



European Securities and
Markets Authority

Technical Specifications and monitoring

Catering Services

Invitation to tender n° OJ/05/02/2013-PROC/2013/001

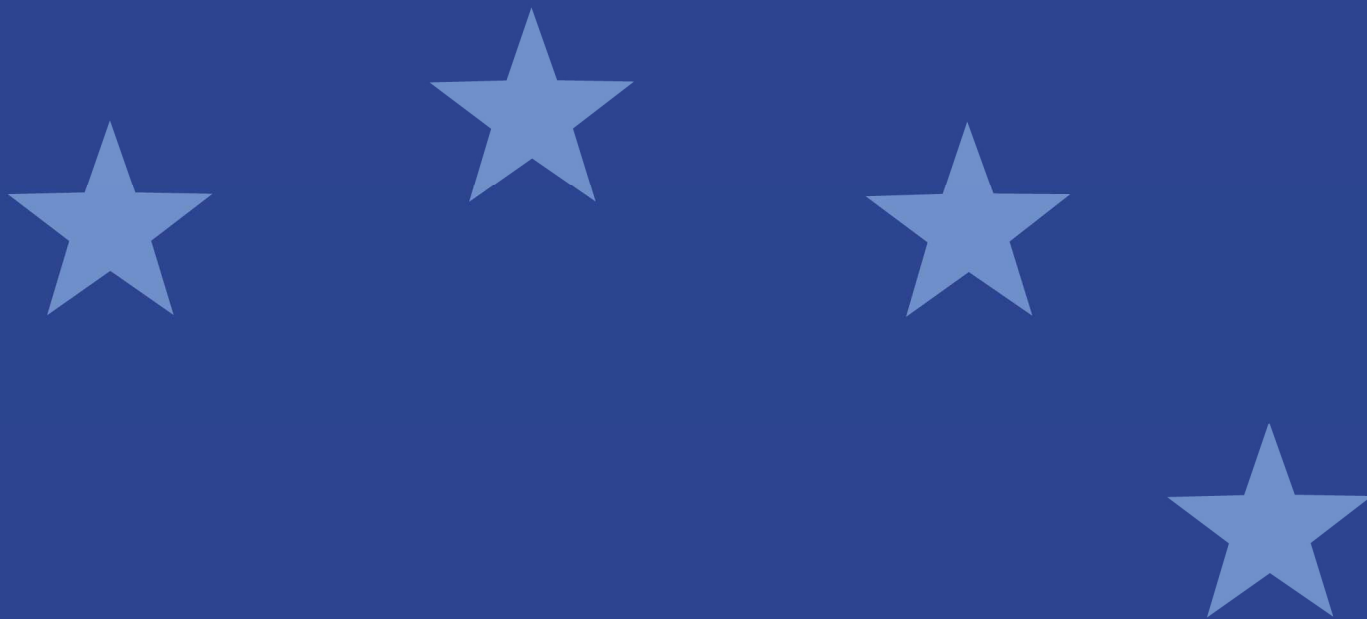


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Introduction to ESMA

ESMA is an independent EU Authority that was established on 1 January 2011. It works closely with the national competent authorities who are members of the European System of Financial Supervision and the other European Supervisory Authorities – the European Banking Authority (EBA) responsible for banking and the European Insurance and Occupational Pensions Authority (EIOPA) responsible for insurance and occupational pensions.

ESMA also contributes to the financial stability of the European Union, in the short, medium and long-term, through its contribution to the work of the European Systemic Risk Board, which identifies potential risks to the financial system and provides advice to diminish possible threats to the financial stability of the Union. ESMA is also responsible for coordinating actions of securities supervisors or adopting emergency measures when a crisis situation arises.

ESMA's mission is to enhance the protection of investors and promote stable and well-functioning financial markets in the European Union (EU). As an independent institution, ESMA achieves this aim by building a single rule book for EU financial markets and ensuring its consistent application across the EU. ESMA contributes to the regulation of financial services firms with a pan-European reach, either through direct supervision or through the active co-ordination of national supervisory activity.

Further information about the Authority can be found on the ESMA website www.esma.europa.eu.

The tender process

The purpose of competitive tendering for awarding contracts is two-fold:

- to ensure the transparency of operations;
- to obtain the desired quality of services, supplies and works at the best possible price.

The applicable regulations, namely directives **92/50/EEC**, **93/36/EEC** and **93/37/EEC**, oblige the ESMA to guarantee the widest possible participation, on equal terms in tender procedures and contracts

1. Overview of this tender

1.1 Description of the contract

The services required by ESMA are described in the terms of reference in [section 2](#) of the present tender specifications.

In drawing up a tender, tenderers should bear in mind the provisions of the draft contract in **Annex I**. In particular, the draft contract indicates the method and the conditions for payments to the contractor. An offer once submitted means that the tenderer has agreed to the conditions of these tender specifications as well as to all terms and conditions set out in the draft contract.

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in these specifications and the invitation to tender. An offer which does not contain all the required information and documentation may be rejected.

1.2 Timetable

Activity	Date	Comments
Launching of tender	05/02/2013	Dispatch of contract notice to the OJ
Site visit and clarification meeting	25/02/2013 at 10.00 a.m. Paris, local time	Tenderers shall indicate their interest in attending before the visit sending latest by 22/02/2013 at 16.00, Paris local time, an email to Procurement: procurement@esma.europa.eu The visit is expected to last at most two hours and only two persons per tender shall attend to the visit.
Deadline for request of clarifications from ESMA	15/03/2013	-
Last date on which clarifications are issued by ESMA	18/03/2013	Five working days before deadline
Deadline for submission of offers	25/03/2013	At 16:00 local time (Paris 12.00h, GMT + 1)
Opening session	03/04/2013	At 10:00 local time
Tasting sessions	-	For Lot 1 and Lot 3 Only applicable to the Tenderers fulfilling the selection criteria Procurement will send 10 days in advance an invitation to the Tenderers fulfilling the selection criteria.

1.3 Participation in the tender procedure

This procurement procedure is open to the natural or legal person wishing to bid for the assignment and established in the EU, the EEA.

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section [3.1](#) of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section [3.2.1](#)).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ESMA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

1.4 Participation of consortia

A consortium may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such grouping (or consortium) 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 (see section [3](#) of these tender specifications). 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

If subcontracting is envisaged, the tenderer must clearly indicate in the tender which parts of the work will be subcontracted. The total value of the subcontracted part of the services cannot represent the total value of the contract value.

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

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

Where no subcontractor is given, the work will be assumed to be carried out directly by the tenderer.

1.6 Presentation of the tender

Tenders must comply with the following conditions:

a) Double envelope system

Offers must be submitted in accordance with the **double envelope system**:

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

- the project title: “**Catering Services**”, **OJ/05/02/2013-PROC/2013/001**;
- the name of the tenderer;
- the indication “**Offer - Not to be opened by the internal mail service**”;
- the address for submission of offers (as indicated in the invitation to tender letter);
- the date of posting (if applicable) should be legible on the outer envelope.

The outer envelope must contain three inner envelopes, namely, Envelopes A, B and C.

The content of each of these envelopes shall be as follows:

1. Envelope A – Administrative documents
 - The signed, dated and duly completed **Tender Submission Checklist** using the template in **Annex IX**;
 - The duly filled in, signed and dated **Exclusion Criteria and Non-Conflict of Interest Declaration(s)** as requested in section [3.1](#) and using the standard template in **Annex II**;
 - The duly filled in, signed and dated **Legal Entity Form(s)** as requested in section [3.2.1](#) and using the standard template in **Annex III** as well as the requested accompanying documents;
 - The duly filled in, signed and dated **Financial Identification Form** using the template in **Annex IV**;
 - Financial and economic capacity documents as requested in section [3.2.2](#);
 - The technical and professional capacity documents as requested in section [3.2.3](#);
 - A statement containing the name and position of the tenderer’s **authorised signatory** in **Annex V**; and
 - In case of consortia, a **consortium agreement** duly signed and dated by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium (please see section [1.4](#) of these tender specifications).
2. Envelope B – Technical proposal
 - One original (unbound, signed and clearly marked as “Original”) and 3 copies (bound and each marked as “Copy”) of the Technical Proposal, providing all information requested in section 4.
3. Envelope C – Financial proposal
 - One signed original and 3 copies of the Financial Proposal, based on the format in found in **Annex VII**.

b) Language

Offers must be submitted in one of the official languages of the European Union. ESMA prefers, however, to receive documentation in English. Nonetheless, the choice of language will not play any role in the consideration of the tender.

1.7 Confirmation of offer submission

In order to keep track of offers due to arrive, tenderers who do not hand deliver their offers are requested to complete and return the form found in **Annex VIII**.

