

European Stability Mechanism



## **Pre-Qualification Document**

**PQ Ref. No.: FM/01/CS/AG/20**

**Provision of cleaning services**

**15/04/2020**

# 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 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 that 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	This document
2.	Annex 1 – Summary Description of the Procurement Requirement	Included as an Annex to this PQD (Annex 1)
3.	Annex 2 – Eligibility & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as an Annex 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**”) with a single provider for the provision of security and other related 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.	Contract notice and PQD publication date	15/04/2020
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	06/05/2020
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the "Applications Deadline")	20/05/2020, 11:00 hrs (local Luxembourg time)
5.	Target date for dispatch of the ESM's decision on the pre-qualified Candidates	01/06/2020

### 3.3 The ESM "Sole Contact" Details

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

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 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 requested	PDF

### 3.6 Coordinates and Guidelines for Submission of Applications

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

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

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Attention: Dr. Asta Gerhardt

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.
  - o “Annex 2: 1.1 – Declaration on the exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest”
  - o “Annex 2: 1.2 – Non-Collusion Declaration”
  - o “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 nos. 1.1 and 1.2 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 nos. 1.1 and 1.2	Pass / Fail

In order to assess a Candidate’s capacity to perform the contract, 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 as 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 to be missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject any further consideration of 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 Framework Agreement 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, 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'.

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.

#### **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 subcontract 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 Framework Agreement to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Framework Agreement 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.

## Annex 1 Terms of Reference

### 1. Background and Overview of Requirements

#### 1.1 Background

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 “**KUBIK Building**” or “**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 the ground, first and second floors of the KUBIK Building, and some storage and archive areas on the first and second underground floors. The total rented area is approximately 8,500 m<sup>2</sup> (the “**Existing Area**”) and provides about 300 workspaces, 20 meeting rooms (capacity of 2-80 persons), a conference area (capacity of 200 persons on the first underground floor), language rooms, interview room, and a creative/project area. In addition, there is a staff restaurant located on the ground floor with a terrace, and tea kitchens on the underground, ground, first and second floors. There are gym facilities, nursing room and a quiet break room located on the first underground floor and several functional rooms (i.e. server / technical, sanitary, small storages, UPS etc.) located throughout the KUBIK Building.

The ESM requires the services of a single provider to provide cleaning and other related services to the ESM (the “**Service Provider**”). Currently, the incumbent provider Dussmann Service S.a.r.l., provides cleaning and other related services. The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the cleaning services to the ESM in Q4 2020.

The Service Provider will perform cleaning and other related services (the “**Services**” or “**Cleaning Services**”) described in detail in these Terms of Reference (Annex A), and to centralise the management and delivery of those Services, working alongside with the ESM’s Facilities Management Team (the “**FM Team**”) which consists of four (4) members of staff and one (1) trainee.

The role of the Service Provider will be to not only maintain business continuity of the Services, but also to add value in standardizing and improving the quality of the Services (e.g. to be proactive in identifying and delivering efficiencies).

## 1.2 Overview of Services

The ESM will award a framework agreement to a single Service Provider for the provision of the Services (the “**Framework Agreement**” or “**Contract**”) for a period of four years. The Service Provider will provide end-to-end cleaning and other related services with adequately trained personnel.

The following Services will be required and are described in detail in Section 2. Description of Services:

### 1. Ongoing services:

- a) Regular cleaning;
- b) Interior windows and glass cleaning;
- c) Doormat cleaning;
- d) Deep cleaning;
- e) Laundry services;
- f) FM-support services;
- g) Confidential waste management;
- h) Provision of consumables.

### 2. On-demand services

- a) Additional cleaning services;
- b) Additional cleaning for events;
- c) Cleaning of parking garage;
- d) Graffiti removal;
- e) Construction cleaning after renovation/rebuilding or workplace relocation;
- f) Additional FM-support services;
- g) Pest-control services;
- h) Lift & shift services; and
- i) Additional confidential waste management.

In addition, the Service Provider will perform administration, reporting and meeting tasks, all described in detail in Section 6. Reporting and Section 7. Meetings.

