

# **Tender Specifications for *Security Services***

## ***Framework Service Contract***

**Publication Reference: *OJ/03/07/2015-PROC/2015/022***

***July 2015***

## Table of Contents

---

Introduction to ECDC .....	3
1 Overview of this tender .....	4
1.1 Description of the contract .....	4
1.2 Timetable .....	4
1.3 Participation in the tender procedure .....	4
1.4 Participation of consortia .....	5
1.5 Subcontracting .....	5
1.6 Presentation of the tender .....	5
1.7 Confirmation of offer submission .....	6
1.8 Contacts between ECDC and the tenderers .....	7
1.9 Division into Lots .....	8
1.10 Variants .....	8
1.11 Confidentiality and public access to documents .....	8
1.12 Contractual details .....	8
1.13 Electronic exchange of documents .....	8
1.14 Additional information .....	9
2 Terms of reference .....	9
2.1 Introduction: Background to the invitation to tender .....	9
2.2 Description of the services & scope of the contract .....	9
2.3 Prices .....	16
3 Exclusion and selection criteria .....	18
3.1 Exclusion criteria .....	18
3.2 Selection criteria .....	18
4 Award of the contract .....	21
4.1 Technical proposal .....	21
4.2 Technical evaluation .....	21
4.3 Financial proposal .....	21
4.4 Choice of the selected tender .....	21
4.5 No obligation to award .....	22
4.6 Notification of outcome .....	22
List of Annexes .....	23

## Introduction to ECDC

---

The European Centre for Disease prevention and Control (*ECDC* or the *Centre* hereinafter) is an agency of the European Union, established by the European Parliament and Council Regulation 851/2004 of 21 April 2004. Its purpose is to identify, assess and communicate current and emerging threats to human health from communicable disease. Within this broad mission statement, the main technical tasks of the Centre fall into the following four categories:

- The publication of independent scientific opinions, bringing together technical expertise in specific fields through its various EU-wide networks and via ad hoc scientific panels;
- The provision of technical assistance to EU member states, communication of the Centre's activities and results and dissemination of information tailored to different audiences;
- The development of epidemiological surveillance at the European level and the maintenance of networks of reference laboratories; and
- Early Warning and Response based on 'round the clock' availability of specialists in communicable diseases.

Further information about the Centre can be found on the ECDC website [www.ecdc.europa.eu](http://www.ecdc.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 ECDC 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 ECDC 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.

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	03/07/2015	Dispatch of contract notice to the OJ
Site visit or clarification meeting (if any)	23/07/2015 at 9:00 28/07/2015 at 11:00 11/08/2015 at 9:00 18/08/2015 at 9:00	Compulsory visit
Deadline for request of clarifications	26/08/2015	
Deadline for submission of offers	<b>01/09/2015</b>	At 16:30 local time if hand delivered
Interviews (if any)	N/A	Not applicable to this tender
Opening session	08/09/2015	At 10:00 local time
Date for evaluation of offers	Opening date plus 1 week	Estimated
Notification of award to the selected Tenderer	Evaluation date plus 3 weeks	Estimated
Contract signature	Notification date plus 2 weeks	Estimated

## 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, EEA and SAA countries.

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 ECDC 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 ECDC.

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 subcontractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ECDC'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:

##### 1.6.1 Double envelope system

Offers must be submitted in two sealed envelopes. The inner envelope contains 3 separate inner envelopes clearly marked Envelopes A, B and C (see Invitation to tender).

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

1. Envelope A – Administrative documents

One original and one copy of:

- 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<sup>1</sup>** 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**; 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 four copies (bound and each marked as “Copy”) of the Technical Proposal, providing all information requested in section 4.1.
  - One electronic copy (media of your choice: DVD, USB...) made in searchable PDF format.
3. Envelope C – Financial proposal
- One signed original and four copies of the Financial Proposal, based on the format found in **Annex VII**.
  - One electronic version of the excel file provided in **Annex VII** and the list price for additional services mentioned in **Annex X** Technical Award Criterion 2, question 2.