1.8 Contacts between ESMA and the tenderers

Contacts between ESMA and tenderers are prohibited throughout the procedure, except in the following circumstances:

1.8.1 Written clarification before the deadline for submission of offers

Requests for clarification regarding this procurement procedure or the nature of the contract should be done **in writing only** and should be sent by mail, fax or email to:

ESMA
Attn: Procurement Office
CS 60747
103, Rue de Grenelle
75345 Paris Cedex 07
France
email: procurement@esma.europa.eu

Each request for clarification sent to ESMA should indicate the publication reference and the title of the tender.

The deadline for clarification requests is indicated in the timetable under section [1.2](#). Requests for clarification received after the deadline will not be processed.

At the request of the tenderer, ESMA may provide any additional information or clarification resulting from the request for a clarification on the ESMA Procurement webpage:

www.esma.europa.eu/procurement

ESMA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the contract notice or in the tender specifications by publishing a corrigendum on its website.

Tenderers should regularly check the ESMA website for updates.

1.8.2 After the closing date for submission of tenders

If, after the tenders have been opened, any clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, ESMA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

1.9 Visits to ESMA premises

A site visit at ESMA's premises or a meeting is deemed necessary to clarify certain aspects of the tender. The date is specified in the timetable section 1.2.

The tenderers shall indicate their interest in attending before the visit sending an email to Procurement: procurement@esma.europa.eu with subject: OJ/05/02/2013-PROC/2013/001 Catering services/Site visit/Lot(s) [lot(s) you are interested in].

The visit is expected to last at most two hours and only two persons per tender shall attend to the visit.

The costs incurred in attending shall be borne by the tenderer. The dates are indicated in the timetable under section 1.2.

1.10 Tasting sessions

The Evaluation Committee will conduct tasting sessions for Lot 1 and Lot 3. Selection of products to be tested will be precised in the invitation letter.

1.11 Division into Lots

This tender is divided into the following lots:

- Lot 1: Food & catering services
- Lot 2: Vending machines and water fountains
- Lot 3: Coffee machines
- Lot 4: Catering management services (option)

The tenderer may submit a tender for one or more lots. Each lot will form a separate contract and therefore requires the submission of a separate offer. In case a tenderer wins more than one lot, those lots could form just one framework contract.

The nature of the different contracts is as following:

- Lot 1: framework service cascade contract, implemented through purchase orders;
- Lot 2: framework supply contract, implemented through specific yearly contracts;
- Lot 3: framework supply contract, implemented through specific yearly contracts;
- Lot 4: framework service contract, implemented through specific yearly contracts.

The tenderer should be in a position to provide all the services requested under the respective lot(s) for which they wish to apply.

1.12 Variants

Unless otherwise requested in the terms of reference in section 2 of the present specification your tender should not deviate from the services requested.

1.13 Confidentiality and public access to documents

All documents presented by the tenderer become the property of ESMA and are deemed confidential.

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

- Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents; and

- Council Regulation (EC) No. 45/2001 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.

The tender process will involve the recording and processing of personal data (such as a tenderer's name, address and CV). Such data will be processed pursuant to Regulation (EC) No. 45/2001.

Unless indicated otherwise, a tenderer's replies to questions and any personal data requested by ESMA are required to evaluate the tender in accordance with the tender specifications and will be processed solely for that purpose by ESMA. A tenderer is entitled to obtain access to their personal data on request and to rectify any such data that is inaccurate or incomplete.

1.14 Contractual details

A draft contract is attached to these technical specifications as **Annex I**.

ESMA wishes to conclude framework service and supply contracts, as and when required, for a maximum period of 4 years. The framework contracts will be for an initial period of one year renewable 3 times.

For Lot 1, ESMA wishes to conclude a multiple framework contract in cascade to provide catering services as specified under paragraph 2.2. "Description of the services and scope of the Lot 1".

Multiple framework contract in cascade shall be awarded to a maximum of 3 of the best ranked tenderers.

A framework contract with cascade functions as it follows: after evaluating the tender, the contracting authority ranks the tenderers in descending order with a view to establishing the list of contractors and the sequence in which they will be offered work when orders are placed. If the first contractor in the list is unavailable, ESMA may approach the second contractor and so on.

During the cascade mechanism the specifications may not change (e.g. profiles and/or technical annexes must remain the same).

Signature of the framework contract imposes no obligation on ESMA to order services. Only the implementation of the framework contract through purchase orders or specific contracts is binding for ESMA.

Each purchase order or specific contract will contain details of deliverables and timelines for particular services to be provided.

2. Terms of reference

The terms of reference will become an integral part of the contract that may be awarded as a result of this tender procedure.

2.1 Introduction: Background to the invitation to tender

ESMA is an independent EU Authority that was established on 1 January 2011. ESMA contributes to the regulation of financial services firms with a pan-European reach, either through direct supervision or through the active co-ordination of national supervisory activity.

In this context an important activity of the EU authority is the organisation of high level meetings and conferences with experts and representatives from other EU bodies.

In addition ESMA also conducts various internal meetings and trainings, and is expecting to double its workforce by 2013.

The purpose of this tender is to seek for one or several companies which provide full services for the regular meetings and events held in ESMA's office in Paris.

2.2 Description of the services & scope of the Lot 1

2.2.1 Contract objectives and scope

The Contractor shall provide highly professional food & catering services adapted to the international and European audience at ESMA, including top quality, extensive variety of products, covering also specific dietary requirements (i.e. vegetarian, nut or other allergies...).

2.2.2 Description of the workpackages

Package	Title	Description	Expected level of service
A	Coffee break & Beverages for meeting attendants	>> Selection of cold drinks (bottles)	- sodas - fruit juice - water (sparkling and still)
		>> Selection of hot drinks	- espresso - coffee (caffeine + caffeine free) - tea
		>> Confectionery	- biscuits - chocolate bars - cakes - cookies
		>> Selection of consumables	- wooden stirring sticks - cups, recycled material preferred - napkins - white sugar stick or sachets - brown sugar stick or sachets - sweeteners stick or sachets - milk doses
		>> Equipment requirements	- coffee machines - trays - trolleys - table cloth

Package	Title	Description	Expected level of service
			<ul style="list-style-type: none"> - glassware - china tableware - other relevant equipment and accessories
B	Breakfast for meeting attendants	>> Selection of water & beverages (bottles)	<ul style="list-style-type: none"> - sodas - fruit juice - water (sparkling and still)
		>> Selection of hot drinks	<ul style="list-style-type: none"> - espresso - coffee (caffeine + caffeine free) - tea
		>> Confectionery	<ul style="list-style-type: none"> - biscuits - chocolate bars - cakes - cookies
		>> Viennoiserie, fruits and pastries	<ul style="list-style-type: none"> - assortment of mini viennoiserie - donuts - season fruits
		>> Selection of consumables	<ul style="list-style-type: none"> - wooden stirring sticks - cups, recycled material preferred - napkins - white sugar sticks or sachets - brown sugar sticks or sachets - sweeteners sticks or sachets - milk doses
>> Equipment requirements	<ul style="list-style-type: none"> - coffee machines - trays - trolleys - table cloth - glassware - china tableware - other relevant equipment and accessories 		
C	Fingerfood (above 11 attendants)	>> Selection of sandwiches & fingerfood composed	<ul style="list-style-type: none"> - mixed sandwiches - bretzel - wraps - pastries, « petits fours »
		>> Selection of water & beverages (bottles)	<ul style="list-style-type: none"> - sodas - fruit juice - water (sparkling and still) - wine on request (75cl bottles)
		>> Equipment requirements	<ul style="list-style-type: none"> - trolleys - trays - glassware - china tableware - table cloth - other relevant equipment and accessories
		>> Selection of consumables	<ul style="list-style-type: none"> - napkins - pepper (sachets) - salt (sachets) - ketchup (sachets) - mustard (sachets) - mayonnaise (sachets)

Package	Title	Description	Expected level of service
D	Warm lunch (buffet) (above 11 attendants)	>> Warm buffet composed of (per attendant) :	- 1 starter - salad - 1 protein dish (2 options) - 2 side dishes (vegetables and starches) - 1 dairy product (yogurt or cheese) - desserts/fruits - bread
		>> Selection of water & beverages (bottles)	- sodas - fruit juice - water (sparkling and still) - wine on request (75cl bottles)
		>> Equipment requirements	- trolleys - trays - wooden or stainless steel cutlery (forks, knives, spoons...) - glassware - china tableware
		>> Selection of consumables	- napkins - pepper (sachets) - salt (sachets) - ketchup (sachets) - mustard (sachets) - mayonnaise (sachets) - vinaigrette (sachets or bottles)
E	Cold lunch (buffet) (above 11 attendants)	>> Cold buffet composed of	-1 starter -salad -1 protein dish -2 side dishes (vegetables and starches) -1 dairy product (yogurt or cheese) -desserts/fruits -bread
		>> Selection of water & beverages (bottles)	- sodas - fruit juice - water (sparkling and still) - wine on request
		>> Equipment requirements	- trolleys - wooden or stainless steel cutlery (forks, knives, spoons...) - glassware - china tableware
		>> Selection of consumables	- napkins - pepper (sachets) - salt (sachets) - ketchup (sachets) - mustard (sachets) - mayonnaise (sachets) - vinaigrette (sachets or bottles)
F	Boxed Lunches & food trays	>> Selection of meals	-1 starter -1 protein dish -1 side dishes (vegetables and starches) -1 dairy product (yogurt or cheese) -desserts/fruits -bread

Package	Title	Description	Expected level of service
		>> Selection of water & beverages (bottles)	- sodas - fruit juice - water (sparkling and still) - wine on request
		>> Equipment requirements	- wooden or stainless steel cutlery (forks, knives, spoons...) - glassware
		>> Selection of consumables	- napkins - pepper (sachets) - salt (sachets) - ketchup (sachets) - mustard (sachets) - mayonnaise (sachets) - vinaigrette (sachets or bottles)

2.2.3 Outline of the services required

Please note that ESMA does not have sufficient on site facilities for cleaning/cooking etc. Therefore all meals/drinks etc. should be delivered fully prepared and all equipment used (incl. plates, glasses etc.) collected unclean.

