



## **Pre-Qualification Document**

**PQ Ref. No.: FM/16/CAT/MC/19**

**PQD for the Provision of Catering Services**

**11/11/2019**

## 1. Introduction

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The European Stability Mechanism (“ESM”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments. More background information about the ESM may be found on the website: <https://www.esm.europa.eu/>

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014, nor Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please visit the ESM website for further information.

This Pre-Qualification Document (“PQD”) sets out the eligibility, exclusion and selection criteria, as part of a pre-qualification stage (“Stage 1”) of the two-stage procurement procedures of the ESM (i.e. Restricted Procedures and Negotiated Procedures), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates, which are successful at Stage 1 (pre-qualified Candidates) and, if applicable, chosen by the ESM among the eligible and suitable Candidates, will be invited to participate in the subsequent Request for Proposal stage of the procurement procedure (“Stage 2”).

For the purposes of this PQD, economic operators who wish to apply to this procurement procedure are referred to as “Candidate” or “Candidates” and their response is referred to as an “Application” or “Applications”.

Unless otherwise defined in this PQD, all capitalised terms used in this PQD have the meanings ascribed to them in the ESM Procurement Policy.

## 2. Contents of this PQD

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The PQD consists of the following documents:

No.	Document Title	Comment
1.	Prequalification Document – Core Document	This document
2.	Annex 1 – Summary Description of the Procurement Requirement	Included as Annex 1 to this PQD
3.	Annex 2 – Eligibility, Exclusion & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as Annex 2 to this PQD

## 3. Overview of the Procurement Requirement

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The ESM intends to establish a framework agreement (the “**Framework Agreement**” or “**Contract**”) for the delivery of catering services for its office located in Luxembourg.

The total duration of the Framework Agreement is four (4) years.

### 3.1 Type of Procurement Procedure

This procurement procedure is carried out by the ESM under a Negotiated Procedure in accordance with Article 9.1 (1) and (2) of the ESM Procurement Policy and is referred to in this PQD as a procurement procedure or a procurement process.

### 3.2 Procurement Process Steps and Timelines

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	<b>Contract notice and PQD publication date</b>	<b>18/11/2019</b>
2.	<b>Deadline for submission of clarifications/questions on the contract notice and the PQD</b>	<b>9/12/2019</b> 11:00 hrs (local Luxembourg time)
3.	<b>Response to the clarifications/questions on the contract notice and the PQD</b>	Regularly
4.	<b>Deadline for submission of Applications (the “Applications Deadline”)</b>	<b>20/12/2019 11:00</b> hrs (local Luxembourg time)
5.	<b>Target date of notification of the ESM’s decision on pre-qualification to unsuccessful Candidates and dispatch of the RFP to the pre-qualified Candidates</b>	<b>09/01/2020</b>

### 3.3 The ESM “Sole Contact” Details

Commercial Legal and Procurement  
European Stability Mechanism  
6a, Circuit de la Foire Internationale  
L-1347 Luxembourg  
Email: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)  
Attention: [a.amore@esm.europa.eu](mailto:a.amore@esm.europa.eu)

Unless notified otherwise, the person indicated above shall be the Candidates’ single point of communication with the ESM for the duration of this procurement process.

The ESM shall not be bound by and the Candidates agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

### 3.4 Clarification Matters

The process for clarifications pertaining to the contract notice and this PQD shall be as follows:

- a) Queries can be raised to the Sole Contact as identified in this PQD.
- b) Queries can be raised on any matter in the contract notice or this PQD. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website if they are of relevance to all of Candidates.

- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

### 3.5 Application Structure and Response Instructions

When preparing Applications, Candidates should observe the following:

- All documents must be submitted in English.
- Note limitations on any page/word limits specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- Responses to the eligibility, exclusion and/or selection criteria will be evaluated independently and cross-references between response elements are not permitted.
- The Candidate should clearly identify in the Application any requirements specified in this PQD that the Candidate cannot satisfy.

Application Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide a cover certification form dated and duly signed by an authorised representative on the Candidate's company letterhead (no. 3.1 of Annex 2)	Fully scanned copy with signature in PDF
2.	Declarations	Candidates are requested to submit completed, dated and duly signed declarations (nos. 1.1 and 1.2 of Annex 2)	Fully scanned copy with signature in PDF
3.	General Response	Candidates are requested to respond to the questions posed in this PQD as instructed (see Annex 2 Section 2. Selection Criteria)	PDF
4.	Attachments	Candidates are requested to include any attachments, as requested	PDF

### 3.6 Coordinates and Guidelines for Submission of Applications

Applications shall be submitted no later than the Applications Deadline above specified at point 3.2(4) of the Procurement Process Steps and Timeline table and must be submitted only **via e-mail** to:

Email: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)

PQ Ref. No.: FM/16/CAT/MC/19

Attention: Mr Ampeglio Amore

Only Applications received through these means will be accepted. All digital copies of Applications shall be submitted in compliance with the following guidelines:

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.
- c) All files should be named clearly with a sequential number and a relevant file name, e.g.

- “Annex 2: 1.1 – Declaration on the eligibility, exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest”
- “Annex 2: 1.2 – Non-Collusion Declaration”
- “Annex 2: 3.1 – Cover Certification Form”

d) All files must be provided in a standard non-editable format, such as PDF.

### 3.7 Eligibility, Exclusion and Selection Criteria

In order to be eligible to participate in this procurement process, Candidates must be either natural persons or legal persons and state that they are not in one of the exclusion situations listed in the declarations included in Annex 2.

If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM thereof without undue delay. Candidates may submit evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility and exclusion criteria to be assessed further.

<b>ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation</b>	
Duly executed declarations as requested in Annex 2	Pass / Fail

In order to assess a Candidate’s capacity to perform the FA the ESM will apply the following selection criteria (full information can be found in **Annex 2 Section 2. Selection Criteria**):

<b>SELECTION CRITERIA – elements of the evaluation</b>	
Economic and financial standing	Pass / Fail
Technical or professional ability	Pass / Fail
Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

Candidates must achieve a rating of “Pass” for all the “Pass / Fail” criteria to be considered successful at Stage 1 (pre-qualified Candidates).

## 4. Terms and Conditions of this PQD

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### 4.1 Rights of the ESM

By submitting an Application, the Candidates confirm that they have taken note and accepted all terms and conditions of this PQD.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept the Applications received after the closing deadline.