Tenderers are welcome to submit in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders. This will not affect the evaluation of the tender.

### 1.6.2 Language

Offers must be submitted in one of the official languages of the European Union. ECDC prefers, however, to receive documentation in **English**. Nonetheless, the choice of language will be 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 **Annex VIII**.

---

<sup>1</sup> In the case of a consortium, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract in the event that the respective tender is successful.

## 1.8 Contacts between ECDC and the tenderers

Contacts between ECDC 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:

ECDC  
Attn: Procurement Back Office  
Granits väg 8  
171 65 Solna, Sweden  
Fax: +46 8 58 60 10 01  
email: [procurement@ecdc.europa.eu](mailto:procurement@ecdc.europa.eu)

Each request for clarification sent to ECDC 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, ECDC may provide any additional information or clarification resulting from the request for a clarification on the ECDC Procurement webpage: <http://www.ecdc.europa.eu/en/aboutus/calls/Pages/ProcurementsandGrants.aspx>.

ECDC 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 ECDC website for updates.

### 1.8.2 After the closing date for submission of tenders

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

### 1.8.3 Visits to ECDC premises

A **compulsory site visit** at Tomtebodavägen 11A, 171 65 Solna will take place on the date indicated in the timetable under section 1.2. In application of the principle of “need to know”, only interested parties will have access to data and information related to the ECDC security: drawings of the premises, security procedures, risk assessment. Meet at the entrance of the building 10 minutes before the meeting in order to be registered at the Reception; send a confirmation of attendance to [security@ecdc.europa.eu](mailto:security@ecdc.europa.eu) by 17:00 p.m. the day before the visit.

### 1.8.4 Interviews

The Evaluation Committee will not conduct interviews for this procedure.

### 1.9 Division into Lots

This tender is not divided into lots.

### 1.10 Variants

Not applicable.

### 1.11 Confidentiality and public access to documents

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

In the general implementation of its activities and for the processing of tendering procedures in particular, ECDC 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 ECDC are required to evaluate the tender in accordance with the tender specifications and will be processed solely for that purpose by ECDC. A tenderer is entitled to obtain access to their personal data on request and to rectify any such data that is inaccurate or incomplete.

If you have any queries concerning the processing of your personal data, you may address them to the ECDC Data Protection Officer [dpo@ecdc.europa.eu](mailto:dpo@ecdc.europa.eu). You also have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data

### 1.12 Contractual details

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

ECDC wishes to conclude a multiple framework contract in cascade with up to 3 economic operators to provide security services. The framework contract will establish the terms governing each order form to be awarded during a given period; in particular, with regard to price.

Signature of the framework contract imposes no obligation on the Centre to order services. Only the implementation of the framework contract through specific contracts/order forms is binding for ECDC.

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

### 1.13 Electronic exchange of documents

Please refer to the draft contract attached to these technical specifications as Annex I. The related documentation can be found at: [http://ec.europa.eu/dqs/informatics/supplier\\_portal/index\\_en.htm](http://ec.europa.eu/dqs/informatics/supplier_portal/index_en.htm). Other applications currently under development may be implemented on a voluntary basis during the contract execution.



### 1.14 Additional information

By virtue of article 134(1)(f) and article 134(3) of the Rules of Application of the Financial Regulation, ECDC reserves the option to launch further negotiated procedure, with the contractor chosen as a result of the present call for tender, for new services consisting in the repetition of similar services during the three years following the signature of the original contract.

## 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

The European Centre for Disease Prevention and Control (ECDC) is a European Union Agency. According to art. 6 “Security of the Centre and cooperation in security matters” (the full article will be distributed to interested parties during the compulsory visit) of the “Seat agreement between the European Centre for Disease Prevention and Control and the Government of Sweden” signed in Stockholm on 17 June 2010, “The Centre shall be responsible for the security and maintenance of order within the premises of the Centre...”.