The above-mentioned should therefore be taken into consideration during the preparation of the financial offer which should present a price per package/participant and should include all costs necessary to deliver the services as described below.

□ **Supply and delivery:**

- ESMA will send to the contractor (on a weekly basis) the meetings details for the forthcoming week. The contractor shall arrange for the supply in accordance. Updates are possible until 24 hours in advance of the initial meeting date.
- Breakfast and other coffee breaks:
 - Delivery shall be performed in the morning, at the latest 30 minutes before the meeting starts.
- Lunch:
 - Delivery shall be performed in the morning at the latest 30 minutes before the lunch. Please note that the installation duration may vary depending on the number of participants and type of event.
- Delivery will be mainly performed in ESMA premises, in the relevant place according to ESMA staff indications for breakfasts, coffee breaks and lunches. Exceptional deliveries may be requested outside ESMA premises, in the metropolitan area of Paris.
- Removal of equipment and materials from all events shall be performed in the same day at the end of the event. As an indication please note that events take place between 8am until 7pm. The surface used to place food and drinks should be left clean and tidy.

□ **Food quality & variety:**

- Use of best, seasonal ingredients,
- Traceability of ingredients required (e.g. meat, fish, allergen ingredients),
- Proposal of at least 1 vegetarian, 1 meat, 1 glutenfree option at order,
- Organic and fair trade food to be promoted,
- Periodic rotation of menus (at least once a month).

□ **Equipment:**

- The contractor shall provide all equipment necessary to carry out the services including fish and dish, trolleys, dishware, tableware, cutlery and drinkware, etc.
- The contractor shall provide and allow for a signage (in English) explaining every dish composition and the main ingredients (allergen and origin of products included).
- Electrical and hot equipment must respect the applicable European and local regulation.
- Replacement of defectuous or obsolete equipment shall be performed immediately to ensure the service continuity.

- ❑ **Consumables:**
- The contractor shall provide all consumables necessary to carry out the services as described in the 2.2.2 table above.

- ❑ **Personnel:**
- The contractor shall provide all required on site personnel necessary in order to carry out the requested services including all costs (see annex VII).
- Personnel shall be trained, service-oriented minded and basic users in English.
- The contractor shall determine a single point of contact to liaise with ESMA staff.

- ❑ **Transport:**
- The contractor shall provide all transport costs including delivery in the place of performance & collection from the disposal point.

- ❑ **Recycling:**
- The contractor should follow these guidelines:
 - minimal packaging
 - minimal environmental hazards
 - maximum energy efficiency
 - maximum usage of recycling material
- Where beverages are supplied (i.e. water, cola, orange juice etc.) the bottles provided should be reusable / recyclable.

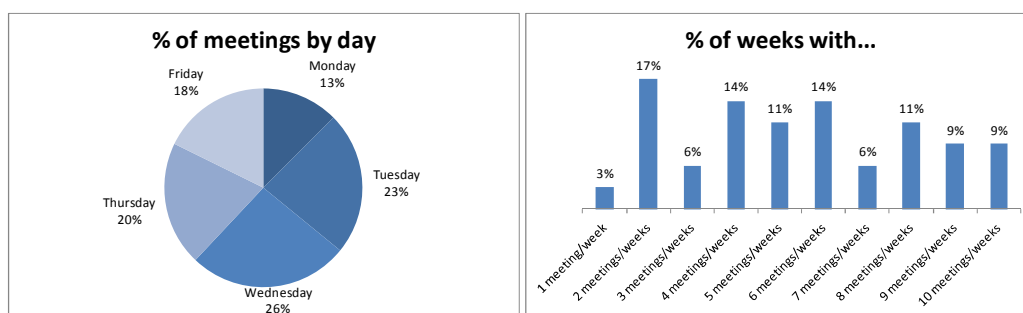
- ❑ **Invoicing:**
- The contractor shall provide detailed invoices including the following information:
 - the number of menus served by type (e.g. fingerfood, hot lunch, etc.), by range of attendants number (e.g. between 1 and 5, etc.) and by day,
 - the number of breakfasts served by day,
 - the number of coffee breaks served by day,
 - the purchase order numbers linked to the events.
- Invoices shall be sent monthly (before the 5th of each month).
- The contractor shall define a single point of contact in their Finance department to liaise with ESMA staff.
- Invoicing shall be performed accordingly to draft contract Article II.15.

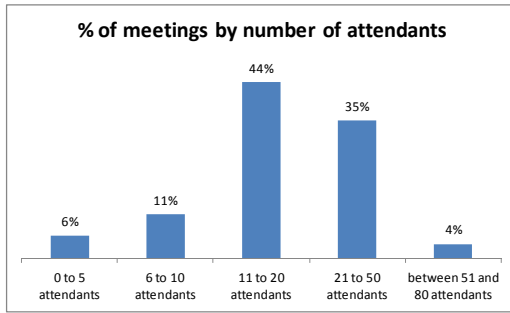
- ❑ **Purchase order workflow:**
- A. Request for offer
 - ESMA will place a request for offer by email for each catering event.

- The contractor is obliged to respond by email with a quotation within a maximum of 48 hours, confirming the availability.
 - Should the contractor be unable to provide services as requested, the request will be cascaded to the contractor ranked next in order.
- B. Placement of order
- ESMA will place an order according to the offer received or based on the financial proposal of the framework contract. For order template, see Annex I (b) of the framework cascade service contract.
 - The contractor is obliged to sign (by a legal representative) and return (by fax, email or in person) the order within 24 hours confirming the availability. The original signed order shall be sent through normal mail or delivered by hand to ESMA.
- **Performance management:**
- Quarter reviews of contract:
- Customer satisfaction survey (to be organised by contractor) and evaluation report,
 - Choice of menus for the next quarter,
 - Quality, quantity and delivery issues,
 - Health, Safety, Environment performance.
- **Exclusion:**
- Are not included in this lot:
- Waiter services.

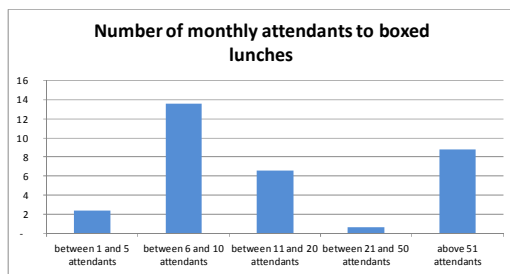
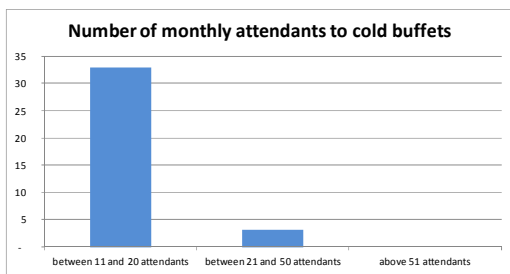
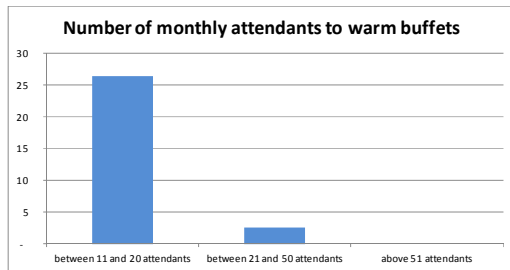
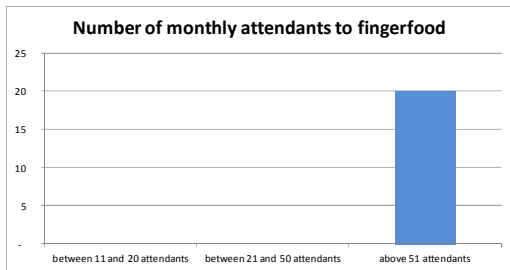
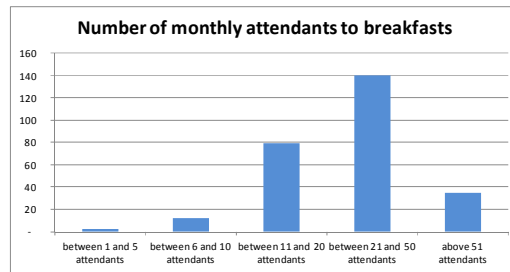
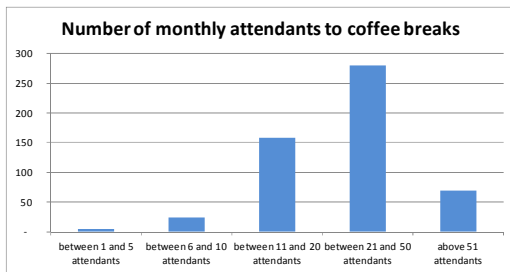
2.2.4 Market Volume

The following figures are given for information only. They correspond to the year 2011, and are not binding for the next years.





