



EUROPEAN UNION

OFFICE TO HONG KONG AND MACAO

CALL FOR OFFER FOR OFFICE CLEANING AND TEA LADY SERVICES

The closing date for the receipt of offers is Friday 01 March at 04:00 p.m.

1. SCOPE OF THE CONTRACT

The Office of the European Union to Hong Kong and Macao (the Office) is seeking offers from service providers with a view of signing a contract for office cleaning and tea lady services at as described in section 2. The contract will normally be for a period of 1 year with a possibility to be renewed up to 3 times.

2. PURPOSE AND CONTEXT OF THE CONTRACT

2.1. Description of the premises

The Office of the European Union to Hong Kong and Macao is located at 19/F and 20/F, St. John's Building, 33 Garden Road, Central, Hong Kong.

The total office space of approximately 3,400 sq ft on each floor including reception areas, corridors, offices, 2 meeting rooms, 2 kitchens, 1 archives and storage room, server room, technical room and cypher room.

2.2. Schedule of the tasks and staff allocation

All tasks referred to the Article 2.3. must be executed on working days when the Office of the European Union to Hong Kong is open.

The Office is open Monday to Friday from 09:00 hours to 17:30 hours.

The Office is closed on Saturday and Sunday, on public holidays of Hong Kong SAR and on the 9th of May.

2.3. Tasks to be executed

1. Clean all offices and meeting rooms: floors, desks, shelves, glass doors, windows (from inside) and surface of office equipment.
2. Ensure constant availability of accessories such as toilet paper and hand washing soap.
3. Clean all common areas and storages: reception area, corridors, upon request server room and cypher room.
4. Empty all waste paper bins and shredder trays to the designated places.
5. Ensure that furniture in offices, meeting rooms and reception area is arranged in the required manner at all times.

6. Assist in setting up meeting rooms, preparing cups, glasses and plates, water, tea and coffee.
7. Provide the following: cleaning equipment, cleaning materials and accessories [except those indicated in point 8 below], staff uniforms and staff ID cards showing employment by the service provider.
8. The Office will provide toilet papers, hand washing soaps and hand towels
9. Tea lady service includes preparing tea and coffee and serving those as required, clearing and collecting used cups and washing those, keeping kitchens clean and in order, and other related duties.
10. The cleaning of toilets is excluded as it is provided by the building management.

The detailed description of tasks and the frequency of their performance are as indicated below:

Daily Tasks

- a) To provide tea lady services.
- b) To carry out the following general cleaning services:
 - Dusting of desks, chairs, telephones, shelves, photocopiers etc in offices and meeting rooms;
 - Emptying of all waste paper bins and shredder trays;
 - Ensuring adequate supply of toilet accessories such as toilet papers, hand washing cream, hand towels etc in all wash rooms throughout the day;
 - Wipe clean desks, partitions, glass doors and all table tops;
 - Reporting of any malfunctioning equipment or items in areas of operation: doors, handles, locks, taps, cisterns, lights, switch, etc;
 - Removing finger marks from surfaces such as walls, shelves and light switches.

Every Monday and Thursday

- Vacuum-cleaning carpeted areas.

Monthly Tasks (on the 1st week of each month, from 1:30 pm to 4:30 pm on Friday)

- Vacuum-cleaning all office chairs with fabric upholstery;
- Dust and wipe clean the ventilation vents;
- Dust and wipe clean the light fittings in the ceilings;
- Wipe clean internal window glass;
- Dust and wipe clean tops of high furniture, filing cabinets and glass louvers above doors;
- Clean sewage tank under the sinks in the 2 kitchens

Other Tasks

- Deep-wet shampooing all carpeted areas 2 times a year;
- Cleaning/deep-wet shampooing of upholstered chairs once a year and if needed, occasionally more often (individual chairs).

2.4. Estimated workload

For general cleaning and tea lady services, there will be one person on duty full time. The tenderer shall specify the number of persons required to carry out the 'monthly tasks' and 'other tasks'.

The Office of the European Union to Hong Kong and Macao reserves the right to modify at any time the services indicated in the schedule of the tasks listed above. The volume of works can be reduced on the basis of a written instruction. An increase would require a written agreement.

2.5. Cleaning equipment and materials to be provided by the contractor

All cleaning equipment, materials and tools necessary for the office cleaning and tea lady services (except toilet paper, hand washing soap and hand towels) will be provided by the Service provider :

- Vacuum cleaner and disposable dust bag;
- Mop, dust pan;
- Cleaning liquids;
- Antibacterial scrub sponges for washing tableware;
- Microfiber cloths for cleaning various surfaces;
- etc.

The Service Provider will provide to their staff uniforms (black trousers and white blouse) and staff will wear such uniform at all times during the performance of the contract.

The Service Provider will provide to their staff ID cards showing employment by the supplier, and these ID cards by Service Provider need to be carried by staff at any time during their assignment in the Delegation premises.

3. Terms applicable to the Service Provider and the service provider's employees

During the duration of the contract, the Service Provider is and remains the employer of its staff.