Currently, the premises consist of 4 buildings: the main building, the new building, the guesthouse and the mobile offices. The total surface is roughly 9,500 square meters for the entire ECDC premises and hosts approximately 380 staff members.

### 2.2 Description of the services & scope of the contract

#### 2.2.1 Contract objectives and scope

The main objective of the contract is to ensure proper security service for the Centre, bearing in mind its mission and status as a European Union Agency. The Centre wants to have a contractual relationship with a company active in the security market, able but not limited, to provide:

- ✓ qualified and well trained security staff;
- ✓ all necessary ancillary equipment to enable the delivery of high standard services in line with the best practices of the industry (e.g. walkie-talkie, flash light, radio);
- ✓ supplies and services related to the security in the new premises (see 2.2.5 in this document). ECDC is interested in security solutions encompassing: access control system, anti-intrusion system, close circuit TV. The services envisaged should cover the entire lifecycle of the solutions: security assessment, consultancy, design, implementation, commissioning, handover and maintenance;
- ✓ training to the ECDC staff in the security domain including, but not limited to: first aid, use of defibrillator;
- ✓ transport from/to ECDC premises to/from a remote location (at least 100 km from Stockholm) and custody in “caveau” of valuable items (e.g. IT backup data tapes;
- ✓ purchase, rent and maintenance of fire security equipment (e.g. extinguishers, sprinklers, fire suppression system in data centre or archive, hydrants);
- ✓ other services in the domain of security, not explicitly mentioned in this document. The objective is to accommodate future needs not foreseen at the moment in which the tender has been written or new solutions not currently available in a domain heavily affected by fast moving technology (e.g. TVCC, RFID, GPS, biometrics).

It is to be noted that as the working language of the Centre is English, all documentation regarding the security arrangements at the Centre as well as all written and oral

communication between the contractor, his staff and the ECDC Security Officer shall be done in English.

At the moment ECDC occupies four separate buildings in the *Karolinska Institutet* campus in Solna, Sweden. During the validity of the contract, it is expected that ECDC moves to a different location (not yet defined) in the greater Stockholm area.

The bandwidth, i.e. the period between the earliest possible start time allowed and the latest possible finishing time, shall be from 7:00 to 20:30, from Monday to Friday,; however, in relation to the tasks of the Centre, the premises are accessible on 24/7/365 basis. Most of the activities of the Centre are performed between 8:00 and 18:00 during which a daily service is required. Outside the timeframe mentioned above, from 18:00 to 8:00 during weekdays and from 00:00 to during weekends and ECDC holidays; the Contractor is required to arrange for constant alarm monitoring and random roving patrols which shall respond to all alarms and also perform patrols within the Centre's premises. It is also the responsibility of the Contractor to arm/disarm the intrusion control systems accordingly.

The working environment is non-smoking.

### 2.2.1.1 Profiles of security personnel

The security staff will be the visitors' first point of contact with the Centre. Consequently, the appearance and the attitude of the proposed staff must be beyond reproach. They must be polite, helpful and discrete. In this regard, tenderer must provide a code of good conduct to be followed by their staff.

The contractor shall be able to provide the following security profiles in the execution of the services required:

1. Guard
2. Guards Team Leader

#### 2.2.1.1.1 Profile 1: Guard

##### Main duties:

- Surveillance and protection
- Reports any irregularities or any relevant information to the Guards Team Leader or ECDC Security Officer
- Assists with fire safety
- Patrols buildings and grounds on foot
- Checks windows, lights, doors, and alarm systems
- Answers telephones
- Controls who enters and circulates in the premises, issuing temporary and permanent access badges and checking them
- Checks packages of those entering and leaving to prevent thefts
- Works with electronic alarm systems, monitors closed-circuit television
- Opens buildings for authorized entries
- Calls appropriate contact person in accordance with ECDC work's procedures when prompt intervention is required
- Controls vehicle traffic inside ECDC parking spaces
- Responds to emergencies as required
- Enforces all security procedures
- Key and access card distribution and registration of visitors and staff members