Sub-contracting of the Services is allowed. Any Services that are subcontracted will remain however the responsibility of the Service Provider in accordance with the Framework Agreement signed with the ESM.

All Services are required to be carried out according to the applicable Luxembourgish and industry-accepted standards and best practises.

## 1.3 Operational Information

### a) Interface to the catering provider

The ESM catering provider is responsible for the professional cleaning of the kitchen area, the kitchen equipment, and the waste storage (the areas where food is stored, prepared and disposed). All other areas around or connected with the canteen for example, but not limited to: dining area, executive dining rooms, coffee point (lounge), catering providers personnel room, changing rooms, sanitary rooms, recycling units, will be cleaned by the Service Provider. The Service Provider will have to coordinate the adequate usage of cleaning products with the catering provider.

## b) Other matters

The ESM office hours are from 6 am to 10 pm on ESM working days<sup>1</sup>, from Monday to Friday, which includes extended opening hours to facilitate the Building cleaning etc. as well as for late-working.

## 2. Description of the Services

This section describes in detail the Services that the Service Provider will provide during the term of the Framework Agreement.

To the extent permitted under the ESM Procurement Policy, the ESM may from time to time require new cleaning or other related Services, which are not initially provided by the Service Provider, or to modify the existing Services at any time during the term of the Framework Agreement.

### 4.1 Ongoing Services

The Service Provider will be required to provide the services listed below on on-going basis. Those services include regular cleaning, interior windows and glass cleaning, doormat cleaning, deep cleaning, laundry services, FM-support services, confidential waste management, and provision of consumables.

#### a. Regular cleaning

Cleaning has to be completed before 8:30 am each working day. Exceptions have to be addressed to the ESM's responsible person (especially if the service might interfere with an unobstructed operation of the ESM's daily business) and approved by the ESM.

Cleaning schedule		
Morning	6 am – 8 am	in line with service level 1 <sup>2</sup>
Morning	9:30 am – 11:30 am	In line with service level 1, only fitness area and sanitary rooms -1, all stairs, nursery room
Afternoon	1 pm – 3 pm	In line with service level 1, only sanitary rooms ground floor, 1 <sup>st</sup> and 2 <sup>nd</sup> floor

Regular cleaning is periodic repeated cleaning, according to the Service specifications defined by different Service levels below, which are specific for different room-categories. Regular cleaning includes daily cleaning, such as routine attendance by the regular cleaning staff to maintain office cleanliness to the pre-agreed standards on a daily basis.

Parts of the regular cleaning will entail the following non-exhaustive tasks:

- The cleaning of all visible surfaces, where visible dirt and dust has to be removed, regardless of the defined frequencies;

<sup>1</sup> ESM working days are days when ESM is open for business and not always aligned with working days in Luxembourg as ESM may have additional/different holidays. The ESM will always inform the Service Provider about ESM holiday schedule for a given calendar year.

<sup>2</sup> The ESM has three service levels, the standard level required is service level 1 and further details will be disclosed at the later stage.

- Emptying litter bins and ashtrays at the (exterior) building entrance space;
- Removal of dust;
- Removal of stains and stripes on the floors and walls;
- Removal of coffee stains;
- Removal of spider webs; and
- Removal of finger prints.

#### **b. Interior windows and glass cleaning**

Window and glass cleaning will entail the following non-exhaustive tasks:

- Complete cleaning of accessible glass areas (partition walls, doors etc.);
- Cleaning of windows (inside glass surface only);
- Cleaning of the “Dome” (inside roof window cleaning);
- Cleaning of movable and fixed frame elements and where also applicable, windowsills.

In case of soiling, the Service Provider will immediately provide rectification. Desks, windowsills, and radiators are not allowed to be stepped upon, to reach the glass surfaces.

#### **c. Doormat cleaning**

Doormat cleaning will entail the following non-exhaustive tasks:

- Vacuuming of doormats (on-site);
- Monthly professional cleaning of doormats (off-site); and
- Annual replacement of doormats.