The Service Provider recruits, trains and remunerates the staff required for the cleaning service tasks and engages this staff under his sole responsibility. The Service Provider insures its staff member against work accidents and engages itself to respect the legislation in place regarding labour matters, social security and taxation, and all other matters related to the services tendered.

The Office of the European Union to Hong Kong and Macao nevertheless reserves the rights to approve any staff that will be working in the Office's premises.

The tea lady assigned by the Service Provider under this service contract should be employed by the Service Provider on a permanent basis (i.e. under indefinite contract). The Service Provider must ensure that any staff performing the contract has the experience required for the service execution of the tasks assigned to him/her.

In the event the experience of the Service Provider's staff failing to correspond to the profile required by the contract, the Service Provider shall replace him/her without delay.

The Service Provider shall inform the Office of the European Union to Hong Kong and Macao, in writing, of the identity of the staff allocated to perform the duties in the Office's premises by supplying a copy of the ID card.

The Service Provider shall replace the staff in case of absence for any reason in order to ensure it uninterrupted the services. The Service Provider shall in addition inform, in writing in advance, the identity of replacement staff.

It is forbidden for the Service Provider's staff to take knowledge of any document of the Office of the European Union to Hong Kong and Macao, except if related to the contract, to the concerned employee or to the execution of his/her duties.

The Service Provider engages itself neither to use nor to communicate any information, document, knowledge regarding the Office to any third party. This obligation will bind the Service Provider and its employees. This obligation will also bind the Service Provider and his employees after termination of the execution of the contract.

It is forbidden for the Service Provider's staff to take with them any objects, even if declared useless, that belongs to the Office of the European Union to Hong Kong and Macao.

The Service Provider must obtain a signed declaration, regarding the confidentiality from each employee linked to the execution of this contract and must provide copy thereof to the Office of the European Union to Hong Kong and Macao at the start of this contract. In this declaration, the employee must commit in writing to respect the secrecy of any information which he/she could knowledge of on the occasion of the execution of their work and not to make known or public to any third party or to use for his/her own profit, any document or information, even after termination from his/her job.

The Service Provider shall not use the premises of the Office of the European Union to Hong Kong and Macao and the equipment and material contained in it for other purposes than the execution of this contract and exclusively for the needs of the Office.

The Office of the European Union to Hong Kong and Macao reserves the right to give instructions to the Service Provider's staff. These instructions can only be issued by the Head of Office or by the Head of Administration of the Office. These instructions can only relate to the execution of his contract and can under no circumstances involve major changes which would result in the contractor becoming unable to perform the contractual duties.

4. Price

The price offer shall be clear and indicate clearly the price per month (standard time and additional service hour if after regular hours), the number of staff allocated for each task, the list of services to be executed and the cleaning equipment and materials to be provided by the service provider.

Prices must be quoted in Hong Kong Dollars (HKD).

The tenderer should indicate their fees of whatsoever nature that they will charge to the Office. Any other charges not expressly named in the offer will be deemed waived by the tenderer.

Prices shall be fixed and non-negotiable, unconditional, all-inclusive.

Price revision

The price shall be fixed and not subject to revision during the first year of performance of the Contract.

If the contract is renewed, at the beginning of the second and every following year of the contract, the price(s) may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed.

This revision shall be determined by the trend in the consumer price index of Hong Kong.

5. Terms of payment

The Office of the European Union to Hong Kong and Macao shall make monthly payments within 30 days of receipt of an invoice for services rendered.

The award of the contract will be subject to the submission of the Legal Entity Form and Financial Identification Form by the service provider and the validation of these forms by our headquarters in Brussels.

Payments under the contract shall be made by bank transfer to the Service Provider's bank account identified in the Financial Identification Form.

6. Contract Duration

This contract will normally be concluded for a term of 1 (one) year with the possibility to be renewed up to 3 times, each time for a period of execution of tasks of 12 months. Renewal does not imply any modification or deferment of existing obligations.

7. Conditions for participation

Exclusion criteria :

Candidates or tenderers will be excluded from participation in a procurement procedure if:

- (1) 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;

- (2) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (3) they have been guilty of grave professional misconduct proven by any means which the Beneficiary can justify;
- (4) 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 Beneficiary or those of the country where the contract is to be performed;
- (5) 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;
- (6) 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 obligation.

Declaration of no conflicts of interest

Tenderers should declare that :

- (1) 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 affinity, family, emotional life or any other shared interest;
- (2) they 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;
- (3) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- (3) 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, 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.

Means of proof :

In order to demonstrate their eligibility under the "exclusion criteria", tenderers **must signed**, as part of their tender, the declaration of honour attesting the fact that they do not fall under any of the above categories.

Legal position

Any individual or legal person may submit an offer.

The application must make clear the legal status of the tenderer.

Means of proof :

The tenderer **must submit** a **Legal Entity Form** and a **Financial Identification Form** dully filled in, signed and stamped.

Selection criteria

Economic and financial capacity, structure of the company

Tenderers are required to prove that they have sufficient economic and financial capacity to perform the contract.

The annual operating profit of the tenderer must be positive for the last three years.