Hereafter are assessed the maximum numbers of attendants by package of Lot 1, on a monthly basis. These are not binding figures.



2.3 Description of the services & scope of the Lot 2

2.3.1 Contract objectives and scope

The Contractor shall supply vending machines, water fountains and other related supplies adapted to the international and European audience at ESMA, including an extensive variety of products and highly professional assistance service.

2.3.2 Description of the workpackages

Package	Title	Description	Expected level of service	Payment charge
A	Vending machine (snacks+cold drinks+confectionery)	>> Selection of snacks	- crisps - crackers - peanuts	>> Consumables will be paid : 100% by the consumer
		>> Selection of confectionery	- chocolate bars - cookies - cakes	
		>> Selection of cold drinks (bottles)	- sodas - fruit juice - water (sparkling and still)	
		>> Selection of cold drinks (cans)	- sodas - fruit juice	
		>> Refrigerated	temperature range 1°-7°c for the drinks compartment (if any)	
		>> Provided with recycling bin (optional)	cans and plastic bottles	
		>> Standard – 135 items >> Minimum – 45 items >> Maximum – 225 items	must be suited for 70 people in average per floor	
		>> Variety of snacks, confectionery and bottles	minimum of: - 6 choices of snacks - 6 choices of confectionery - 1 choice of bottled cold drinks - 5 choices of canned cold drinks	
		>> Rented (free deposit)	mandatory	
		>> Must enable cash payment system, key in option	mandatory supply of keys for 200 people in option	
B	Supply and service of water fountains.	>> Water fountain	- network fed, filtered water fountains - column model - charcoal filtering system	>> Consumables will be paid: 100% by the employer
		>> Rental (free deposit)	mandatory	
		>> Full maintenance	Mandatory	
		>> Cold water	between 2°c and 12°c	
		>> Ambient water	-	
		>> Provided with recycling bin (option)	for cups	

Package	Title	Description	Expected level of service	Payment charge
		>> Cups	cups, recycled material preferred	

2.3.3 Outline of the services required

□ **Equipment:**

- The contractor shall provide all equipment necessary to carry out the services including vending machines, water fountains, etc.
- Electrical and hot equipment must respect the applicable European and local regulation; in particular, equipment must wear the CE label.
- Dimensions of vending machine must not exceed: l 75cm x h 200cm x d 90cm; weight inferior to 350kg (empty).
- Electrical consumption of vending machine: max 400W.
- Noise produced by the equipment shall be minimal.
- The location, quantity of products/machines and other uncovered requirements regarding the packages included in this Lot are given below.

Vending machine (snacks+cold drinks+confectionery) and Water fountains location and quantity

Location	NEEDS	QUANTITY OF MACHINES
Basement floor	•N/A	0
1st floor	•Water fountains	2 (détente room and cafeteria)
3rd floor	•Water fountains	1
4th floor	•Water fountains	1 (cafeteria)
	•Vending machine	1 (cafeteria)
6th floor	•Water fountains	1

□ **Consumables:**

- The contractor shall provide all consumables necessary to carry out the services including cups (recycled material preferred), etc.
- All packages must fully integrate consumables re-supplying and maintenance activities. The restocking frequency is left at the contractor's discretion in order to avoid any shortage. Extra re-supplying may be requested by ESMA if necessary.

□ **Personnel:**

- The contractor shall provide all required personnel/staff necessary in order to carry out the requested services including all costs (see Annex VII).
- Personnel shall be trained, service-oriented minded.
- The contractor shall determine a single point of contact to liaise with ESMA staff.

□ **Transport:**

- The contractor shall provide all transport costs including delivery & collection.
- **Recycling:**
 - The contractor should follow these guidelines:
 - minimal packaging
 - minimal environmental hazards
 - maximum energy efficiency
 - maximum usage of recycling material
 - Where beverages are supplied (i.e. water, cola, orange juice etc.) the bottles provided should be reusable / recyclable.
- **Installation:**
 - The contractor shall allow for the installation of the machines.
 - It includes all water, sewage and electrical connection works also through partitioning and walls.
- **Maintenance & re-supply activities:**
 - The contractor shall re-supply the consumables and diverse products according to ESMA consumption. Therefore, the frequency of resupply must be adapted in order to avoid shortage of products.
 - The contractor must proactively manage and monitor the installed machines and /or any related services during working days and hours.
 - In addition the contractor shall:
 - dispose of all expired items,
 - renew the uneaten products (r.f. vending machine package). In that case the contractor shall ask for ESMA agreement before introducing a new item,
 - to restock, maintain and clean the machines in accordance with the applicable hygiene regulations, (the frequency will be defined following a conception meeting with the successful tenderer),
 - provide the necessary repairs, checks, transfers, labour, and spare parts to ensure the good functioning of the installation,
 - provide all required machine settings,
 - remove the used or out of order equipment within 24 hours (working days) and replace them within 5 working days,
 - respect the applicable security regulations,
 - takeover and install the equipment.
- **Payment management:**
 - The contractor shall ensure the correct working of the payment system.
 - The contractor must ensure cash is regularly and safely removed from the machines as soon as required.
 - If a key payment system is provided on the vending machine, the contractor shall ensure the distribution of keys to all ESMA employees and consultants, the renewal of lost keys and the management of any issue linked to the key payment system.

□ **Reporting and invoicing:**

- The contractor must provide yearly invoices leasing and maintenance (see annex VII) with the following information:
 - the schedule of maintenance visits to be performed during the year,
 - the reference to the specific contract number.
- The contractor shall define a single point of contact in their Finance department to liaise with ESMA staff.
- Invoicing shall be performed accordingly to draft contract Article II.15.

□ **Specific contract and purchase orders:**

- ESMA will place a specific contract and orders based on the financial proposal of the framework contract.
- For specific contract and order workflow, see Article 1.4.1 of the framework supply contract template.
- For specific contract and order templates, see Annex I (b) of the framework supply contract template.

□ **Exclusion:**

- Energy and utility supply

2.4 Description of the services & scope of the Lot 3

2.4.1 Contract objectives and scope

The Contractor shall supply coffee machines and related supplies adapted to the international and European audience at ESMA, including an extensive variety of products and highly professional assistance service.

2.4.2 Description of the workpackages

Package	Title	Description	Expected level of service	Payment charge
A	Supply and service of coffee machines	>> Selection of coffee	Different types of caffeine and caffeine-free coffee by capsule or in grains	>> Consumables will be paid: 100% by the employer
		>> Selection of tea	Different types of teine and teine-free by doses or sachets	
		>> Selection of hot drinks	- Espresso - Long Coffee - Hot water	
		>> Rental	- Rental of small coffee machine - Rental of table and tower coffee machine with cupboard for consumables in option	
		>> Full maintenance	According to the paragraph 2.4.3 Outline of the services required	
		>> Technical requirements	<u>Table and tower machine:</u> - Capacity: minimum 80 cups / day - Steam feeding - Fully automatic machine - Prepares a minimum of two cups of coffee at once - Hot water feeding for making teas and instant drinks - Rinsing function - Automatic anti-encrustation program <u>Small machine:</u> - Compatible with table and tower machine doses	
		>> Selection of consumables	- wooden stirring sticks - small and medium cups, recycled material preferred - white sugar sticks or sachets - brown sugar sticks or sachets - sweeteners sticks or sachets - milk doses	

2.4.3 Outline of the services required

□ **Equipment:**

- The contractor shall provide all equipment necessary to carry out the services including coffee machines, etc.
- Electrical and hot equipment must respect the applicable European and local regulation; in particular, equipment must wear the CE label.
- Noise produced by the equipment shall be minimal.
- The location, quantity of products/machines and other uncovered requirements regarding the packages included in this Lot are given below.