For each monthly cleaning cycle, clean doormats will be always placed at the defined areas and the dirty ones will be removed and cleaned professionally off-site.

#### **d. Deep cleaning**

Deep cleaning is a more intense cleaning than the regular cleaning and contains the following non-exhaustive tasks:

- Deep cleaning of hard compounds (stone surface, but not wooden surfaces);
- Deep wet cleaning of textile floors/carpets and removal of marks; and
- Deep cleaning of floor and wall tiles in bathrooms.

For deep cleaning, the Service Provider will use care products which protect the surfaces and reduce the effort of the regular cleaning.

#### **e. Laundry services**

Laundry services contain the following non-exhaustive tasks:

- Washing, ironing and folding of tea and terry towels;
- Washing, ironing, and folding of bedclothes in the nursery room (pillowcases, blankets, duvet covers, etc.).

## **f. FM-support services**

The FM-support activities (for the FM Team of the ESM) requires two full-time day people for housekeeping (full-time-equivalent, meaning 40 hours per week during normal working time, including adequate cover during holidays and other reasons of absence (“FTE”). The back up in case of absences will be provided on the first day of absence.

These two FTE are intended as multi-purpose workers for several ongoing and on-demand Services. The Services on-site have to be provided in a flexible way according to the daily requirements, meaning that there are some activities that have to be performed every day and others that are provided as required. Any details concerning these activities will be determined by the ESM in consultation with the Service Provider.

The main FM-support personnel’ responsibilities consist of the following non-exhaustive tasks:

- Providing coffee and meeting-room refreshments (3-4 meetings per day);
- Setting up meeting-room layouts requested via the ESM ticketing tool Service Now;
- Mail/post - internal collection and distribution (approx. 20 mails per day);
- Printer - checking and refilling paper (2 times per day);
- Ordering and receiving defined deliveries (e.g. consumables and cleaning equipment);
- Reporting damages to the ESM FM Team responsible (as required);
- Handling ad hoc requests;
- Minor cleaning and other services (e.g. tidying up of the dining room, coffee corners and kitchenettes, supervision of deliverymen, refilling and cleaning of fridges and fruit bowls, etc.); and
- Reactive duties in response to the tickets raised in the ESM ticketing tool/ by call/by mail (maximum 3 per day).

The FM-support personnel’ responsibilities may be adjusted from time to time by the ESM in consultation with the Service Provider.

<b>FM support schedule</b>		
Early shift	07.30 am – 4.30 pm	1 h break included
Late shift	10.00 am – 7.00 pm	1 h break included

The ESM will provide rooms with lockers to change clothes and storage rooms for equipment and consumables. The FM-support personnel’ will not be provided with an office space, ESM system access or internet. A mobile phone will be however provided by the ESM to handle electronic requests e.g. calls and tickets.

## **g. Confidential waste management**

### **1. Lease of containers**

The Service Provider will lease to the ESM a minimum of 13 confidential waste containers each with a minimum capacity of 240 litres per month. The containers must be locked and the keys to the containers must be given to the responsible person from the FM Team.

### **2. Collection and destruction of container’s content**

Every second Monday of each month (bi-weekly), and additionally at ESM’s request at any point in time, the Service Provider will collect the containers and destroy their content in a safe and secure

manner, and provide the ESM with empty containers for further use. The destruction of the containers' content will take place on the same day as soon as the Service Provider has collected the containers.

The Service Provider must ensure that the containers' content will be at all times completely destroyed and prevented from being re-sold and reused.

The destruction of the containers' content will be carried out under optimum safety conditions and in accordance with all applicable laws, including laws relating to the processing of paper and cardboard. Unless otherwise agreed, the destruction of the containers' content will be carried out in the presence of one of the representatives of the ESM.

Unless otherwise agreed between the ESM and the Service Provider, a certificate of secure destruction will be attached to each monthly invoice issued by the Service Provider for the provision of confidential waste management Services.

#### **h. Provision of consumables**

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. The Contract will include the measures proposed by the Service Provider in the context of the Services, in particular regarding the environmental protection, workers' health and safety aspects, use environmentally friendly ('green') cleaning products, other materials.