After the ESM opens the Applications, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject from further consideration any such Applications.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Applications.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Applications, or in the decision regarding the pre-qualification process may result in the rejection of the Application.

The ESM may decide, at its sole discretion while complying with the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the FA is awarded as a result of this procurement process. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right to disclose the contents of Applications to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Applications, a lack of precision, an omission or any other type of error in this PQD, it will rectify the error and inform all Candidates in writing.

## **4.2 Cost of Participating in the Procurement Process**

All costs relating to the participation in this procurement process, including in particular any costs in relation to the preparation of Applications and of any other documents requested by the ESM and any subsequent follow-up shall be borne exclusively by the Candidate.

## **4.3 Trade Name, Logo and Marks**

The ESM logo, covers, page headers, custom graphics, icons, and other design elements and words or symbols used to identify the description of the procurement requirement are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

## **4.4 Confidentiality**

If the Candidate considers that any part of its Application or other documents/information submitted to the ESM include Confidential Information within the meaning of this section the Candidate must clearly mark such parts of the Application or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the involvement of a third party in the supply of the services offered the Candidate and the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM will: (a) not disclose the Confidential Information; (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information; and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this procurement process. Confidential Information does not include information which (a) was known to the ESM prior to receiving the information from the Candidate; (b) becomes rightfully known to the ESM from a third-party source not known to the ESM (after diligent inquiry) to be under an obligation to the Candidate to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by ESM; or (d) has been developed independently by the ESM or authorised to be disclosed by the Candidate. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the

Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this procurement procedure, the confidentiality undertaking will prevail.

#### **4.5 Reliance on Third Parties**

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this PQD.

If a Candidate submits its Application as part of a consortium with a third party/third parties, such Candidate must provide as part of its Proposal:

- a. a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;
- b. a document authorising the consortium leader to act on behalf of the consortium member(s) (e.g. power of attorney);
- c. a written undertaking from the consortium member(s) confirming that it/they will place, at the consortium leader's disposal, the resources necessary for the performance of the Contract. The written undertaking must be signed by an authorised representative of each such consortium member; and
- d. information on whether the consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed consortium arrangement including submission of an executed consortium agreement.

For the avoidance of doubt, if a Candidate submits its Application as part of a consortium it cannot submit another Proposal in its own name.

If a Framework Agreement is awarded to a consortium, all consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing. The composition of a consortium (including the roles, activities and responsibilities of the consortium leader and each consortium member) cannot be modified or members of the consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

If a Candidate intends to sub-contract some of the services offered to the ESM to a third party, the Candidate must provide as part of its Application:

- a. a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed subcontractor(s) and its/their roles, activities and responsibilities; and
- b. a document signed by a subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract.

If a Candidate subcontracts some of the services under the FA to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the FA as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified

immediately to the ESM. Candidates cannot exchange or replace the subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM's has given its prior written consent.

#### **4.6 Transfer of Undertakings**

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the "Employees") may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM's sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

For the avoidance of doubt, no Employee will be transferred to the ESM.

## 1. Background and Overview of Requirements

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the “**ESM Building**”). Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

The ESM currently rents approximately 8,500 m<sup>2</sup> of the ESM Building, which encompasses about 300 workspaces. The staff restaurant with a terrace (the “**Canteen**”) has a total capacity of approximately 110 people. The internal dining area is open every ESM business day.

The ESM requires a single provider to provide catering services to the ESM (the “**Service Provider**”). It is anticipated that the new contract will commence in mid-April 2020.

The Service Provider will be required to provide the services as further described in this Annex A (the “**Services**”). The Service Provider will not only be required to maintain business continuity of the Services, but also to standardize and improve the quality of the Services.

## 2. Practical Information

### 2.1 ESM building profile

The Canteen is located on the ground floor of the ESM Building and has facilities for hot food preparation, a service line, and a scullery. The facilities for cold preparation, storage, and the office for the Canteen are located on an underground floor of the ESM Building.

The Service Provider can use the delivery elevator from the underground floor to the ground floor to ease the transportation of food, products, materials, tableware, etc. The delivery elevator is restricted only for the use of the Catering Service Provider, the Cleaning Service Provider, the Security Service Provider, and the FM Team. ESM staff cannot use this elevator.

The ESM will provide the Service Provider an office space, kitchen facilities, adequate storage, and refrigerator facilities (suitably equipped and ventilated) for the provision of the Services during the course of the contract (the “**Catering Facilities**”). The Catering Facilities cannot be used for any other purposes.

The ESM will provide hot and cold water, heating, lighting, electricity and other necessary power, sewage, first-aid, and fire-fighting equipment for the Catering Facilities. The ESM FM Team will be entitled at all times to enter into the office and kitchen facilities and other areas within the Catering Facilities, but undertakes not to unreasonably obstruct or delay the Service Provider in the performance of the Services. The existing seating capacity is 110 people (70 people in the internal dining area and 40 people on the terrace). The terrace is only open during late spring, summer, and early autumn. The ESM may review the seating capacity as required.

**Table 1: Overview of the Canteen and Catering Facilities**

Canteen and Catering Facilities			
Underground floor		Ground floor	
Type of area	m <sup>2</sup>	Type of area	m <sup>2</sup>
Storage	7.34 m <sup>2</sup>	Canteen	237 m <sup>2</sup>
Cool storage room	8.38 m <sup>2</sup>	Kitchen	15 m <sup>2</sup>
Waste room	8.84 m <sup>2</sup>	Service line	50 m <sup>2</sup>

Staff room	8.03 m <sup>2</sup>	Corridor	9 m <sup>2</sup>
Changing room	5.20 m <sup>2</sup>	Preparation/storage	7 m <sup>2</sup>
		Scullery	7 m <sup>2</sup>

Tea/coffee points and kitchenettes (together, the “**Kitchenettes**”) are also located throughout the ESM Building – one (1) on the underground floor, one (1) on the ground floor, one (1) on the first floor and one (1) on the second floor.

The ESM has 20 meeting rooms (the “**Meeting Rooms**”) throughout the building with capacity of 2-80 people and a modular conference area (the “**Conference Facilities**”) with capacity of up to 200 people.