##### Required skills and experience:

- Professional qualification which include mediation and negotiation; complying with any legal or regulatory provision for custody and surveillance services for valuables and properties applicable on the Swedish territory

- Having the training required by local regulations on safety matters
- Having the training on firefighting required by local regulations
- Having a training on First Aid matter including the use of defibrillator
- Having the training to the level of “Skyddsvakt”, according to Swedish regulation, or international equivalent
- At least two years of experience as a “Guard”
- At least two years of experience in managing an office alarm system or a BMS (Building Management System)
- Good computer skills: Word, Excel, Internet browsers and Outlook or other e-mail applications
- A good written and oral command of English and Swedish, at least level B2 as explained in the Common European Framework of Reference for Language learning (see Annex XV for reference)

#### 2.2.1.1.2 Profile 2: Guard Team Leader

##### Main duties:

- Surveillance and protection
- Implements internal protection measures
- Assists with any task relating to crisis management
- Reports any irregularities or any information to the ECDC Security Officer
- Assists with fire safety
- Leads physical security, life safety and remote video intrusion detection solutions
- Works with electronic alarm systems, monitoring closed-circuit television
- Prepares a report of daily activities for the attention of the ECDC Security Officer
- Responds to emergencies as needed
- Enforces all security procedures
- Organizes key and access card distribution and registration
- Organizes the Guards service responding to ECDC's requests
- Makes daily controls of the Guards services
- Organizes and makes un-programmed controls (weekends and nights) of the Guards services
- Follows up level of training in fire/safety/security fields of the Guards

##### Required skills and experience:

- Having a professional qualification which include mediation and negotiation; complying with any legal or regulatory provision for custody and surveillance services for valuables and properties applicable on the Swedish territory.
- Having the training required by applicable provisions on safety matters
- Having the training on firefighting required by applicable provisions
- Having a training on First Aid matter including the use of defibrillator
- Having the training to the level of “Skyddsvakt”, according to Swedish regulation, or international equivalent
- Hand on experience in managing an office alarm system or a BMS (Building Management System)
- At least two years of experience as a “Guards Team Leader”
- A good written and oral command of English and Swedish, at least level B2 as explained in the Common European Framework of Reference for Language learning (see Annex XV for reference)

### 2.2.1.2 Clothing and equipment

- The contractor shall ensure that all of his staff on duty at the Centre's premises will be provided with a sufficient quantity of uniform clothing to enable them to always work in properly maintained, clean clothing. The uniform clothing shall enable unambiguous identification of the contractor's staff and their clear distinction from all other persons within the Centre's premises. The uniforms must be of good quality and they must suit the distinct and international atmosphere of the Centre.
- The contractor shall provide his staff with sufficient quantity of communication devices so that each of his staff members performing duty on the Centre's premises can be contacted at any given time (e.g. via the telephone placed on his stationary working place, via the mobile phone, via the service walkie-talkie). The contractor is to bear all costs related to acquiring and keeping such communication devices fully functional at all times. The Contractor is required to inform the ECDC Security Officer of these mobile phone numbers and all possible changes.
- The contractor shall provide his staff with sufficient quantities of electronic patrol monitoring equipment that allows the contractor to produce daily statements of the patrols that have been carried out by his staff. These statements are to be submitted to the ECDC Security Officer on request without delay and they must contain at least the following information:

Full name of the guard;  
 Date;  
 Starting time of the patrol round;  
 The times at which the patrol passes the control points;  
 Finishing time of the patrol.  
 Observations

- This data must be saved and properly stored by the contractor and it must be accessible for a minimum of one year. Possibility of changing, destroying or tampering with the data must be made technically impossible. The number and location of the control points is to be agreed between the contractor and the ECDC Security Officer shortly after signing of the contract. It is to be noted that the markers for the control points must be small in size and discreet in appearance and they need to be placed, where possible, in a way that they do not meet the public's eye
- Other equipment such as flashlights, handcuffs, batons etc. shall at all times be stored securely out of sight and carried underneath the clothing so that they cannot be seen or recognised by their size or shape. This requirement does not apply to patrols executed outside the Centre's opening hours.
- The Centre reserves the right to require additional equipment to be deployed by the Contractor should the circumstances so require.