All consumables (toilet paper, paper hand towels, liquid soap, hand sanitizers, air-refreshers, shower soap, dishwasher consumables, bin liner, tea and shower towels, kitchen roll etc.) and Services consumables (e.g. cleaning products, cleaning materials) must be purchased and delivered by the Service Provider.

## 4.2 On-demand Services

On-demand services can be requested at any time in addition to the ongoing Cleaning Services and other related services. They are intended for unforeseen events outside the regular cleaning.

On-demand services consist of providing the following non-exhaustive services:

- Additional cleaning services;
- Additional cleaning for events;
- Cleaning of parking garage;
- Graffiti removal;
- Construction cleaning after renovation/rebuilding or workplace relocation;
- Additional FM-support services;
- Pest-control services;
- Lift & shift services; and
- Additional confidential waste management.

All on-demand Services will be ordered by the ESM separately. The Service Provider has to be able to provide, generally within three business days, the required on-demand service during both ESM office and outside of office hours. However, it may sometimes happen that such on-demand services will be required to be provided within less than three business days.

### **a. Pest control services**

The Service Provider will supply the ESM with pest control services to its Building, 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 areas specified by the ESM 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 most appropriate manner.

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

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

The Service Provider is required to keep records of pest control services as described below:

- The Service Provider will be responsible for holding a full detailed log of bates and traps etc., and maintain an up-to-date floor plan, indicating exact locations of such bates, 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.

#### **b. Lift & shift services**

From time to time, the ESM may request the Service Provider to provide personnel to work under the ESM direction for office moves and changes.

The main lift & shift responsibilities consist of the following non-exhaustive tasks:

- Operational preparation & execution of moves (no scenario planning)
  - Provision and preparation of all necessary tools and equipment (e.g. boxes, adhesive tape, sack barrows, ropes etc.);
  - Secure (un)wrapping and preparing of all necessary move items; and
  - Transport of boxes, accessories and furniture etc. from A to B.
- Steering & monitoring of moving
  - Steering and supervision of the move team by a supervisor if necessary (for large or complex moves).
- Communication
  - Communication to ESM staff and FM Team on the current situation / status;
  - Communication to external parties (e.g. architects, ESM's technical service provider, fire protection experts etc.), only if requested by the ESM.

The Service Provider will ensure that there is at least one English-speaking person for the provision of the lift & shift services to ensure proper communication with the ESM.

#### **c. Additional confidential waste management**

At ESM's request at any point in time, the Service Provider will collect any lost and found items, and any special items as deemed required and destroy them in a safe and secure manner. All collections will be made on request and will be charged additionally. The destruction of the items will take place on the same day as soon as the Service Provider has collected the items.

Unless otherwise agreed between the ESM and the Service Provider, a certificate of secure destruction will be attached to each invoice issued by the Service Provider for the destruction of other items.

### **3. Start-Up Phase**

Upon signature of the Contract, 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 maximum 4 weeks as of the effective date of the Contract. During the Start-Up Phase, the incumbent provider will continue to be responsible for delivering the Services. There will be no additional compensation paid by the ESM to the Service Provider for the implementation of the Start-up Phase.

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 activities in the context of these terms of reference;
- Verify and approve provided quantities (together with the ESM) for cleaning related materials and consumables;
- Set up an independent quality management system, including checklists for quality measurement within the Start-Up Phase. The quality management system must be fully implemented in accordance with the KPIs requirements or criteria relevant to the ESM;
- Create an action plan detailing the allocated personnel, equipment, activities required as per these terms of reference (including the reporting, meetings set-up, KPI evaluation, annual forecast of any relevant improvements, etc.) and thus ensuring a proper provision of the Services.
- Collaborate with and support the designated ESM responsible person (i.e. to organize, prepare and moderate cleaning related meetings, deliver requested input, etc.);
- Set up all organisational and workflow related procedures for the smooth transition of the Services (training of personnel, etc.).