**2.2 Required operating periods**

The Canteen provides breakfast and lunch, Monday to Friday on Business Days. “Business Days” mean days on which the ESM is open, which excludes ESM holidays. The Services are required for approximately 240 days per year.

Canteen Services and Kitchenette Services will be provided between 07.30am and 3.30pm unless otherwise requested by the ESM. The On –Demand Services (as further described in Section 4) will be required both during and outside of these hours.

The ESM reserves the right to review and adjust these service periods subject to ESM requirements and in consultation with the Service Provider. The Service Provider is not allowed to adjust these without the prior approval of the ESM.

The ESM may decide to relocate any office or premises of the Catering Facilities at its own costs if required by the ESM’s operational needs. Any such move will be coordinated with the Service Provider and the ESM will give the Service Provider reasonable written notice prior to such relocation. If this occurs, the Catering Services will not be required or invoiced during the period of the move.

**2.3 Cost model**

On average the ESM has 300 people on site per day and an average of 100 meals per day are purchased from the Canteen.

All prices are set by the ESM, which means any additional costs are subsidised by the ESM for items purchased by staff.

The ESM will guarantee a minimum of 50 purchased meals per day to the Service Provider. All other costs will have to be covered with the products sold.

Below is an estimate of the average number of requests per type of meeting and conference with Hospitality Services:

- External meetings (coffee, water and biscuits) per day 3 to 4 +
- Executive meetings (including business lunch) per month 8 to 12 +
- Events with Hospitality Services per year 10 to 15+

**3. Ongoing Services**

**3.1 Canteen services**

The Service Provider will provide all cooking, dishing out and payment services in the Canteen (the “**Canteen Services**”). The Service Provider will be required to provide varied cuisine for a multi-cultural environment with fresh, high-quality and well-presented products, to constantly entice people into the Canteen.

The Service Provider will serve hot meals and provide the ESM with a self-service option for cold items and beverages. Table service at the Canteen is not requested.

The ESM will provide all necessary kitchen appliances (e.g. oven, fridge, stove, and similar) for the performance of the Services (the “**Catering Equipment**”). The Catering Equipment is the sole property of the ESM and cannot be used for any other purpose than delivering the Services. A full list of the Catering Equipment will be provided to shortlisted candidates in the Request for Proposal. Payment is currently centralised under one point of sale.

The opening hours of the Canteen are as follows:

Breakfast	07.30 am - 10.00 am
Lunch	11.45 am - 02.15 pm
Self-Service Option	07.30 am - 03.30 pm

The food and beverage options should include:

- A variety of products/dishes for breakfast and lunch;
- Cold beverages including smoothies and fresh juices;
- Self-service cold items similar to those from the breakfast menu (the “Self-Service Option”);
- A ‘standard’ lunch must include at least the following options: salad bar, protein of the day, soup, dish of the day, side dishes, healthy dish or street food (vegetarian/non-vegetarian), grill, and dessert (the “Standard Lunch”);
- Once per week a menu should be offered and the menu will include a starter, dish of the day, 2 side dishes, and dessert (the “Menu”).

An example of the envisaged (minimum) menu plans and varieties required are shown below:

<b>Breakfast/ Self-Service Option (concept of a small bakery)</b>	
<b>Requested minimum variety</b>	<b>Examples</b>
2 sandwiches	Tomato/ham/chicken/cheese/egg sandwich with supplementary components etc.
3 types of breads	Brown bread/toast/baguette/white bread/rye bread/pumpernickel etc.
4 pastries and sweet treats (2 only for the Self-Service Option)	Butter croissants, pain au chocolat, brownies, muffins, bagels, crumpets, pies, cookies, apple turnover, currant bun, ham/cheese croissants etc.
2 warm snacks (not required for the Self-Service Option)	Omelette, scrambled eggs, fried eggs, pancakes, ham/cheese croissants, etc.
4 fresh fruits	Banana, pineapple, melon, orange, apple, strawberry, seasonal and regional fruits etc.
2 fresh fruit juices or smoothies	Orange juice, mixed fruits juice/smoothie, fruit compote etc.
Yoghurt and 2 types of cereals (not required for the Self-Service Option)	Yoghurt/quark; oats, crunchy cereals, porridge, bircher muesli etc.

<b>Lunch   Standard Lunch</b>	
<b>Requested minimum variety</b>	<b>Examples / description</b>
1 daily soup	Potato/carrot soup, cauliflower, green beans, mushrooms, pumpkin soup, minestrone etc.
Salad buffet incl. 6 different components, 3 toppings and 4 dressings	Buffet of lettuce, cucumber, carrot, tomato, beetroot, tuna, pasta salad, rice salad, caprese, mushrooms, green beans, etc.; nuts, prawns, olives etc.; vinegar, oil, 2 premade dressings
Main dishes: - 1 dish of the day (meat/fish)	- roasted turkey, trout fillet, bbq etc. - quiche, pasta, stuffed peppers, penne all'arrabbiata etc.

- 1 dish of the day (healthy choice/pasta/street food) - 1 grill of the week	- grill option which is available for the entire week (fish, meat) - the main dishes should always include vegetarian and non-vegetarian option
Protein of the day	Chicken, scampi, turkey, pork, etc.
3 side dishes	Potatoes, rice, vegetables, couscous, etc.
1 dessert	Tiramisu, chocolate mousse, rice pudding, panna cotta, fruits etc.

The Service Provider will offer menus such as theme or country-specific weeks. Those will be discussed with the ESM responsible person at least three (3) weeks in advance and may include the following:

- Asian week with curries, wok dishes, sushi etc.;
- Italian week with pizza, pasta, antipasti etc.; and
- Mexican week with enchiladas, tortillas etc.

The Service Provider will cater for individual preferences (e.g. variable spice levels, medium or rare steak, etc.). Each table must have salt and pepper mills. Special meals for allergy sufferers are not necessary, but additives and allergens of all foods must be indicated.

The Service Provider will prepare a weekly menu including the Standard Lunches for each day of the week planned for the following two (2) weeks and provide this to ESM three (3) weeks in advance. Practically, the Service Provider will submit two (2) weekly menus for approval to the ESM responsible person. The menu options will be different every week. The Service Provider will not serve the same dish for at least six (6) weeks. All menus will include an overview of food allergens, calories, etc.

### 3.2 Kitchenette services

The four (4) Kitchenettes contain coffee machines, water dispensers and vending machines (the “**Kitchenette Equipment**”), and have limited seating for lunch and coffee breaks.