Coffee machines location and quantity

Location	NEEDS	QUANTITY OF MACHINES
Basement floor	•N/A	0
1st floor	•Table or tower coffee machines	2 (détente room and cafeteria)
	•Small coffee machine	1 (meeting room)
3rd floor	•Table or tower coffee machines	1
4th floor	•Table or tower coffee machines	2 (cafeteria)
5th floor	•Small coffee machine	1 (meeting room)
6th floor	•Table or tower coffee machines	1
	•Small coffee machines	2 (meeting rooms)

Coffee and tea consumption

	2013	2014	2015	2016
Average consumption of coffee per employee and per day	2,0			
Average consumption of tea per employee and per day	0,5			
# of employees + consultants	150	210	240	260
Average working days	220			

Total # of coffees per year	66 000	92 400	105 600	114 400
Total # of teas per year	16 500	23 100	26 400	28 600

These figures are projection based on 2012 consumption and are only meant for information purposes.

□ **Consumables:**

- The contractor shall provide all consumables necessary to carry out the services including different sizes of cups for water and coffee dispensers (recycled material preferred), caps, cup holders, coffee capsules or grains, tea doses or sachets, brown/white sugar, sweeteners, stirrers, milk doses, etc.

□ **Personnel:**

- The contractor shall provide all required personnel/staff necessary in order to carry out the requested services including all costs (see Annex VII).
- Personnel shall be trained, service-oriented minded.
- The contractor shall determine a single point of contact to liaise with ESMA staff.

□ **Transport:**

- The contractor shall provide all transport costs including delivery & collection.

□ **Recycling:**

- The contractor should follow these guidelines:
 - minimal packaging
 - minimal environmental hazards
 - maximum energy efficiency
 - maximum usage of recycling material

□ **Installation:**

- The contractor shall allow for the installation of the machines.
- It includes all water, sewage and electrical connection works also through partitioning and walls.

□ **Maintenance & re-supply activities:**

- The contractor shall re-supply the consumables and diverse products according to ESMA purchase orders. Delivery shall occur not beyond 24 hours after the order is signed by both parties. Management of express requests will be appreciated.
- The contractor must proactively manage and monitor the installed machines and /or any related services during working days and hours. Any intervention shall be communicated in advance to ESMA in order to check the feasibility and provide access to the authorised contractor's staff.
- In addition the contractor shall:
 - restock, maintain and clean the machines in accordance with the applicable hygiene regulations, (the frequency will be defined following a conception meeting with the successful tenderer),
 - provide the necessary repairs, checks, transfers, labour, and spare parts to ensure the good functioning of the installation,
 - provide all required machine settings,
 - provide all necessary information to ESMA relative to the good operation of the machines,
 - remove the used or out of order equipment within 24 hours (working days) and replace them within 5 working days,
 - respect the applicable safety regulations,
 - takeover and install the equipment.

□ **Reporting and invoicing:**

- The contractor must provide:
 - A. yearly invoices leasing and maintenance (see annex VII) with the following information:
 - The schedule of maintenance visits to be performed during the year,
 - The reference to the specific contract number.
 - B. monthly invoices for consumables (see annex VII) with the following information:
 - the number of consumables supplied per month,
 - the purchase order numbers.
- Invoices shall be sent before the 5th of the month.
- The contractor shall define a single point of contact in their Finance department to liaise with ESMA staff.
- Invoicing shall be performed accordingly to draft contract Article II.15.
- **Specific contract and purchase orders:**
 - ESMA will place a specific contract and orders based on the financial proposal of the framework contract.
 - For specific contract and order workflow, see Article 1.4.1 of the framework supply contract template.
 - For specific contract and order templates, see Annex I (b) of the framework supply contract template.
- **Exclusion:**
 - Energy and utility supply

2.5 Description of the services & scope of the Lot 4

2.5.1 Contract objectives and scope

This is an optional Lot.

The Contractor shall provide highly professional management and operational services in support of ESMA Logistics staff relative to the management of other lots.

2.5.2 Description of the workpackages

Package	Title	Description	Expected level of service
A	Continuous activities	>> Supervision of proper setting of meetings and lunches	- smooth management of issues - no delay in food delivery
		>> Liaison with contractors in case of issues: food quality, delivery delays, etc.	
		>> Preparation of purchase orders <u>on behalf of ESMA, according to 2.2.3 paragraph "Purchase order workflow"</u>	- correct and timely preparation of purchase orders - smooth management of workflow - liaison with contractors to solve issues
		>> Check and analysis of reporting and invoicing	- compliance of reporting and invoicing, alert on gaps
		>> Check of supply quantity and inventory of consumables	- no shortage of supplies
		>> Request for re-supply of vending and coffee machines	
		>> Request for maintenance of vending, coffee machines and water fountains	- quick resolution of maintenance issues with contractor
		>> Preparation and checking of meeting rooms before meetings: water bottles, napkins, pastries	- meeting room ready for the meetings
		>> Re-supply of coffee machines with consumables	- machines always fed
B	Spot activities	>> Additional support in case of contemporaneous meetings in the premises: preparation, supervision, etc.	- smooth management of contemporaneous meetings

2.5.3 Outline of the services required

The contractor shall provide additional services aiming at optimizing the management of other lots.

□ Job description

- The contractor's staff will act on behalf of ESMA to manage all administrative and operational duties in relationship with catering and food services.
- Personnel shall be trained, service-oriented minded and advanced user in English.
- The contractor must provide detailed reports about:
 - Lot 1 activity,
 - Lot 2 activity,
 - Lot 3 activity.

- This report shall be sent monthly (before the 5th of each month), and be available in electronic form.

□ **Time schedule**

- The service is required according to the legal weekly working time, but according to the necessity of the service a flexibility is required between the 7am-7pm time range.
- A planning shall be defined in accordance to the meeting prevision for the week.
- Working day table for 2013 is attached below. For forthcoming years, tables will be communicated yearly.
- Please note that ESMA applies the following holidays which are different from the national bank holidays. In this respect services rendered during the French national holidays will be paid as regular working time.

1 January	Tuesday, New Year's Day
2 January	Wednesday, the day following New Year's Day
28 March	Maundy Thursday / Holy Thursday
29 March	Good Friday
1 April	Easter Monday
1 May	Wednesday, Labour Day
9 May	Thursday, anniversary of the declaration made by President Robert Schuman in 1950 and Ascension Day
10 May	Friday, the day following Ascension Day
20 May	Whit Monday
15 August	Thursday, Assumption Day
16 August	Friday, the day following Assumption Day
1 November	Friday, All Saints' Day
24 December to 31 December	Tuesday (6 end-of-year days) to Tuesday
Total: 18 days	

- Extra presence may be requested to the contractor 24 hours in advance.

□ **Personnel:**

- The contractor shall provide all required personnel/staff necessary in order to carry out the requested services including all costs. The contractor shall ensure the personnel may be replaced as soon as possible if needed.
- As a rule, ESMA will send its request for personnel to the contractor at least five working days prior to the foreseen starting date.
- A minimum of three and a maximum of five CVs of candidates shall be submitted. ESMA will have the right to invite one or more of the proposed candidates for interviews and tests at its premises. ESMA will inform the contractor of its decision concerning the proposed candidates within a reasonable timeframe prior to the planned starting date.
- A focal point concerning the provision of personnel will have to be appointed from both parties (ESMA and contractor). The focal points need to be fluent in English. In addition, the contractor has to provide a contact who could respond to questions regarding national law.
- In case the personnel do not meet ESMA's requirements, ESMA leave themselves the possibility to ask for a replacement following the procedure above. The contractor has

three working days calculated from the day of ESMA's request to provide ESMA with CVs of new candidates matching the requested profile.

- The contractor shall report to ESMA's staff and will be under the supervision of a designated person.

□ **Invoicing:**

- Invoices shall be sent monthly (before the 5th of each month). The invoices shall report the following information:
 - the reference to the specific yearly contract,
 - the working hours performed during the month.
- Timesheet shall be provided in advance for approval by ESMA.
- The contractor shall define a single point of contact in their Finance department to liaise with ESMA staff.
- Invoicing shall be performed accordingly to draft contract Article II.15.

□ **Specific contract and purchase orders:**

- ESMA will place a specific contract and orders based on the financial proposal of the framework contract.
- For specific contract and order workflow, see Article 1.4.1 of the framework service contract template.
- For specific contract and order templates, see Annex I (b) of the framework service contract template.

2.6 Duration of the contracts

ESMA wishes to conclude framework service and supply contracts, as and when required, for a maximum period of four years. The framework contract will be for an initial period of one year renewable three times.

2.7 Place of performance of the contracts

All the required services must be delivered at the ESMA headquarters in Paris, France and in the metropolitan area of Paris.

2.8 Reference documents

Not applicable.

2.9 Prices

2.9.1 Currency of tender

Prices must be quoted in Euro.

The Financial Proposal Form in **Annex VII** must be used to submit a tender.