### 2.2.1.3 Adding or replacing resources

Guards and Guard Team Leader are selected by ECDC according to the following procedure:

- ECDC asks the contractor for a new person or the contractor propose a replacement.

- The contractor sends to ECDC at least 3 CVs, in Europass format, per request within 10 working days (this parameter could be improved according to Annex X – Technical Award Criterion 3 – sub criterion 2).
- ECDC screens the submitted CVs, interviews the most suitable candidate, reaches a decision on the ones able to perform the duties at best and communicated its decision to the contractor.
- The new Guard joins the team working for ECDC not later than 2 weeks after the communication by ECDC about the suitability of the candidates and starts his/her training period, at no cost for ECDC of 5 working days (this parameter could be improved according to Annex X – Technical Award Criterion 3 – sub criterion 1).

ECDC wants to draw the attention to the fact that the submission of the 3 CV is subject to specific deadline. Failing to respect it, will lead to application of the cascade mechanism as stipulated in art. I.4.1 of the Draft Contract.

#### **2.2.1.4 Hand over at the end of the Framework Contract**

At the end of the Framework Contract a period dedicated to the knowledge transfer (to the potential new contractor) must be guaranteed for one month (only the Guards Team Leader is required to be available). The costs for this period will be charged to ECDC.

### **2.2.2 Obligations of the contractor**

The contractor has:

- to assume civil and financial liability for any damages caused by his staff;
- to guarantee that his staff are able to reach the Centre's premises in the event of a public transport strike to be able to ensure continuity in the delivery of the services;
- to bear the cost of replacing his staff;
- to make a telephone line available to the ECDC Security Officer for urgent call on weekend and holidays for contacting a supervisor or Guards Team leader.

#### **2.2.2.1 Tasks for the guards**

The duties of the contractor may include but are not limited to the following tasks:

- a. Oversee the main reception of the Centre ensuring control over the people accessing the premises, enforcing the relevant security procedures, registering visitors and delivering them access cards;
- b. Patrolling the Centre's premises. The patrol rounds shall be executed both during the Centre's opening hours and also when it is closed for business;
- c. In the event of an irregularity (e.g. intrusion, equipment damage), take all appropriate corrective measures without delay to ensure continuity of the service in the Centre. All irregularities and abnormalities will be noted in the daily security report and notified to the ECDC Security Officer.

The format of the report will be agreed between the contractor and the ECDC Security Officer shortly after the signing of the contract. However it is to be noted that all emergencies are to be notified immediately to the ECDC Security Officer by means which are also to be agreed upon shortly after the signing of the contract;