The Service Provider must provide the following equipment:

- four (4) vending machines, one for each Kitchenette for which the ESM will pay a rent
- three (3) water dispensers which will be bought by ESM

The ESM owns the water dispensers and coffee machines, and the rest of the kitchen equipment.

Depending on availability, and opening hours of the Canteen, the variety and volume of products in the vending machines should be adapted to provide a wide choice.

Additionally, the Service Provider will ensure the vending machines meet the following requirements:

- Food and beverages will be stocked daily in the vending machines before 9am;
- The payment system has to allow both badge (RFID) and coin payment;
- The Service Provider will be responsible for both the installation of the vending machines and all other related services such as repairs, cleaning, maintenance, refilling, etc.;
- Wireless integration of vending machines into the POS system is favoured;
- The available space for each vending machine is 90 cm (width) x 90 cm (depth), maximum.

The Service Provider will be responsible for:

- In all four Kitchenettes: anything related to the vending machines
- In the ground floor Kitchenette and until 3:30 pm only:
  - Tidying (dishwasher activity, general cleanliness of the Kitchenette, ensuring availability of tableware)
  - Stocking of supplies (coffee, tea, milk, sugar, etc...)

These two activities (tidying and stocking of supplies) are out of scope of this contract for the other Kitchenettes located on the other floors, and the ground floor Kitchenette after 3.30pm, as they are performed by a separate supplier.

The Service Provider will need to keep stock and order all consumables for each Kitchenette on a daily basis. Consumables for the Kitchenettes include, but are not limited to, the following: tea, coffee, water bottles, milk, sugar, honey, and biscuits. The Service Provider will refill milk in the fridges, coffee beans in the coffee machines, tea bags in the tea containers etc.

The Service Provider will also need to maintain the existing tableware in the Kitchenettes.

### **3.3 Maintenance of the Catering Equipment and Kitchenette Equipment and the Catering Tableware (together, the “Equipment”)**

The Service Provider must maintain and repair all the Equipment. The maintenance services are to be carried out in strict accordance with the manufacturer’s recommendations.

The Service Provider will provide the ESM responsible person with a yearly maintenance schedule for all Catering Equipment and Kitchenette Equipment. In addition, the Service Provider will keep a warranty record for all Catering Equipment and Kitchenette Equipment and will document any interventions performed.

Evidence of the maintenance services (to the required schedule) has to be regularly presented to the ESM responsible person by providing at least a half-yearly report.

The maintenance services include all measures that are required to maintain the Catering Equipment and Kitchenette Equipment in an operational state and to avoid any interruption or interference with regard to the use of the Catering Equipment and Kitchenette Equipment. Maintenance services include regular inspection of the Catering Equipment and Kitchenette Equipment.

The Service Provider will be responsible for the maintenance of all other equipment and material required for the Catering Services (the “**Catering Tableware**”). The Catering Tableware includes, but is not limited to, the following:

- Tableware;
- Pans, pots, etc.;
- Salt and pepper pots;
- Trays; and
- Coffee cups.

The Service Provider will ensure the security of all Equipment under its control. The Service Provider will be liable for all loss of, or damage to the Catering Facilities and the Equipment (excluding fair wear and tear), unless such loss or damage was caused by the ESM or any other party the ESM is responsible for. The Service Provider will inform the ESM responsible person immediately upon becoming aware of any defects appearing in, or losses or damage occurring to, the Catering Facilities and/or the Equipment.

The Service Provider will assess the status of the Equipment and include in the annual report any recommendations for maintenance, replacement and/or upgrade of the Equipment requirements for the forthcoming contract year with associated costs.

The Service Provider will also arrange for the removal and recycling of the grease used in the relevant items of the Catering Equipment (“**Degreasing**”) in accordance with volume and requirements. Degreasing includes all measures required to maintain the relevant Catering Equipment in an operational state and to

avoid any interruption, interference or disturbance to, the use of same, other Catering Equipment, or to the ESM. All legal regulations and requirements must be complied with in respect of the Degreasing.

The Service Provider will be responsible for the professional cleaning of the Catering Facilities and the Equipment, including but not limited to:

- Floor, walls, ceilings;
- Fixtures and fittings;
- Ventilation hoods;
- Storage, preparation and cooking equipment;
- Light kitchen utensils and equipment;
- Dishwasher, glass wash and utensil wash equipment, including the conveyor belt in the Canteen;
- Kitchen, serving and dining utensils;
- Coffee machines, water dispensers;
- Scullery and service area; and
- Inside and terrace restaurant tables.

At least four (4) times per year, the Service Provider will perform a deep clean of all the Equipment (Catering and Kitchenette Equipment) and the area it is installed in as described above.

In respect of cleaning related to the catering Services the Service Provider must comply with all legal regulations and requirements. Where allowed by legal regulations, all other areas i.e. dining area, Kitchenettes, staff room, changing rooms, recycling units, etc. will be cleaned by ESM or its relevant third party provider, with whom the Service Provider has to coordinate the cleaning process and timing.

The Service Provider will report immediately to the ESM via the ESM's Ticketing Tool (as defined in Section 7.2) or via e-mail to the ESM responsible person if they consider the Catering Facilities and/or Equipment to be defective or not performing to the required standards.

### **3.4 Waste management and pest control services**

#### **Waste management**

The Service Provider will be responsible for professional waste separation and disposal. Please note that the ESM has implemented the in-house waste management system by SuperDrecksKëscht® and this corresponding regulation has to be complied with by the Service Provider. The costs for the waste disposal are paid by the ESM.

#### **Pest control**

The Service Provider will supply the ESM with pest control Services for its kitchen facilities, to control and/or eradicate all forms of pests such as:

- ⇒ Rats;
- ⇒ Mice;
- ⇒ Birds;
- ⇒ Wasps;
- ⇒ Cockroaches;
- ⇒ Fleas/Bugs; and
- ⇒ All other unidentified infestations.

The Service Provider will make a regular visit to all kitchen areas to check traps/bait for signs of pest activity. The Service Provider will remove and replace any traps/bait activated to dispose of any vermin in the most appropriate manner and in line with any applicable regulations.

The Service Provider will submit a detailed report to the responsible ESM staff member, detailing any activity concerning pests and advice on specific actions to be taken.