2.9.2 All-inclusive prices

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation, maintenance, travel, subsistence, etc). No expenses incurred in the performance of the services will be reimbursed separately by ESMA.

2.9.3 Price revision

□ **Lot 1:**

Prices submitted in response to this tender shall be fixed and not subject to revision for orders concluded during the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Contract became effective.

This revision shall be determined by the trend in the national indices relative to food wholesale prices and labour in hotel and catering sector issued by INSEE.

$$P_r = P_o [0.20 + 0.30 (I_{\text{food } r} / I_{\text{food } o}) + 0.50 (I_{\text{labour } r} / I_{\text{labour } o})]$$

Where:

P_r = Revised price

P_o = Price in the original tender

I_r = Index for the month corresponding to the final date of receipt of the letter requesting a revision of prices

I_o = Index for the month corresponding to the date of signature of this framework contract

I_{food} = Index of food wholesale prices according to INSEE #1617114

I_{labour} = Index of labour in hotel and catering sector according to INSEE #1567434

Should this trend be superior to 3%, a maximal increase of 3% may be applied.

□ **Lot 3:**

Prices submitted in response to this tender shall be fixed and not subject to revision for orders concluded during the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Contract became effective.

This revision shall be determined by the trend in the national indices relative to exotic food prices issued by INSEE.

$$P_r = P_o [0.60 + 0.40 (I_{\text{exotic } r} / I_{\text{exotic } o})]$$

Where:

P_r = Revised price

P_o = Price in the original tender (for the first renewal), Price of the last renewal (for the following ones)

$I_{\text{exotic } r}$ = Index of imported exotic food prices (coffee, cacao, tea) according to IN-SEE #000810640 for the month corresponding to the final date of receipt of the letter requesting a revision of prices

$I_{\text{exotic } o}$ = Index of imported exotic food prices (coffee, cacao, tea) according to IN-SEE #000810640 for the month corresponding to the date of signature of this framework contract (first renewal), for the month corresponding to the last renewal (for the following ones)

Should this trend be superior to 3%, a maximal increase of 3% may be applied.

□ **Lots 2 and 4:**

Prices shall be fixed and not subject to revision for the duration of the contract (4 years).

2.9.4 Costs involved in preparing and submitting a tender

ESMA will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.

2.9.5 Protocol on the Privileges and Immunities of the European Union

ESMA is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred, such as value added tax (VAT), pursuant to the provisions of articles 3 and 4 of the Protocol on Privileges and Immunities of the European Union. Tenderers must therefore quote prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

2.9.6 Payments

Payments under the contract shall be executed only if the contractor has fulfilled all their contractual obligations by the date on which the invoice is submitted, including specified deliverables. See draft contract Article I.4 for details.

2.9.7 Financial guarantees

ESMA may require a pre-financing guarantee or a performance guarantee from the Contractor chosen as a result of this tendering procedure. When such guarantee is requested, the specific conditions related to the provision of a guarantee are included in the draft contract (Annex I). The costs for the guarantee shall be borne by the Contractor.

3. Exclusion and selection criteria

3.1 Exclusion criteria

Tenderers shall be excluded from participation in procurement procedure if they are in any of the following situations:

- a) 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 or persons having power of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) have been guilty of grave professional misconduct proven by any means which ESMA can justify;
- d) 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 France or those of the country where the contract is to be performed;
- e) they or persons having power of representation, decision making or control over them have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's 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.

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

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by ESMA as a condition of participation in the procurement procedure or fail to supply this information.

Declaration and means of proof

All tenderers must certify that they are not in any of the situations listed above by completing and signing the attached Exclusion Criteria & Non-Conflict of Interest Declaration in **Annex II**.

The tenderer to whom the contract is to be awarded shall provide in addition, within 15 days following the notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e), a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to 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.

3.2 Selection criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

3.2.1 Legal capacity

Requirement

A tenderer is asked to prove that they are authorised to perform the contract under the 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.

Evidence required

The tenderer shall provide a duly filled in and signed Legal Entity Form (see **Annex III**) accompanied by the documents requested therein.

(Where the tenderer has already signed another contract with ESMA, they may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime).

3.2.2 Economic and financial capacity

Requirement

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

Evidence required

Proof of economic and financial capacity shall be furnished by the following documents:

- 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);
- a statement of overall turnover and turnover concerning services/supplies covered by the contract during the last three financial years.

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

The Authority reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a tenderer's economic and financial standing.

3.2.3 Technical and professional capacity

Requirement(s)

The tenderer's technical and professional capacity will be evaluated using the following criteria:

- A) Suitability of the organisation and staffing structure available for the activities covered by the contract;
- B) Relevant qualifications in the fields of catering services and supply of the tenderer and any proposed subcontractor.

Evidence required

The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria:

- A) Details of the structure of the organisation (including the number of staff) and relevant subcontractors;
- B) Professional accreditations or references held by the tenderer and relevant subcontractors; CVs of the key resources to manage the services (preferably using the template in **Annex VI**), covering work experience, education and training, organisational and professional skills;
- C) A list and description of recent activities (in the last 3 years) in the field of Catering services and supply; including 2 examples of contracts related to this tender.

Only tenderers successful after the selection criteria will be invited to the tasting sessions. ESMA will send an invitation at the latest 2 weeks following the opening session (see the article 1.2 Timetable).

4. Award of the contract

Offers are opened and evaluated by a committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are nominated on a personal basis by ESMA under guarantee of impartiality and confidentiality. Each of them has equal voting rights.

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

4.1 Technical proposal

The assessment of technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall contain the following information to allow evaluation of the tender according to the technical criteria mentioned in section [4.2](#):

□ **Lot 1:**

- Description of the proposed supplies, consumables and equipment, including details of food, drinks, sample of menus, rotation of menus (according to the Technical Questionnaires in Annex X);
- Quality of food after the tasting event; tenderers passing the exclusion and selection criteria will be invited by ESMA to a tasting session, including a sample of a proposed set up for each workpackage. It is expected that the session will take place within 2 weeks from the opening (see 1.2 of this tender).
- Description of the proposed methods to ensure the service levels defined in the Terms of reference, including details of the Quality insurance management system and the customer care management;
- Description of the organisation and profiles proposed for the management of the services, including the number of staff and subcontractors;
- Relevant documentation proving that rules and regulations are followed in the field of catering services;
- Description of environmentally friendly practises and working methods in their company.

□ **Lot 2:**

- Description of the proposed supplies, consumables and equipment, including details of food and drinks (according to the Technical Questionnaires in Annex XI);
- Description of the proposed methods to ensure the service levels defined in the Terms of reference, in particular the maintenance performed and the response time, including details of the Quality insurance management system and the customer care management;
- Description of the organisation proposed for the management of the services, including the number of staff and subcontractors;
- Relevant documentation proving that rules and regulations are followed in the field of automatic distribution;
- Description of environmentally friendly practises and working methods in their company.

- **Lot 3:**
 - Description of the proposed supplies, consumables and equipment (according to the Technical Questionnaires in Annex XII);
 - Quality of coffee after the tasting event; tenderers passing the exclusion and selection criteria will be invited by ESMA to a tasting session. It is expected that the session will take place within 2 weeks from the opening (see 1.2 of this tender).
 - Description of the proposed methods to ensure the service levels defined in the Terms of reference, in particular the maintenance performed and the response time, including details of the Quality insurance management system and the customer care management;
 - Description of the organisation proposed for the management of the services, including the number of staff and subcontractors;
 - Relevant documentation proving that rules and regulations are followed in the field of catering services;
 - Description of environmentally friendly practises and working methods in their company.

- **Lot 4:**
 - Description of the proposed methods to ensure the service levels defined in the Terms of reference, including details of the Quality insurance management system and the customer care management (according to the Technical Questionnaires in Annex XIII);
 - Description of the organisation and profiles proposed for the management of the services, including the number of staff and subcontractors;
 - Description of environmentally friendly practises and working methods in their company.

Information in the technical proposal must be consistent with the terms of reference and must be signed by the tenderer.