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 ESM together with the Service Provider will check the fulfilment of the tasks and approve the Start-Up Phase or request the correct fulfilment of the incomplete tasks by the Service Provider. When the Start-Up Phase has been 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 Section 3.3.6 of the Pre-Qualification Document.

At present, there are 5,3125 full-time equivalent personnel of the incumbent provider involved in the provision of the Services.

## **4. Personnel Requirements**

### **4.1 General Personnel Minimum Requirements**

Without prejudice to any provision of the Contract, the Service Provider remains at all times responsible and liable for the Service Provider's personnel.

The Service Provider has to hold and maintain ISO 45001, 9001 certification or equivalent during the Contract term.

The Service Provider will provide a dedicated team composed of key personnel and all personnel considered necessary for the provision of the Services to the ESM. The Service Provider will ensure at all times the diligent, due and proper execution of the Services by its personnel. The Service Provider will ensure that all personnel providing the Services to the ESM will be adequately skilled, qualified, and trained for the tasks they are to perform.

All personnel will meet individually the following minimum non-exhaustive requirements:

- Be fully capable of performing the duties described in these terms of reference;
- Be presentable, always wearing clean and pressed uniforms;

- Have a minimum two (2) years of work experience in the role that they will be assigned to, proofed by a reference;
- In the event of changes, all new personnel must be trained in accordance with current standards and statutory regulations;

In addition the above, the Service Provider will ensure that all the personnel provided to the ESM has clean criminal record, all required certificates with proof of qualifications and applicable training.

The Service Provider has to provide uniforms to the personnel performing the Services, which may depict the Service Provider's company name. The ESM reserves the right to choose colours and materials for the FM-support uniforms to align the uniforms to its corporate visual identity.

The Service Provider will ensure that its personnel complies with the ESM security, health and safety policies, and guidelines.

### **Personnel replacement**

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

In case of the Key Personnel's replacements, the Service Provider will ensure that all new personnel will receive an appropriate theoretical and practical introduction, which will 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(s) for the Key Personnel.

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

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 replacements 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.

If in the reasonable opinion of the ESM any of the Service Provider's personnel is incapable of carrying out his/her duties; is unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from ESM members of staff and/or visitors); or has 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 person.

Upon receipt of such request, the Service Provider will provide a satisfactory individual to perform the relevant tasks of the replaced person 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 person being replaced.

Upon signature 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.

## 4.2 Specific Personnel Minimum Requirements

In addition to the general personnel minimum requirements for the Service Providers personnel working on the ESM premises, the Service Provider will comply with the following specific personnel minimum requirements as outlined below.

The Service Provider will provide to the ESM an organizational chart e.g. staffing structure for the team allocated to work at the ESM premises.

The Service Provider will also provide CV's of the Key personnel, including the Account Manager and the Team Supervisor.

### **a. Account Manager**

The account manager must be fluent in English (spoken and written). 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 the Start-Up Phase (including any Services provided by the subcontractors );
- Monitor the provision of the Services and ensure compliance with the Service Level Specifications ("SLS");
- Provide and analyse management information;
- 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"), and monitor 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: e.g. negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, where required;
- Attend monthly, quarterly, and annual meetings.

### **b. Team leader/supervisor (off-site)**

The team leader/supervisor is an off-site leading staff who will be appointed by the Service Provider for support to the ESM. He/she has to fulfil at least the following non-exhaustive conditions:

- Have a good understanding of German and/or French;
- Have good leadership and communication skills.

The team leader/supervisor's responsibilities will include, but are not limited to, the following:

- Report to the responsible person of the FM Team, acting as the Service Provider's central point of contact;
- Participate in monthly, quarterly, annual meetings and ad-hoc meetings, if necessary and/or requested by the ESM;
- Provide offers to the ESM for any of the on-demand Services.
- Instruct cleaning staff, prepare work schedules, etc.

The services provider may decide to appoint one person responsible for the account and supervision of the team as described in the point a) and b) above.