All baits and traps must comply with all applicable laws and regulations.

#### **Record keeping of pest control Services**

- ⇒ The Service Provider will be responsible for holding a full detailed log of baits and traps etc., and maintain an up-to-date floor plan, indicating exact locations of such baits, traps etc. Copies will be provided as part of the regular (monthly, quarterly, annual) reporting to the ESM.
- ⇒ Records of visits and reports will be maintained and made available for inspection by the ESM as deemed necessary, and requested by the ESM.
- ⇒ Monthly, quarterly, annual status report will be provided by the Service Provider, and made available to the ESM at relevant monthly meetings.

## **4. On-demand Services**

### **4.1 Hospitality services**

The Service Provider will be required to provide food and beverages for various types of events in the ESM (the “**Hospitality Services**”). Generally, Hospitality Services are required between 8am and 6pm (the “**Business Hours**”), but occasionally will be required outside of these hours, e.g. conferences and events may take place after 6pm.

The Hospitality Services will be ordered in advance by the ESM, will generally be required for meetings and conferences, business lunches, formal events, company and private events (meals, beverages, snacks, buffet options, etc), and will involve both the preparation and the service of the food. The variety required will be different from that required for the Canteen Services. Further detail will be provided on the requirements for these events in the Request for Proposal.

#### **Meetings, conferences, business lunches, company and private events**

Hospitality Services for meetings and conferences cover the provision of hot and cold drinks, biscuits, light snacks, sandwiches, and meals. The exact requirement will depend on the type of meeting/conference. The Service Provider will only be required to provide hot and cold drinks and biscuits for conferences and meetings on the ground floor, unless otherwise requested by the ESM, as another ESM resource prepares these items for meetings and conferences on the other floors. The Service Provider will provide all other items for Hospitality Services for meetings and conferences. The catering attendant (as further described in Section 6) will serve the items required for the Hospitality Services in the ground floor area and occasionally elsewhere in the ESM Building, when requested by the ESM.

From time to time, ESM staff may organize company and private events e.g. farewells, team gatherings, birthday drinks, etc. in the Canteen. In such cases, the Service Provider might be asked to provide drinks (beer, wine, champagne, etc.) and catering (finger food, pastries, etc.). In these cases, ESM staff will directly approach the Service Provider and ask for a quote.

### **4.2 Hospitality services general requirements**

All menus will be provided in digital format and show a picture of the food/meal and the associated allergens and calories.

All requests for Hospitality Services will be submitted to the Service Provider via the Ticketing Tool (as defined in Section 7.2) or via email. All Hospitality options will be listed in a single document, with pricing and allergens and those requesting Hospitality Services will indicate their requirement on this document.

The ESM reserves the right to source Hospitality Services from an alternate provider if it determines, in its sole discretion that an alternate provider is required or where the Service Provider is unable to meet the ESM's requirements.

### 4.3 Ad-hoc purchases

Ad-hoc purchases could consist of the following:

- Equipment;
- Catering Tableware; and
- Additional catering resources (e.g. kitchen staff).

All ad-hoc purchases will be ordered by the ESM separately. The requests for purchases have to be executed in writing via email or via the Ticketing Tool (as defined in Section 7.2) by the ESM FM Team. The Service Provider will respond to the request with an offer within five (5) business days via email or via the Ticketing Tool. If the ESM decides to proceed with the offer, the FM responsible person will provide the Service Provider with a Release Order (RO) describing the request.

## 5. Start-up Phase and Handover

Upon execution of the contract with the Service Provider, the Service Provider will manage the transition of the Services from the incumbent provider to the Service Provider in order for the Service Provider to commence the provision of the Services (the “**Start-Up Phase**”). The Start-Up Phase must be completed within one month of the effective date of the contract. During the Start-Up Phase, the incumbent provider will continue to be responsible for delivering the Services.

As part of the Start-Up Phase, the Service Provider will be required to perform the following non-exhaustive list of tasks:

- Allocate a project manager for all related catering activities in the context of these specifications;
- Set up an independent quality management system including checklists for quality measurement within the Start-Up Phase, which must be fully implemented in accordance with the requirements or criteria described by the ESM;
- Collaborate with and support the designated ESM responsible person (i.e. to organize, prepare and moderate catering related meetings, deliver requested input, etc.);
- Set up all organisational and workflow related procedures for the smooth transition (implement catering requirements into POS-System, specify meeting room workflow, elaborate interfaces, training of personnel, etc.);
- Verification and approval of provided quantities (together with the ESM) for catering related inventory e.g. the Equipment;
- Allocation of appropriate and sufficient personnel, equipment, activities, and an action plan (incl. the reporting, meeting set-up, KPI evaluation, annual forecast, guided Tour) for the proper provision of Services;
- The Service Provider has to adapt the Services to be provided to the ESM procedures and manuals and provide recommendations to the ESM for possible improvements;

As soon as the relevant tasks described above have been completed, the Service Provider has to inform the ESM to start the approval of the Start-Up Phase (the “**Handover**”). Together with the Service Provider, the ESM will check the fulfilment of the tasks and approve the Start-Up Phase, or demand the correct fulfilment of the incomplete tasks by the Service Provider. When the Handover is accepted by the ESM in writing, the Service Provider will be responsible for providing the Services.

### Transfer of Undertakings

The Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour. For more information please refer to art 3.3.6 of the Pre-Qualification Document.

At present, there are 5.25 full-time equivalent staff involved in the provision of the Services and they perform the following roles: Chef, Chef's Assistant, Cashier, and Catering attendant.

## **6. Catering Services Personnel**

### **6.1 General personnel minimum requirements**

Based on the Service requirements, the Service Provider has to estimate the number of necessary personnel required to perform the Services.

The Service Provider will provide a selected team composed by Key Personnel and all the staff considered necessary for the provision of the Services to the ESM. The 'Key Personnel' are the chef, the catering attendant, and the chef's assistants.

All staff members (Key Personnel and additional staff) will possess individually the following minimum requirements (non-exhaustive):

- Be fully capable of performing the duties described in these specifications;
- Be presentable, with clean and pressed uniforms;
- Be helpful and courteous and able to work under pressure;
- Ability to multitask;
- Good communication skills;
- Capable to ensure hygiene guidelines;
- Experience in hospitality and food handling.