4.2 Technical evaluation

The quality of technical offers will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

LOT 1 Food & catering services			
Criteria 1	Weigh	Criteria 2	Weigh
Technical	60%	Quality <ul style="list-style-type: none"> • Quality and variety of supplies • Quality of food and presentation at tasting session 	40
		Organisation <ul style="list-style-type: none"> • Organisation proposed including the number of staff and subcontractors; • Profiles proposed 	30
		Management	15

		<ul style="list-style-type: none"> • Rules and regulations adherence • Respect of service levels defined in the Terms of reference • Quality insurance management system • Customer care management 	
		Environmental practises <ul style="list-style-type: none"> • Implementation of environmentally friendly practises in the company and for the contract 	15
Economic	40%	Offer competitiveness	

LOT 2 Vending machines and water fountains

Criteria 1	Weigh	Criteria 2	Weigh
Technical	40%	Quality <ul style="list-style-type: none"> • Quality and variety of supplies • Quality of equipment 	40
		Organisation <ul style="list-style-type: none"> • Organisation proposed including the number of staff and sub-contractors 	30
		Management <ul style="list-style-type: none"> • Rules and regulations adherence • Respect of service levels defined in the Terms of reference • Quality insurance management system • Customer care management 	15
		Environmental practises <ul style="list-style-type: none"> • Implementation of environmentally friendly practises in the company and for the contract 	15
Economic	60%	Offer competitiveness	

LOT 3 Coffee machines

Criteria 1	Weigh	Criteria 2	Weigh
Technical	60%	Quality <ul style="list-style-type: none"> • Quality of supplies • Quality of equipment • Quality of coffee at tasting session 	50
		Organisation <ul style="list-style-type: none"> • Organisation proposed including the number of staff and sub-contractors 	20
		Management <ul style="list-style-type: none"> • Rules and regulations adherence • Respect of service levels defined in the Terms of reference • Quality insurance management system • Customer care management 	15
		Environmental practises <ul style="list-style-type: none"> • Implementation of environmentally friendly practises in the company and for the contract 	15
Economic	40%	Offer competitiveness	

LOT 4 Catering management services

Criteria 1	Weigh	Criteria 2	Weigh
Technical	60%	Organisation <ul style="list-style-type: none"> Profiles proposed Organisation proposed including the number of staff and sub-contractors 	50
		Management <ul style="list-style-type: none"> Rules and regulations adherence Respect of service levels defined in the Terms of reference Quality insurance management system Customer care management 	40
		Environmental practises <ul style="list-style-type: none"> Implementation of environmentally friendly practises in the company and for the contract 	10
Economic	40%	Offer competitiveness	

Only tenders scoring **70 points** or more (of a maximum of 100) points against the technical award criteria will have their financial proposal evaluated.

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

4.3 Financial proposal

The financial proposal should be presented in the format found in **Annex VII**.

4.4 Financial evaluation

The financial proposal will be assessed according to the prices offered in **Annex VII**.

The following weighting will be used to define the cheapest price:

LOT 1 Food & catering services

Package	Title	Item	Weigh
A	Coffee break & Beverages for meeting attendants	Average price for package A	50%
B	Breakfast for meeting attendants	Average price for package B	25%
C	Fingerfood	Average price for package C	3%
D	Warm lunch (buffet)	Average price for package D	6%
E	Cold lunch (buffet)	Average price for package E	7%
F	Boxed Lunches & food tray	Average price for package F	8%
All	Wines	Average price for wines	1%

Lot 2 Vending machines and water fountains

Package	Title	Item	Weigh
B	Supply and service of water fountains	Water fountain rental, installation and full maintenance	40%
		Consumables	60%

Note: package A is a free service offered by the tenderer, therefore no price is required.

Lot 3 Coffee machines

Package	Title	Item	Weigh
A	Coffee machines	Machines rental, installation and full maintenance	10%
		Coffee and tea doses price	70%
		Consumables price	20%

Lot 4 Catering management services

Package	Title	Item	Weigh
A	Continuous activities	hourly price	95%
B	Spot activities	hourly price	5%

4.5 Choice of the selected tender

The contract will be awarded to the tenderer offering the best value for money, taking into account the awarding criteria listed above. No award criteria and sub-criteria other than those detailed above will be used to evaluate the offer.

The weighting of quality and price will be applied as follows:

Lot 1: Score for Tender X	=	$\frac{\text{Financial score of tender X}}{100}$	x	40	+	$\frac{\text{Technical score of tender X}}{100}$	x	60
Lot 2: Score for Tender X	=	$\frac{\text{Financial score of tender X}}{100}$	x	60	+	$\frac{\text{Technical score of tender X}}{100}$	x	40
Lot 3: Score for Tender X	=	$\frac{\text{Financial score of tender X}}{100}$	x	40	+	$\frac{\text{Technical score of tender X}}{100}$	x	60
Lot 4: Score for Tender X	=	$\frac{\text{Financial score of tender X}}{100}$	x	40	+	$\frac{\text{Technical score of tender X}}{100}$	x	60

4.6 No obligation to award

Completing the procedure of the call for tenders in no way imposes on ESMA an obligation to award the contract. ESMA shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall ESMA be liable when deciding not to award the contract.

4.7 Notification of outcome

Each tenderer will be informed in writing about the outcome of the call for tender.

If tenderers are notified that a tender has not been successful, tenderers may request additional information by fax or mail. At the discretion of ESMA, this information can be given in a follow-up letter providing further details in writing, such as the name of the tenderer to whom the contract is awarded and a summary of the characteristics and relative advantages of the successful tender. However, ESMA would like to stress that it is not free to disclose any information affecting the commercial interests of other tenderers.

List of Annexes

Annex I – Draft contracts

Annex II – Exclusion criteria and non-conflict of interest declaration

Annex III – Legal entity form

Annex IV – Financial identification form

Annex V – Authorised signatory form

Annex VI – Curriculum Vitae template

Annex VII – Financial proposal form

Annex VIII – Confirmation of offer submission

Annex IX – Tender submission checklist

Annex X – Tender questionnaire Lot 1

Annex XI – Tender questionnaire Lot 2

Annex XII – Tender questionnaire Lot 3

Annex XIII – Tender questionnaire Lot 4

Annex I – Draft contracts

Please see the attached documents

- Draft framework service cascade contract for Lot 1
- Draft framework supply contract for Lot 2/ Lot 3
- Draft framework service contract for Lot 4

Annex II – Exclusion criteria and non-conflict of interest declaration

TO BE COMPLETED AND SIGNED BY THE TENDERER

The signed: _____ under-

- in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator)

or

- representing (if the economic operator is a legal person)

official name in full (only for legal person):

official legal form (only for legal person):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) or persons having power of representation, decision making or control over it have not been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) is in compliance with their 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 France and those of the country where the contract is to be performed;
- e) or persons having power of representation, decision making or control over them have not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, has not been declared to be in serious breach of contract for failure to comply with their contractual obligations.

In addition, the undersigned declares on their honour:

- g) they have 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 affinities, family or emotional ties or any other relevant connection or shared interest;
- h) 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;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) 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 award of the contract;
- k) that the information provided to ESMA within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.

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.

By signing this form, the undersigned acknowledges that he/she has been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

Annex III – Legal entity form

Please download and complete the appropriate legal entity form:

For individuals:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_indiv_en.pdf

For private companies:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_privComp_en.pdf

For public entities:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_public_en.pdf

Annex IV – Financial identification form

Please download and complete the financial identification form available at:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/financial_id/fich_sign_ba_gb_en.pdf

Annex V – Authorised signatory form

Address and contact details

Tenderer Name	
Address	
Post Code	
Tel	
Fax	
Email	
Web Site (if applicable)	
Legal Status	
Contact person for this tender	
Legal signatory(ies)	

Annex VI – Curriculum Vitae template

A template of ESMA's preferred Curriculum Vitae format is available from:

<http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp>

Annex VII – Financial proposal form

Please see and fill in the attached excel spreadsheets:

- Lot 1 Financial proposal form;
- Lot 2 Financial proposal form;
- Lot 3 Financial proposal form;
- Lot 4 Financial proposal form.



Annex VIII – Confirmation of offer submission

In order to keep track of offers due to arrive, tenderers who do not hand deliver their offers are requested to complete and return this form by fax or email.

Title: Catering services

Publication Reference: OJ/05/02/2013-PROC/2013/001

Attn: ESMA, Attention to the Procurement Office

Email: procurement@esma.europa.eu

I have submitted an offer for this call on ____/____/____ using the following delivery service:

- Registered mail
- Express mail
- Courier Service
- Other _____

Tenderer name:

email:

Telephone number:

Annex IX – Tender submission checklist

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be signed and included in **Envelope A** of your offer.

You must submit your offer in one outer envelope which contains 3 separate inner envelopes clearly marked **Envelopes A, B and C**.

Please tick ✓ the boxes when provided

Envelope ‘A’ – Administrative documents – must contain

- The duly completed, signed and dated **Exclusion Criteria and Non-Conflict of Interest Declaration**.
- The duly completed, signed and dated **Legal Entity Form(s)**.
- The duly completed, signed and dated **Financial Identification Form**.
- The **economic and financial capacity documents** requested in section 3.2.2.
- The **technical and professional capacity documents** requested in section 3.2.3.
- The duly completed **Authorised Signatory Form**.
- In the case of consortia, a **consortium agreement** and any other documents as requested in section 1.4.
- This **tender submission checklist**, completed, signed and dated.

Envelope ‘B’ – Technical proposal – must contain

- One original signed copy and 3 copies of the **technical proposal**.

Envelope ‘C’ – Financial proposal – must contain

- One original signed copy and 3 copies of the **financial proposal**.