- d. In case a 24/7 service is not ordered, before leaving the Centre's premises for the night, checking all offices and other rooms in order to ensure that no dangerous situations can arise, for example all windows are closed and latched; no heat producing electrical equipment is left on etc.;
- e. Continuous monitoring of the performance of the Centre's alarm systems and responding to all alarms and service requests in a timely manner;
- f. Continuous checking of the functionality of the Centre's access control system;
- g. Performing reception services for the Centre. These include but are not limited to:
  - Answering all incoming phone calls;
  - Greeting all incoming visitors and manage them during the waiting time in the lobby;
- h. Maintaining the Centre's access- and intrusion control systems and installations (including doors/locks).
- i. In particular circumstances: planned (e.g. VIP visits, Management Board sessions) or unplanned (e.g. power cut, other emergencies) the Centre may have a requirement for additional staff to ensure the proper level of security. The contractor is expected to provide such additional staff on a very short notice.
- j. The Contractor is required to organise for a stand-by service to respond to malfunctions in the technical security systems/installations, doors and locks in a timely manner according to the best practise of the industry.
- k. While on duty and on the Centre's premises, the guards shall follow the requests and orders given only by the ECDC Security Officer; all requests or orders presented by any other persons must be verified by the ECDC Security Officer before any action may be taken.
- l. The contractor shall be responsible for immediately replacing its personnel (guards or team leader) in cases of unavailability such as illness and annual leave, thus ensuring an uninterrupted and constant performance of the tasks given to the contractor.
- m. The contractor's personnel who are on duty at the Centre's premises shall actively assist the Centre's emergency response capability in all emergency situations, evacuations and drills in line with the Centre's procedures. The contractor's personnel must take part in the relevant training given at the Centre.
- n. The Centre reserves the right to refuse any of the Contractor's staff members at any time, with a written communication. In these cases the contractor is responsible to replace such staff member with no delay.
- o. The contractor will be required:
  - To draw up and deliver standard monthly timesheets (see Annex XIV) and daily attendance tables showing the actual hours worked by each of his staff at the Centre's premises;
  - to monitor and report the quality of the work carried out by his staff by means of regular meetings with the ECDC Security Officer, the intervals of such meetings shall be agreed between the contractor and the ECDC Security Officer shortly after signing of the contract;
  - To ensure the confidentiality regarding all issues related to the Centre. To enforce this approach, every Contractor's personnel will have to sign a

“Declaration of absence of conflict of interest and confidentiality” before starting the assignment at the Centre.

- At the end of the Contract to assist in familiarizing the potential successor to the processes, routines, services, systems and installations of the Centre

### SUBSTANTIAL BREACH OF THE CONTRACT

ECDC wants to draw the attention to the fact that the following cases are considered substantial contractual obligations; thus, failing to fulfil any of them will be considered a serious breach to the contract and may lead to the application of art. II.14.1 “Ground for Termination” of the Draft Contract:

- If the 24/7/365 service is in place; **1 case of leaving completely unmanned the premises for more than 1 (one) hour** during the **night shift**<sup>2</sup>.
- **1 case of absence** in the role of the **Guards Team Leader** for a period longer than 3 (three) consecutive working days.
- **1 case of absence of at least one of the Guards on duty** during the **daily shift**<sup>3</sup> for a period longer than 4 hours.

#### 2.2.2.2 Additional tasks for the guard team leader

- S/he shall organise, supervise, guide and monitor the work of the other guard(s) of the contractor;
- S/he shall act as the main point of contact between the guards and the ECDC Security Officer in practical day-to-day issues;
- S/he shall setup effective operation in case of unforeseen incidents and they shall be kept until the ECDC Security Officer and/or the local authorities take over the responsibility;
- S/he shall immediately inform the ECDC Security Officer of any incidents, accidents and/or abnormalities which might have a negative effect on the integrity of the Centre's premises and/or activities;
- S/he shall train the contractor's newly recruited staff and familiarize them with the Centre's premises and procedures;
- S/he shall ensure that a high level of security is maintained at the Centre's premises at all times;
- S/he shall draft reports on all abnormalities and forward to the ECDC Security Officer.
- When present at the Centre's premises the team leader shall be reachable at all times to the ECDC Security Officer via a mobile phone provided by the contractor.

#### 2.2.3 Deliverables and task schedule

The service schedule at ECDC is subject to the ECDC holidays calendar, which may differ from the Swedish bank holidays calendar. Public holidays in force at the Agency shall be communicated to the contractor in writing, on an annual basis, before the end of the current year, for the following year. ECDC public holidays in 2016 is attached as Annex XIII.

<sup>2</sup> **Night shift** is the timeframe between 18:00 and 08:00 during weekdays, plus weekends and public holidays.

<sup>3</sup> **Daily shift** is the timeframe between 08:00 and 18:00 during working days.