### **c. FM Support**

FM-support personnel will have good English skills (spoken and written). Knowledge of French or German is also desired but is not required. FM-support personnel's responsibilities will include, but are not limited to, the following:

- Monitoring of cleaning personnel (monitor the quality and quantity of the services provided by the cleaning personnel and coordinate with the team leader / supervisor located off-site);
- Ability to judge the extent and scope of reported events in order to take appropriate actions.

For the purpose of this PQD "FM support" is referred to as "Key Personnel".

## **5. Technical Requirements**

### **5.1 Technical equipment & machinery**

All used equipment has to be suitable for the fulfilment of the Services, and not harmful to human health. Vacuum cleaners for the regular cleaning have to be equipped with a micro-filter, or at least produce the same results by other means (no flying dust during the cleaning or other particles after hovering).

All technical cleaning equipment has to be provided and maintained by the Service Provider. The Service Provider will be required to provide state-of-the-art, legally compliant and energy efficient machinery & equipment for the performance of the Services, which apply with the applicable standards and regulations.

Machinery, equipment, cleaning and care products have to be stored in the provided rooms and must be cleaned routinely.

### **5.2 Health, Safety & Environment**

The Service Provider will be responsible for the safe environment while using the technical equipment and machinery for performing the Services.

All cleaning and care products, as well as the methods used, must comply with applicable environmental standards for usage and disposal. Floor cleaning products must allow non-hazardous walking over the floors (not slippery, etc.). In the case of wet floor, the Service Provider has to ensure that warning signs are placed accordingly. Cleaning products used for sanitary areas have to be "RK listed" (suitable for ceramics and appropriately certified etc.) and checked by the Service Provider. Relevant material safety data sheets (hazardous substances, etc.) have to be provided by the Service Provider. The Service Provider has to ensure the professional use and dosing of all cleaning products. All used covers, rags etc. have to be washed and dried over night to avoid bad smells.

### 5.3 Security & Access

The Service Provider's personnel will be provided with entrance badges to the ESM premises. The Service Provider will be fully responsible for the security and any loss of these items.

The Service Provider has to inform to the ESM about any workers, who do not belong to the team allocated to work at the ESM premises and don't have an entrance badge (this includes any workers from subcontractors of the Service Provider).

The Service Provider personnel are not allowed to bring external persons (this includes their family members and friends) or animals at the ESM premises.

### 5.4 Ticketing Tool

The ESM has an internal ticketing system Service Now (the "**Ticketing Tool**") for all facility management activities within the ESM. The Service Provider FM-support personnel and team leader/supervisor will use Service Now or another ticketing system as agreed with the ESM for requests/incidents related to all FM activities of the ESM (cleaning, meetings requests, etc.).

Access to the Ticketing System will be provided by the ESM. The Service Provider's personnel will be trained to use this System at the costs of the ESM.

## 6. Reporting

Regular reporting will be mandatory across all Service activities. Reports may be required for legal or regulatory compliance matters, quality, contract performance, or operational monitoring, (i.e. number and types of meals sold, equipment maintenance etc.), as well budget and cost information.

The Service Provider will submit monthly, quarterly, and annual reports in English. All reports must be submitted at least five (5) working days before the scheduled meeting. The Service Provider will aim however, to submit the reports to the ESM two (2) weeks in advance of the scheduled meeting. In addition, ad- hoc reports must be created, if required. The Service Provider will be granted access to a dedicated workspace on ESM FM Extranet SharePoint Portal where these reports and any documentation related to the Service Provider will be stored and exchanged between the Service Provider and the ESM. Documents must be uploaded as editable versions and, if approved, as PDF. The Service Provider will not be compensated for any time required for training and induction courses for this system.

All reports must include:

- Routine operational activities, including performance and incident information;
- Financial and budget management information;
- Service Provider personnel information, i.e. absences;
- Complaints report (compliant with complaints procedure agreed in the Start-up Phase);
- Health and safety issues and details of any accidents to Service Provider staff or ESM staff resulting out of Service Providers activities;
- Invoice processing;
- Observations, questions, suggestions for improvement;
- Environmental, social and governance measures/initiatives;
- Detail on monthly quality evaluation by the ESM;
- Upcoming activities for the next reporting period;
- Any other information requested.