The Key Personnel must have a good level of spoken and written English. The Key Personnel are expected to be individuals with excellent motivational and communication skills and to have knowledge of foreign cultures and cuisines taking into account the multicultural background of staff working at the ESM.

The Service Provider will provide experienced and high quality staff for the provision of the Services. The Service Provider will ensure that all staff providing the Services to the ESM will be adequately skilled, qualified, medically fit, and trained for the tasks they are to perform and in particular medically fit for working in connection with food and beverages. The Service Provider will ensure at all times the diligent, and proper execution of the Services by its staff.

The uniforms for the staff of the Service Provider will be provided by the Service Provider for the performance of the Services and will depict the Service Provider's company name. The ESM reserves the right to choose colours and materials.

The Service Provider has to provide its staff with suitable and appropriate personal protective equipment and ensure that suitable first aid facilities are provided to the Service Provider's staff.

Upon the request of the ESM, the Service Provider will provide full details of the previous employment, police clearance certificates and applicable training and qualification records of the Service Provider staff assigned to work at the ESM premises as well as copies of ID.

#### **Staff replacement**

The Service Provider will ensure that Key Personnel will be substituted only in exceptional cases and based on ESM prior agreement.

In case of key personnel replacements, the Service Provider will ensure that all new staff receive an appropriate theoretical and practical introduction, which has to be conducted by the Service Provider without using any ESM resources.

The Service Provider will immediately advise the ESM should it propose to replace any Key Personnel. The ESM will have the right to assess and interview the candidate.

In case of sickness, holidays, maternity/paternity leave and other absences of any of the Service Provider's personnel, the Service Provider will provide a replacement on the first day of absence. Such substitutions will be in all respects at the expense of the Service Provider and the substitutes will be no less experienced or qualified than the personnel being replaced.

The Service Provider will also ensure that the holidays taken by the Key Personnel do not coincide at any time.

If in the reasonable opinion of the ESM any of the Service Provider's staff are incapable of carrying out his/her duties; are unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from ESM Canteen users); or have materially failed, in the opinion of the ESM, to carry out its duties with reasonable skill and care, the ESM may require that the Service Provider replace such staff member.

Upon receipt of such request, the Service Provider will substitute a satisfactory individual to perform the relevant tasks member within a reasonable time. The costs of such replacement will be at the Service Provider expense and the substitute will be no less experienced or qualified than the staff member being replaced.

Upon award of the contract, the Service Provider will deliver to the ESM responsible person a list of all names of the Service Provider personnel, including the replacement personnel.

## **6.2 Specific personnel minimum requirements**

In addition to the General Personnel Requirements for the Service Providers staff working on the ESM premises, the following Specific Personnel Minimum Requirements as outlined below have to be complied with:

### **Kitchen staff**

- The personnel will be responsible for the Equipment and competent in its operation;
- Ability to work in a team and deal with conflicts;
- Minimum two (2) years of work experience.

### **Account manager**

The account manager will speak English fluently, and have a good command of written English. The Account Manager will have good leadership and communication skills. The account manager responsibilities will include, but are not limited to, the following:

- Oversee the contract, including the start of the Services and implementation/ Start-Up Phase of the contract (including any subcontractor services);
- Monitor the provision of the Services and ensure compliance with the SLS's (Service level Specifications);
- Provision and analysis of management information and catering sales figures;
- Act as a key management contact for the ESM;
- Prepare monthly, quarterly, annual reports and ad-hoc reports, if necessary;
- Advise on results of data analysis, trends and industry developments to identify additional cost savings;
- Agree and review any additional key performance indicators ("KPI"), monitoring existing KPIs;
- Agree and review any changes to the defined SLS;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Work on continuous improvement initiatives;
- Work with the ESM responsible contact person on any contract related matters; negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, where required;

- Attend monthly, quarterly, and annual meetings.

### **Chef**

The chef will speak English fluently, and have a good command of written English. The chef will have completed recognised training as a chef to become a restaurant specialist and a catering specialist, or have comparable domestic or foreign training. The chef will have a minimum of five (5) years of work experience, evidenced by a reference. The chef's responsibilities will include but are not limited to, the following:

- Coordination of the entire kitchen area to ensure a seamless workflow;
- Motivating others and leading personnel;
- Creativity in menu creation.

### **Catering attendant**

The catering attendant will speak English fluently, and have a good command of written English. The catering attendant will have done an apprenticeship as catering attendant or in gastronomy and will have a minimum of two (2) years of experience as a catering attendant, including food services. The catering attendant responsibilities will include, but are not limited to, the following:

- Serving high level business lunches in the ESM Premises;
- Managing and servicing meeting rooms and meeting catering requests for the ground floor;
- In case there are no catering requests:
  - supporting the Service Provider in catering related matters, including:
    - Vending machines;
    - Water dispensers (CO2 bottles, refilling gym bottles, etc.);
    - Additional tasks supporting the Service Provider during breakfast and lunchtime;
  - supporting the ESM FM in catering-related matters, including:
    - Distributing milk, tea, sugar, etc.;
    - Refilling coffee machines;
    - Keeping Kitchenettes in good order; and
    - Additional tasks upon request from ESM FM.

Each staff member must have the following:

- First-aid certificate;
- Police clearance certificate.

## **7. Technical Requirements**

### **7.1 Point of sale equipment (POS-system)**

A "Point of Sale" system (the "POSS") has to be implemented in order to connect all food and beverages sales points, i.e. all vending machines, cash desks etc. must be connected to a central system.

Specific features of the POSS must include:

- Interface of the system with the existing ESM employee badges (Interflex RFID);
- Purchasing via the ESM employee badge;
- Wireless integration of vending machines is required.
- When paying with their badge at the Canteen, each individual will get a receipt. This receipt must be absolutely transparent;
- The payment system has to be usable by any replacement provider;

- Provide three types of payment methods: individuals will pay with their employee badge (RFID chip) or cash, or debit/credit card; and
- There must be minimum one loading station for the badges; loadable with cash and credit card. In addition, if possible, the ESM would like the provider to propose a solution e.g. an iPhone application which allows to charge the ESM employee badges online with a credit/debit card. This application should also display the daily menu, the food allergens, and allow customers to provide their feedback for the daily menu. The application should also provide reports and statistics.

The Service Provider will be responsible for accounting and transparent invoicing.