ECDC defines 2 scenarios, the most likely, for what is called standard service:

- Scenario 1 (daily): 1 Guard and 1 Team Leader 08:00 - 18:00 weekdays.  
Including 2 patrols every night (7/7) and 2 additional patrols every ECDC non-working day (weekends and ECDC holidays)
- Scenario 2 (25/7/365): 2 Guards and 1 Guard Team Leader 08:00 - 18:00 weekdays  
1 Guard 18:00 - 08:00 weekdays and 00:00 - 24:00 weekends and ECDC holidays

Moreover ECDC defines also additional services that are likely to be requested but are not included in the above mentioned scenarios: spare hours of guard or guard team leader, to be used in case of special events like VIP visits, Management Board dinner in the premises, ECDC internal events, etc. Additional patrols are likely to be requested in case the micro criminality in the area would increase (it happened during the winter 2014/15). The rental of extinguisher is not included in the scenarios but could possibly be required in the future premises.

#### 2.2.4 Duration of the contract

The Framework contracts will initially be concluded for a period of 12 months with automatic renewal up to 3 times for a maximum of 48 months (see Annex I – Draft contract - Article 1.2 for details). Renewal does not imply any modification or deferment of existing obligations.

The Framework Contract will be implemented through Specific Contracts or Order Forms (see Annex I –Model Contract).

#### 2.2.5 Place of performance of the contract

The tasks related to this tender are expected to be performed at the ECDC premises: currently Tomtebodavägen 11a, 171 65 Solna. However, during the validity of the contract, it is expected that ECDC moves to a different location (not yet defined) in the greater Stockholm area. The Contractor must be able to ensure the delivery of the services required independently on the location.

Some “back office” activities (e.g. training of new personnel, internal organization, drafting reports, design of new security systems) could be performed at Contractor’s premises.

#### 2.2.6 Reference documents

Annex XI: ECDC Internal Procedure 86 on Access to ECDC premises and usage rules

Annex XII: ECDC Seat Agreement art. 6

These Annexes will only be distributed to interested parties during the compulsory site visit.

### 2.3 Prices

#### 2.3.1 Currency of tender

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

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



### **2.3.2 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). No expenses incurred in the performance of the services will be reimbursed separately by ECDC.

### **2.3.3 Price revision**

Prices submitted in response to this tender shall be fixed and not subject to revision for Specific Contracts or Order Forms concluded during the first year of performance of the Framework Contract.

From the beginning of the second year of performance of the Framework 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 Framework Contract became effective.

Specific Contracts and Order Forms shall be concluded on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

See the article about “Prices” of the contract for calculation.

### **2.3.4 Costs involved in preparing and submitting a tender**

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

### **2.3.5 Protocol on the Privileges and Immunities of the European Union**

The Centre 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.

### **2.3.6 Payments**

Invoices for the standard services must be provided on a monthly basis, after the services have been rendered. Invoices, related to the implementation of specific activities or projects, including supplies and services; must be submitted after the final deliverable has been provided and accompanied with the delivery and acceptance report countersigned by an ECDC staff member (Please see art. I.4.2 and I.4.3 in the Draft Contract).

### **2.3.7 Financial guarantees**

ECDC 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

All tenderers shall provide a declaration on their honour (see Annex II), duly signed and dated by an authorised representative of the tenderer, stating that they are not in one of the situations of exclusion listed in the Annex II.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex II before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

The contracting authority may waive the obligation for a tenderer to submit documentary evidence if such evidence has already been submitted for another procurement procedure and provided the documents were issued not more than one year earlier and are still valid. In such cases, the candidate or tenderer must declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, provide reference to that procedure, and confirm that there has been no change in the situation.

### 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 ECDC, 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. The minimum yearly turnover must be higher than 950.000 € (nine hundred fifty thousand Euros).

If, for some exceptional reason which ECDC 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 ECDC considers appropriate.

The Centre 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 Professional capacity

The Tenderer must have the following professional capacity to perform the contract:

#### Requirements

The Tenderer must be established as a legal entity and be registered in a relevant professional or trade register.