Templates for monthly, quarterly and annual reporting obligations will be disclosed to the selected Service Provider. These templates are living documents and the ESM reserves the rights to modify the report templates, and the contents required for each report, based on internal requirements.

The report templates (monthly, quarterly and annual reports) mainly contain tables and graphs, which have to be filled in and kept up-to-date by the Service Provider. The graphics are linked to a stored Excel file. The corresponding data is to be deposited monthly by the Service Provider and the updated graph is to be inserted. In addition, short descriptions and comments must be added to the diagrams.

## **7. Meetings**

The Service Provider and the ESM responsible person will meet on a monthly, quarterly, annually and ad-hoc basis. Four (4) different types of meetings are distinguished. These differ not only in content but also in frequency.

- Ad-hoc meetings;
- Monthly review meetings;
- Quarterly tactical meetings;
- Annual strategic meeting;

In total, there will be 12 scheduled meetings per year. Ad-hoc meetings will be organised on top of those 12. Those meetings will be scheduled by the Service Provider at the beginning of the year and will have an agenda prepared by the Service Provider and sent to the ESM at least one week in advance of the meeting, to allow meeting participants a reasonable opportunity to prepare for the meeting and for the ESM to add any items to the agenda as necessary. The agenda of the meetings will be based on the report requirements and any other matters deemed important by the ESM and the Service Provider. In addition, during these meetings the KPI report will be discussed and signed by both parties.

The Service Provider will take minutes of all such meetings and will provide a copy to the ESM within one (1) week of the date of the meeting. Unless agreed otherwise, meetings will take place at the ESM premises.

More detailed information on reports, meetings, content, interval and participants will be disclosed with the selected candidate.

## **8. Service Level Requirements and Bonus-Malus Scheme**

The Contract awarded as a result of this procurement procedure will include a Service Level Agreement with key performance indicators (KPIs). If the Service 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 scheme 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 and 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 Eligibility and Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.

**DECLARATION ON THE ELIGIBILITY AND 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 Framework Agreement 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** \_\_\_\_\_

\*Delete as appropriate

## **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/01/CS/AG/20**, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: **FM/01/CS/AG/20**, 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** \_\_\_\_\_

\*Delete as appropriate

## **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>	1	Pass/Fail	The Candidate must have an <b>annual, global revenue</b> in excess of <b>EUR 750,000</b> 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>	1	Pass/Fail	Confirm that the Candidate has the ability and capacity to deliver, without exception, the Services sought by the ESM as set out in to Annex 1 to this PQD	Attestation declaring to have sufficient staff and other necessary resources in place, readily available, and operational as of the publication date of this PQD to provide all the necessary cleaning services.  Short description of the company profile and the services that can be offered, the average annual labour force over the last three years, thereby detailing the number of staff assigned to the fields similar to those requested in the Annex 1 to this PQD.
	2	Pass/Fail	The Candidate must prove at least three years of relevant experience in the provision of the Services as set out in Annex 1 to this PQD.	i) Attestation and ii) summary description containing at least three service contracts under which relevant services were provided over the past three years in the field covered by this PQD detailing their values, the periods during which they were provided, the locations and the organisations to which they were provided; indicate if any activities were subcontracted and to what extent.

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

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Authorisation and Suitability to Carry out the Relevant Professional Activity	1	Pass/Fail	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.
	2	Pass/Fail	Ability to perform the cleaning services under Luxembourg law.	Evidence that the candidate is registered in a relevant professional or trade register.
	3	Pass/Fail	The Candidate must hold an ISO 9001 and ISO 14001 or equivalent.	Copy of the existing ISO 9001 and ISO 14001 certificate or equivalent, including expiry dates.

FOR INFORMATION ONLY ITEMS		
Item No	Questions	RESPONSE
1.1.	Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.2	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)?	
1.3	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)?	
1.4	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/01/CS/AG/20

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 Eligibility and 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.

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

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

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

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

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

\*Delete as appropriate