## **7.2 Ticketing tool**

The ESM has an internal ticketing system (the “**Ticketing Tool**”) containing a module for meeting-room reservation and requests for Hospitality Services. The Service Provider will get limited access to this system, in order to receive tickets, provide updates to the ESM, as well as raise tickets for Service or operational issues.

The Service Provider staff will use the Ticketing System for requests/incidents related to catering requests, ordering of equipment etc.

Access to the Ticketing System will be provided by the ESM. The Service Provider will not be compensated for any time required for training and induction courses for this system.

# **8. Quality Assurance, Certifications and Service Level Requirements**

## **8.1 Quality assurance**

The quality of food, beverages, and catering goods purchased for the provision of the Services will be of a good commercial quality. The Service Provider will implement quality control procedures for all incoming food and beverages, and catering goods to ensure that they are within the stated expiry date and free from damage and pest infestation.

The Service Provider will ensure that all food and beverages, and catering goods are handled, stored, prepared and cooked (as applicable) appropriately, and that procedures are in place to ensure they are kept at the requisite temperature at all times including but not limited to storage prior to preparation, during cooking, during transfer and at the point of service.

The Service Provider will operate an efficient computerised stock control system to undertake weekly stocktaking of all food, beverages, and catering goods. A full detailed inventory of all food, beverages, catering goods and Equipment will be made once every quarter and the results will be made available to the ESM responsible person.

The Service Provider will be responsible for ordering, receiving, and storing all goods required for the Services, as well as for the related quality checks. This includes all Equipment and miscellaneous products required for the Services.

All the purchases related to the food, equipment or tools necessary to perform the Services must be managed in accordance with the relevant regulations. Product quality has to be continually audited in line with hygiene and other regulations.

The ESM seeks to enhance its environmental social and governance practices on an ongoing basis. In this context the ESM implements measures to enhance its environmental and social and governance profile and to align with best practices.

These measures may also be implemented in the context of the catering Services - in particular regarding the environmental impact.

Such measures may include, but are not limited to: obtaining best practice certifications, voluntary disclosures and reporting, the removal of single-use plastics in all catering, sourcing local foods and other initiatives to reduce the environmental impact of operations relating to the ESM Canteen services.

Considering the above, the Service Provider must ensure the following qualitative aspects:

- Promote the use of products which they have the following certifications : EU organic certification, Marque nationale, Bio-Lëtzebuerg, Demeter, Naturschutz Fleisch, Produit du terroir - Lëtzebuenger Gromperen, Produit du Terroir - Lëtzebuenger Wees, Miel a Brout, or equivalent;
- Restrict use of refined oils and fats to a realistic minimum (if used, they have to be explained in the concept and indicated next to the offered products);
- Restrict use of additives such as colours, preservatives, antioxidants, sweeteners, flavour enhancers, emulsifiers, stabilisers, thickeners etc. to a realistic minimum;
- Use an high proportion of seasonal and regional (Benelux) meat, vegetables and fruits (except for exotic fruits such as bananas, oranges etc.);
- Describe the origin of ingredients and products;
- Use of fresh products; in case of pre-prepared products, freshness has to be ensured;
- If pre-prepared products are used, details have to be specified (manufacturing, transport, storage, any sub-contractors etc.)
- Clients of the Canteen shall be able to easily identify healthy products and meals (e.g. with colour codes).
- Individual dishes shall list their contents with respect to quantities of sugar, fat, calories, and additives.
- removal of single-use plastics in all Services;
- Use of reusable products; and
- Use of organic cleaning agents.

The Service Provider should show ways to improve e.g. reduction of food waste, replacement of plastic by environmentally friendly and reusable products, etc.

All legal requirements must be fulfilled by the Service Provider. Apart from continuous hygiene controls on the part of the Service Provider, unannounced internal and external inspections can be conducted on behalf of the ESM.

- The Service Provider must maintain and keep up-to-date health and safety records and upon request to make these available for inspection by the ESM and/or authorities and/or anyone else if required by applicable law.

## **8.2 Certifications and H&S matters**

The Service Provider has both to maintain ISO 9001 and ISO 14001 or EMAS certifications or equivalent during the contract period.

The Service Provider will develop a site-specific health, safety, and hygiene policy (the “**HSH Policy**”). The HSH Policy will include control measures to ensure the selection of high-quality and microbiologically safe raw materials by the Service Provider to be used for the preparation of any of the consumed food. In addition, risk assessments and method statements detailing the Services will be prepared by the Service Provider for all activities carried out at the ESM premises and submitted for review to the ESM responsible person as part of the HSH Policy.

The HSH Policy must include the following non-exhaustive list of health, safety and hygiene documents:

- Contact list;
- Method statement;
- Risk assessment;
- Control of Substances hazardous to Health (COSHH), and
- Hazard Analysis Critical Control Point (HACCP).

The Service Provider personnel will maintain proper standard of food safety, personal hygiene and personal apparel, in accordance with the applicable quality standards and the HSH Policy at all times while on the ESM premises in accordance with the Service Level Requirements.

### **8.3 Service level requirements and bonus-malus rule:**

The contract awarded as a result of this procurement procedure will include a Service Level Requirement and key performance indicators (KPIs). If the provider fails to meet the KPIs, service credits or other performance management arrangements to address contractual performance, may be enforced by the ESM at its sole discretion. The ESM may also include a bonus-malus rule in the contract.

## **ANNEX 2 ELIGIBILITY AND EXCLUSION CRITERIA, SELECTION CRITERIA AND OTHER REQUIRED INFORMATION AND DOCUMENTS**

## **1. Eligibility and Exclusion Criteria**

### **1.1. Declaration on the Eligibility, Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest**

Candidates are requested to complete, date and duly sign by an authorised representative the below Declaration on the Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.



**DECLARATION ON THE ELIGIBILITY, EXCLUSION CRITERIA, ECONOMIC, FINANCIAL AND OPERATIONAL CAPACITY AND THE ABSENCE OF CONFLICT OF INTEREST**

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)\* on behalf of [NAME OF THE CANDIDATE], certify (certifies) the following and will provide the evidence to that effect as specified in the procurement documents (if applicable):

1. The Candidate is not bankrupt or being wound up, subject to administration or in any similar situation provided for in national legislation or regulations.
2. The Candidate is not guilty of grave professional misconduct, which renders its integrity questionable.
3. The Candidate is not in breach of 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 the Candidate resides or is established or where the FA awarded as a result of this procurement process is to be performed.
4. The Candidate has not shown significant or persistent deficiencies in the performance of another contract, or with its obligations under the law.
5. The Candidate or its management, staff or agents are not subject to a conflict of interest.
6. The Candidate has not seriously misrepresented information required by the ESM.
7. The Candidate did not and will not contact other Candidates with the purpose of distorting competition, or try to unduly influence the ESM's decision-making process.