You should also ensure that:

- Your offer is formulated in one of the official languages of the European Union.
- Both the technical and financial proposals of the offer are signed by the tenderer or his duly authorised agent.
- Your offer is perfectly legible in order to rule out any ambiguity.
- Your offer is submitted in accordance with the double envelope system as detailed in section 1.6.
- The outer envelope bears the information detailed in section 1.6.

Name: _____
Signature: _____
Date: _____

Annex X – Technical questionnaire LOT 1

Tenderer name:.....

Technical questions

Lot 1 – Food and catering services

Note : in your answer please add enough details in order to explain how the point will be solved.

Package	Checklist of requirements	Answer
Quality		
A	Please attach to the tender a catalogue listing and describing all products you may be able to supply (type of coffee, drinks, etc.)	
B	Please attach to the tender a catalogue listing and describing all products you may be able to supply (type of coffee, drinks, viennoiserie, etc.)	
C	Please attach to the tender a catalogue listing and describing a sample of menus you may be able to supply for fingerfood event	
D	Please attach to the tender a catalogue listing and describing a sample of menus you may be able to supply for warm lunch buffet event	
E	Please attach to the tender a catalogue listing and describing a sample of menus you may be able to supply for cold lunch buffet event	
F	Please attach to the tender a catalogue listing and describing a sample of menus you may be able to supply for boxed lunch and food tray	
All	Please indicate the frequency of rotation of your menus	
All	Please indicate the options provided (vegetarian, etc.)	
Organisation		
All	Are you planning on sub-contracting?	
All	If yes, please specify how many partners you expect to contract with per package in order to deliver the required level of services	
All	Provide curriculum of the key profiles in the organisation proposed for this contract	
Management		

Package	Checklist of requirements	Answer
All	Do you commit to respect all the applicable sanitary and hygiene laws throughout the whole duration of the contract?	
All	Please explain how you will guarantee the unbroken cold chain? The unbroken hot chain?	
All	Do you follow the HACCP approach?	
All	Do you follow the ISO 22000?	
All	Is there a single point of contact in your company for escalation procedures, accounting requests and general questions?	
All	Please provide an SLA document which includes at least the following topics: - Specify the service availability you can guarantee. Please explain the measures you will undertake to guarantee the proposed Service Availability. - Incident Management	
All	Do you commit to guarantee the delivery timeline?	
All	Please, describe the reporting offered - Specify the contents (restock statistics, machine availability, performance, etc). Include examples of reports. - Give additional information on available languages for reports, periodicity of reports, and supporting media	
All	Please give samples of monthly invoices you can provide with a short description on data fields included in the invoices. Specify available languages for invoices.	
Environmental practises		
All	Explain and describe any provision to improve the waste management and the corporate sustainability	

Name and Signature

Annex XI – Technical questionnaire LOT 2

Tenderer name:.....

Technical questions

Lot 2- Vending machines and water fountains

Note : in your answer please add enough details in order to explain how the point will be solved.

Package	Checklist of requirements	Answer
Quality		
A	Please attach to the tender a catalogue listing and describing all consumables you may be able to supply the vending machine with (snacks, drinks...).	
B	Please attach to the tender a catalogue listing and describing all consumables you may be able to supply the water fountain with (bottles, cups...)	
A	Please specify manufacturer, model and short technical specifications regarding the vending machines you ought to propose for this tender.	
B	Please specify manufacturer, model and short technical specifications regarding the water fountains you ought to propose for this tender.	
A	Do you commit to provide a payment system as required in the tender specifications (cash) for the vending machine package?	
A	Would you provide the optional key payment system?	
Organisation		
ALL	Are you planning on sub-contracting?	
ALL	If yes, please specify how many partners you expect to contract with per package in order to deliver the required level of services	
Management		
ALL	Is there a single point of contact in your company for escalation procedures, accounting requests and general questions?	

Package	Checklist of requirements	Answer
ALL	Please provide an SLA document which includes at least the following topics: - Specify the service availability you can guarantee. Please explain the measures you will undertake to guarantee the proposed Service Availability. - Incident Management: Guaranteed Resolution time must be maximum 8 hrs after the incident occurs (during working days and hours).	
A	What is your service availability rate regarding vending machine? (%) (average out of order number of days/working days per year)	
B	What is your service availability rate regarding water fountain? (%) (average out of order number of days/working days per year)	
ALL	Do you commit to takeover all the maintenance, restocking, cleaning, and all related services ensuring the well functioning of the different machines included in the present tender specification?	
A	Please provide a yearly maintenance plan for a vending machine	
B	Please provide a yearly maintenance plan for a water fountain	
ALL	The Tenderer shall describe the sequence of events when a machine is out of order.	
ALL	The Tenderer shall describe the sequence of events when a machine is out of stock.	
A	Please indicate the time required for you to install the vending machine after the contract signature.	
B	Please indicate the time required for you to install the water fountain after an order.	
ALL	Please, describe the reporting offered: - Specify the contents (restock statistics, machine availability, performance, etc). Include examples of reports. - Give additional information on available languages for reports, periodicity of reports, and supporting media	
ALL	Give details (samples, links or print outs) of any on-line service offered giving information on problems, technical issues etc.	
ALL	Please give samples of monthly invoices you can provide with a short description on data fields included in the invoices. Specify available languages for invoices.	

Package	Checklist of requirements	Answer
ALL	Do you commit to respect all the applicable sanitary and hygiene laws throughout the whole duration of the contract?	
Environmental practises		
ALL	Explain and describe any provision to improve the waste management and the corporate sustainability	

Name and Signature

Annex XII – Technical questionnaire LOT 3

Tenderer name:.....

Technical questions

Lot 3- Coffee machines

Note : in your answer please add enough details in order to explain how the point will be solved.

Package	Checklist of requirements	Answer
Quality		
A	Please attach to the tender a catalogue listing and describing all consumables you may be able to supply the coffee machine with (coffee capsules or grains, cups, stirrers...).	
A	Please specify manufacturer, model and short technical specifications regarding the coffee machines you ought to propose for this tender.	
Organisation		
A	Are you planning on sub-contracting?	
A	If yes, please specify how many partners you expect to contract with per package in order to deliver the required level of services	
Management		
A	Is there a single point of contact in your company for escalation procedures, accounting requests and general questions?	
A	Please provide an SLA document which includes at least the following topics: - Specify the service availability you can guarantee. Please explain the measures you will undertake to guarantee the proposed Service Availability. - Incident Management: Guaranteed Resolution time must be maximum 8 hrs after the incident occurs (during working days and hours).	
A	What is your service availability rate regarding coffee machine? (%) (average out of order number of days/working days per year)	
A	Do you commit to takeover all the maintenance, restocking, cleaning, and all related services ensuring the well functioning of the different machines included in the present tender specification?	
A	Do you commit to respect all the applicable sanitary and hygiene laws throughout the whole duration of the contract?	

Package	Checklist of requirements	Answer
A	Please provide a yearly maintenance plan for a coffee machine	
A	The Tenderer shall describe the sequence of events when a machine is out of order.	
A	The Tenderer shall describe the sequence of events when a machine is out of stock.	
A	Please indicate the time required for you to install the coffee machine after the contract signature?	
A	Please, describe the reporting offered - Specify the contents (restock statistics, machine availability, performance, etc). Include examples of reports. - Give additional information on available languages for reports, periodicity of reports, and supporting media	
A	Give details (samples, links or print outs) of any on-line service offered giving information on problems, technical issues etc.	
A	Please give samples of monthly invoices you can provide with a short description on data fields included in the invoices. Specify available languages for invoices.	
Environmental practises		
A	Explain and describe any provision to improve the waste management and the corporate sustainability	

Name and Signature

Annex XIII – Technical questionnaire LOT 4

Tenderer name:.....

Technical questions

Lot 4 – Catering management services

Note: in your answer please add enough details in order to explain how the point will be solved.

Package	Checklist of requirements	Answer
Organisation		
ALL	Please provide curriculum of the proposed resource(s) for the service.	
ALL	Are you planning on sub-contracting?	
ALL	If yes, please specify how many partners you expect to contract with per package in order to deliver the required level of services	
Management		
ALL	Is there a single point of contact in your company for escalation procedures, accounting requests and general questions?	
ALL	Please provide an SLA document which includes at least the following topics: - Specify the service availability you can guarantee. Please explain the measures you will undertake to guarantee the proposed Service Availability. - extra service: how do you guarantee the availability of extra resource within the requested timeline?	
ALL	Please, describe the reporting offered - Specify the contents. Include examples of reports. - Give additional information on available languages for reports, periodicity of reports, and supporting media	
ALL	Please give samples of monthly invoices you can provide with a short description on data fields included in the invoices. Specify available languages for invoices.	
Environmental practises		
ALL	Explain and describe any provision to improve the waste management and the corporate sustainability	

Name and Signature