#### Evidence Required

- A certificate of professional or commercial registration imposed by the country in which the tenderer is established. If the tenderer is not required or permitted to enrol in such a register for reasons of his statute or legal status, an explanation should be provided.

### 3.2.4 Technical capacity

#### Requirements

The Tenderer must have the following technical capacity to perform the contract:

- Be able to provide professional security services in international organisations.
- Have proven experience in providing security services to office buildings and premises for medium sized (~400 people) international organizations located in Europe and preferably in Sweden, in the past 3 years.
- Have at least 5 guards and 2 guards' team leader available to take up duty at ECDC.
- Be able to provide security services in accordance with the requirements indicated in the Terms of Reference.
- Be able to organize a 24/7 call centre to dispatch emergency calls to the ECDC permanence/stand by duty officer.

#### Evidence required

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

- A. A declaration of availability to carry out the services during the timeframe indicated in the Terms of Reference (4 years).
- B. A list of similar services provided to similar international organisations in the last 3 (three) years including a description of the services, the value of the contracts, the duration, the recipients and any information considered useful to better qualify the experience.
- C. From the list provided in the previous point, a detailed description of at least 3 services organized for international companies of similar size (around 400 staff members); at least one of which including the 24/7 service.

- D. A statement of the specialised security equipment available.
- E. A short overview on the company portfolio confirming the Tenderer's professional experience (copies of certificates and/or accreditations for security services shall be included).
- F. A copy of the code of good conduct to be followed by the Contractor's staff in the execution of the tasks for ECDC.

Detailed CVs, as below specified, for the profiles Guard and Guards Team Leader showing that the resources have the required work experience, training and skills as mentioned in point 2.2.1.1 (an explicit mention to the attendance of the trainings is required in the CV):

- Guard : 5 CVs
- Guards Team leader: 2 CVs

The CVs submitted by the tenderer are considered a self-statement by the company that the content is correct

For this purpose, tenderers must use the template, in English, provided at the Europass web site (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>). A single CV can be applied only for one single profile, i.e., the CVs of 9 distinct persons must be provided. This information will be labelled "CVs". In each presented CV should be demonstrated whether the qualifications and professional experience of the proposed person is matching with the profile requirements in the Terms of Reference for the function proposed. In order to protect confidential personal data, CVs will be used only for evaluation and administrative purposes related to the execution of the contract. The same template must be used in all the communications related to presentation of additional resources or replacement of people.

## 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 ECDC 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, please refer to **Annex X “Technical Questionnaire”**.

The 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 Technical Questionnaire (Annex X)

Only tenders scoring **700 points** or more (of a maximum of 1000) points against the technical award criteria will have their financial proposal evaluated.

Offers scoring less than **60%** for any award criterion (except Technical Award Criterion 2) 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 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:

$\text{Score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * \text{Total quality score (out of 1000) for all criteria of tender X}$
--------------------------------------------------------------------------------------------------------------------------------------------------------------

#### **“Price of tender X” is the Grand Total in Annex VII – Financial Proposal.**

Tenderers shall complete the Financial Proposal attached as **Annex VII** to these tender specifications.

Tenderers shall bear in mind that all fields are compulsory and non-compliance will lead to exclusion of the tender from the award process.

Tenderers should pay attention that the “Grand Total” in Annex VII must not exceed **1.900.000 €** (one million nine hundred thousand) which is the maximum budget foreseen for the framework contract during its entire duration resulting from this tender.

#### **4.5 No obligation to award**

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

#### **4.6 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 ECDC, 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, ECDC 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 contract
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:	Technical Questionnaire
Annex XI:	IP 86 on Access to ECDC premises and usage rules (provided to interested parties during the compulsory visit)
Annex XII:	Seat Agreement Art. 6 (provided to interested parties during the compulsory visit)
Annex XIII:	ECDC 2016 holiday calendar
Annex XIV:	Timesheet template
Annex XV:	Common European Framework of Reference for Languages learning