If any circumstances arise during the course of the procurement process which may affect the above, the Candidate must inform the ESM thereof without undue delay.

The Candidate may submit evidence to demonstrate its eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

**The Candidate declares also that:**

1. The Candidate has the economic, financial and operational capacity (technical, management) to carry out the proposed project and tasks.
2. The Candidate has approved financial statements for the last three financial years.

By: **Signature (Signed)** \_\_\_\_\_  
**Name and Title (Typed)** \_\_\_\_\_  
**Place and Date** \_\_\_\_\_

**1.2. Non-Collusion Declaration**

Candidates are requested to complete, date and duly sign by an authorised representative the below Non-Collusion Declaration.



**NON-COLLUSION DECLARATION**

The undersigned, acting in his/her own name/as [a] duly appointed representative(s)\* of [NAME OF THE CANDIDATE] declare(s) the following:

I refer to the PQ Ref. No.: FM/16/CAT/MC/19, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: FM/16/CAT/MC/19, the Candidate has not breached any applicable provisions of competition law or other applicable laws. In particular, the Candidate has prepared the Application completely independently and certifies that it has not and will not divulge, discuss or compare its Application with other Candidates participating in this procurement process and has not and will not contact or collude with such other Candidates with the purpose of distorting competition. The Candidate will take all appropriate and necessary measures to ensure that its subcontractors or other third parties involved respect the same rules and principles.

The Candidate is not aware of any elements that could influence competition between the different Candidates participating in this procurement process. If the Candidate becomes aware of any such elements it will immediately and in writing disclose such elements to the ESM.

**By: Signature (Signed)** \_\_\_\_\_  
**Name and Title (Typed)** \_\_\_\_\_  
**Place and Date** \_\_\_\_\_

## 2. Selection Criteria

As part of their Application, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

**Please note that for the purpose of the evaluation of the Applications the ESM will assess the responses provided to the items set out below in this Section 2.**

### 2.1. Economic and financial standing

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Economic and Financial Standing</b>	<b>1</b>	<b>Pass/Fail</b>	The Candidate must have an annual, global revenue in excess of EUR 800,000 in each of its last three (3) most recent completed fiscal years for the provision of similar services.	Attestation

### 2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Technical or Professional Ability</b>	<b>1</b>	<b>Pass/Fail</b>	Confirm the Candidate has the ability and capacity to deliver, without exception, the Services sought by the ESM as set out in Annex 1 to this PQD.	Attestation declaring to have sufficient staff (in particular the kitchen staff, account manager, chef, service staff) and other necessary resources in place, readily available, and operational as of the publication date of this PQD to provide all the necessary Catering Services.
	<b>2</b>	<b>Pass/Fail</b>	The Candidate must prove three years' relevant experience in the provision of the Services as set out in Annex 1 to this PQD	Attestation containing a list of contracts under which relevant services were provided over the past three years in the field covered by this Pre-Qualification Document together with details of their volume, values, the periods during which they were provided, the locations to which they were provided, which, if any, activities were subcontracted and to what extent. One of the contracts must be for a client's staff restaurant averaging a minimum 100 daily meals.

### 2.3. Authorisation and suitability to carry out the relevant professional activity

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Authorisation and Suitability to Carry out the Relevant Professional Activity</b>	<b>1</b>	<b>Pass/Fail</b>	The Candidate must have general liability insurance valid in Luxembourg covering the risks linked to the operation of the Services.	Copy of the insurance certificate including term of validity and amount covered.
	<b>2</b>	<b>Pass/Fail</b>	The Candidate must hold an ISO 9001 and ISO 14001 or EMAS or equivalent during the contract period.	Copy of the existing ISO 9001 and ISO 14001 or EMAS certificate or equivalent including expiry dates.
	<b>3</b>	<b>Pass/Fail</b>	Ability to perform the Catering services under Luxembourg national law	Evidence that the candidate is registered in a relevant professional or trade register.

FOR INFORMATION ONLY ITEMS		
Item No	Questions	RESPONSE
<b>1.1.</b>	Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
<b>1.2</b>	Is the entity contracting with the ESM ("Contracting Entity") registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
<b>1.3</b>	Is any entity directly or indirectly controlling the Contracting Entity (e.g. a parent company) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
<b>1.4</b>	Is any other entity with access to ESM data (e.g. a subcontractor providing the IT infrastructure/servers) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	

### **3. Other Required Information and Documents**

#### **3.1. Cover Certification Form**

Candidates are requested to complete, date and duly sign by an authorised representative the below Cover Certification Form



## COVER CERTIFICATION FORM

## Submitted in Response to PQ Ref. No.: FM/16/CAT/MC/19

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)\* on behalf of [NAME OF THE CANDIDATE ], certify that this Application is made without prior understanding, agreement, or connection with any other person(s) or company(ies) submitting an Application in this procurement process and is in all aspects fair and without collusion or fraud. I certify that I am authorised to sign this Application on behalf of the Candidate.

I further certify that:

- The submission of this Application is deemed as acceptance of all the terms and conditions of this PQD.
- The content of this Cover Certification Form, the Declaration on Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest, the Non-Collusion Declaration and the Application are true, accurate and complete.
- When providing an attestation/confirmation in my responses and justifications to the Selection criteria such responses and justifications are true, accurate and complete.

## Required Information

## Response of Candidate

**Exact legal name:**

**Legal type (e.g. private limited liability company):**

**City, Country:**

**Nationality or Head Office Location:**

**Registered office address:**

**Telephone:**

**Website:**

**E-mail address:**

<b>Name of the authorised contact person for matters pertaining to this PQ</b>	
<b>E-mail:</b>	

**Name and title of representative(s) signing the Application on behalf of the Candidate:**

**By: Signature (Signed)** \_\_\_\_\_

**Name and Title (Typed)** \_\_\_\_\_

**Place and Date** \_\_\_\_\_