangements, and excluding both drinks and service (waiters) (weighting factor 5%)
- Hourly rate for service (waiters) for lunches, dinners, receptions and other events (weighting factor 5%)

For each category above, tenders will score points in function of the following formula: $Ps = (Ps_{min}/Ps_0) \times 50 \times \text{weight percentage}$, where:

Ps = Score for price of service

Ps_{min} = the lowest price offered among the received tenders;

Ps_0 = the price of the tender being considered

The price (P) that will be used as a basis for the price comparison is the sum of the eight Ps.

11.3.3 Final assessment

A framework service contract will be awarded to the tenderer whose tender achieves the highest total score for technical merit and price (TM + P). Should tenders obtain the same final score and tie for first place, the winning tender will be decided on the basis of the highest score achieved for price.

12. Performance

Competence in both selection and award criteria must be maintained throughout the whole duration of the framework service contract. Should the contractor fail to do so during the period of validity of the framework service contract, EEA may decide to choose another vendor from the tenders that are technically compliant.

13. Environmental considerations

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The future contractor will, therefore, be requested to comply with the EEA environmental management guidelines in the implementation of the contract, in particular, those relating to business

travel/electronic means of communication, paper and energy consumption. Further information on the EMAS system can be found on the EEA website: <http://www.eea.europa.eu/documents/emas>.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.

14. Annexes

Annex 1: Tender submission form

Annex 2: Declaration on exclusion criteria

Annex 3: Legal entity form

Annex 4: Financial identification form

Annex 5: Price quotation

Annex 6: Draft framework contract and draft order form

Annex 7: EEA Food Policy

Annex 8: List of kitchen machines and equipment

Annex 9: Privacy statement