Staff resources

Tenderer should have at least 1 (one) key person experienced in the management of the cleaning services and at least three years of experience in the related field

8. Evaluation and award criteria

Evaluation

Technical evaluation (100 points)

The technical evaluation will be made by establishing a technical score based on the following criteria:

No	Criteria	Max number of points	Comments
1	Organisation of work	30 points (minimum required 15 points)	The tenderer should outline how the work will be organised and how the cleaning services will be provided without interruptions (sick leave, annual leave, etc)
2	Equipment and materials used	25 points (minimum required 12.5 points)	The tenderer should provide a descriptive list of the equipment and materials to be used.

3	Experience of the cleaners proposed	25 points (minimum required 12.5 points)	The tenderer should provide the professional experience of the cleaners proposed.
4	Regular quality assessment	10 points (maximum 5 points)	The tenderer should describe the method of quality assessment
5	Human resources management	10 points (maximum 5 points)	The tenderer should indicate the approach concerning the salaries, benefits, training, leave, etc

A minimum of 60 points will be required to pass the Technical quality check.

The score will depend on the completeness of relevant information for each of the above mentioned technical criteria.

Financial evaluation (100 points)

The financial evaluation will be performed on the basis of the prices.

It has to be noted that price quoted in HKD will have to be all-inclusive, thus no additional costs may be charged for delivery at the normal places of delivery and schedules listed above.

Award criteria

Priority is given to offers with a good quality / value for money (weight of 70% for quality Q, 30% for the price P). For this reason, the award will be made according to the following rule:

$$\text{Score} = 70 * (Q_i / Q_{\max}) + 30 * (P_{\min} / P_i)$$

The tenders with highest score will be proposed for award of the contract.

The maximum possible score is 100 and will only occur when one offer gets the best technical score and is the cheapest one at the same time.

It is noted that the cheapest price can only be the one of an offer which does not fail to the selection phase

9. Time schedule and procedure

The tender and the documentation must be delivered no later than the Friday 01 March 2013 at 16:00 p.m. (local time) to the following address :

Office of the European Union to Hong Kong and Macao
19/F, St. John's Building
33 Garden Road
Central, Hong Kong

Late offers will not be considered.

The evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip obtained as proof of submission, signed and dated by the receptionist in the Office of the European Union to Hong Kong and Macao who took the delivery.

Tenders (submitted either by post, courier or by hand) must be placed inside a sealed envelope that should be marked as follows : "Invitation to tender – not to be opened by the internal mail department". Inside this envelope, tenders must be placed into two sealed envelopes, one containing the technical specifications and the other the financial offer. Each of these envelopes must clearly indicate the content ("Technical specifications" and "Financial offer").

8. Additional information

Response to the present tender and all further communications shall be written in English.

Tenders must be:

- signed by the tenderer or his duly authorized representative;
- perfectly legible so that there can be no doubt as to words and figures;

The minimum time frame during which the tenderer maintain its tender is 30 days from the deadline stated for receipt of tenders.

Submission of a tender implies acceptance of the terms and conditions set out in the specifications and in the draft contract.

Contacts between the contracting authority and tenderers are prohibited throughout the procedure.

Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed. The tender documentation will be sent free of charge for the Contracting authority.

This invitation to tender is in no way binding on the Office. The Office's contractual obligation commences upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.

Tenderers will be informed whether or not their tender has been accepted.

Information about Service Provider and staff

1 CONTACT PERSON (for this service contract)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

2 STAFF RESOURCES

Please provide the following staff statistics¹ for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ²	Overall	Total for fields related to this contract ²	Overall	Total for fields related to this contract ²
Permanent staff ³						
Other staff ⁴						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

¹ if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members.

² corresponding to the relevant staff in relation with the contract

³ staff directly employed by the Candidate on a permanent basis (i.e., under indefinite contracts)

⁴ other staff not directly employed by the Candidate on a permanent basis (i.e., under fixed-term contracts).

3 EXPERIENCE

Please complete a table using the format below to summarise the major contracts similar to this contract carried out in the course of the past 3 years by the legal entity or entities making this application. The number of references to be provided must not exceed 15 for the entire application.

Name of client	Overall contract value (HKD)	No of staff provided	Dates (start/end)
...
Type of services provided			
...			

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

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

¹ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- 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;
 - i) 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 penalties² 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

Date

Signature

² 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

LEGAL IDENTITY FORM

The Legal Entity Form can be downloaded at the following URL:

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

In addition to the completed form, the successful tenderer must provide the following supporting document:

A copy of an official document (Official Gazette, company register, Articles of Incorporation, etc.) showing the name of the legal entity, the address of the head office and the registration number given to it by the national authorities.

Please include a copy of amendments if changes have occurred since the initial registration.

TENDERER'S FINANCIAL IDENTITY FORM

The successful tenderer is obliged to provide the completed Financial Identity Form accompanied by the relevant supporting documents as indicated in this Annex.

The Financial Identification Form can be downloaded at the following URL:

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

This form contains the contractor's banking information in order for the European Union to be able to make wire transfer payments (following receipt of the contractor's invoice).

The Financial Identification Form must be completed, signed and dated by the Account Holder. Furthermore, it must be certified by the contractor's bank (bank stamp and bank's representative signature is a must).