

ReSPA/CORE/SER/004-17

31 October 2017

Call for tenders

Tender specifications

Catering services and supplies

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ANNEX I – TENDER SPECIFICATIONS

Title: Provision of catering services for the Regional School of Public Administration

Reference: Call for tenders ReSPA/CORE/SER/004-17

1. About the Regional School of Public Administration (ReSPA)

ReSPA is an international organization set-up as a joint initiative of European Union and the Western Balkan countries working towards fostering and strengthening the regional cooperation in public administration, human resource management and civil service reform among its Member States. It seeks to offer high quality, innovative and creative training events, networking activities, capacity building and consulting services to ensure that the shared values of respect, tolerance, collaboration and integration are reaffirmed and implemented throughout the public administrations in the region.

ReSPA's premises are located in Danilovgrad, Montenegro and boast modern training facilities and a Campus.

Further information about the work of the ReSPA can be found on its website:
<http://www.respaweb.eu>

2. Presentation of the tender

Tenders shall be submitted in accordance with the double envelope system. The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- The call for tenders reference No **“ReSPA/CORE/SER/004-17”**
- The contract title **“Provision of catering services for the Regional School of Public Administration”**
- The name of the tenderer
- The indication **“Tender – Not to be opened by the internal mail services”**
- The address for submission of tender (as specified in the letter of invitation to tender)
- The date of submission shall be legible on the outer envelope or parcel

The outer envelope or parcel must contain three inner envelopes, i.e. Envelopes No 1, 2 and 3, corresponding to the following three sections: administrative section, technical offer and financial offer.

(a) Envelope No 1 – Administrative section shall include the following:

- The Tender submission form drawn up in accordance with the template in Annex 1
- The declaration(s) on exclusion criteria as required under section 11.1.2 drawn up in accordance with the template in Annex 2
- The legal entity form(s) as required under section 11.2.1 drawn up in accordance with the template in Annex 3 accompanied by the required supporting documents
- The financial identification form drawn up in accordance with the template in Annex 4
- The evidence and documentation demonstrating the fulfilment of the selection criteria as required under sections 11.2.2 (economic and financial capacity) and 11.2.3 (technical and professional capacity)

(b) Envelope No 2 – Technical offer shall include the following:

The technical offer addressing the elements described in sections 6 and providing all information requested under section 11.3.1.

(c) Envelope No 3 – Financial offer shall include the following:

The financial offer drawn up in accordance with the requirements set in sections 10 and 11.3.2, and with the template in Annex 5.

Tenders shall be drafted in **English** (supporting evidence does not need be translated) and submitted **in triplicate** (one **signed original and two copies**).

It is important that tenders are presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect the requirements above will constitute a formal error and may result in the rejection of the tender.

Tenderers shall carefully follow the instructions in points 2, 3, 4 and 6 of the letter of invitation to tender to ensure their tender is admissible. Late delivery will lead to the non-admissibility of the tender and its rejection from the procedure for awarding a contract following this call for tenders. Tenders sent by e-mail or by fax will also be non-admissible and discarded. Envelopes found opened at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their tender is wrapped in such a way as to prevent any accidental opening during its mailing.

3. Confidentiality and protection of personal data

For the processing of this tendering procedure, the ReSPA observes the rules set in Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data¹.

4. Participation in the tendering procedure

4.1. Eligibility

This call for tenders is open on equal terms to all legal persons from one of the member states of ReSPA.

As proof of eligibility, tenderers must indicate in the Tender Submission Form (see Annex 1) in which country they have their headquarters, registered office or residence, and provide the necessary supporting documents in accordance with their national law.

4.2. Application

All eligible legal persons (as per above) or groupings of such persons (consortia) may apply. A consortium may be a permanent, legally established grouping or a grouping, which has been constituted informally for a specific tender procedure. If awarded the contract, the members of the consortium (i.e. the coordinator and all other partners) will have an equal standing towards the ReSPA in executing the framework service contract and they will be jointly and severally liable to the ReSPA.

The participation of an ineligible legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

The ReSPA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for the proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection to the ReSPA's contractual interests (depending on the country concerned, this may be for instance, incorporation or partnership or a temporary association). Consortia must identify one of their members as leader (coordinator) who will interface with the ReSPA.

Each member of a consortium must fulfil the conditions for participation mentioned in this section as well as in section 4.1 above and provide the required evidence for the exclusion and selection criteria (see sections 11.1 and 11.2 of these Tender Specifications). Concerning the selection criteria 'technical and professional capacity', the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria. Therefore, each member of a consortium shall specify his role, qualifications and experience.

¹ OJ EU L 8/1 of 12.1.2001

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

4.3. Subcontracting

Subcontracting is not allowed.

5. Contractual terms and guarantees

In drawing up their bid, tenderers should bear in mind the provisions of the standard framework service contract and standard order form attached as Annex 8 to these tender specifications particularly those on payments, performance of the contract, confidentiality, and checks and audits. Any limitation, amendment or denial of the terms of the contract will lead to the automatic exclusion from the procurement procedure.

No financial guarantee is required.

6. Subject of the contract

6.1. Purpose and scope of the contract

The ReSPA intends to establish a framework service contract with a Company (the Contractor) for the provision of catering services for providing meals for ReSPA participants (breakfast, lunch and dinner) at ReSPA facilities located at Branelovica bb, 81400 Danilovgrad, Montenegro.

In addition to fulfilling the main scope of the contract, namely offering meals and catering meetings, the service provider may be asked to provide other offerings such as coffee/tea, fruit, cold drinks, etc. The service provider may also be requested to cater other specific or more complicated events (cocktails, special dinners or thematic nights).

The main responsibility of the ReSPA restaurant is to provide balanced, healthy and tasty food to ReSPA visitors. The restaurant is also an integral part of the working environment and moreover accounts for a significant part of the ReSPA's environmental footprint.

Through its food policy, the ReSPA strives to:

- Provide its visitors an enjoyable, nutritious and attractively presented selection of food and drinks;
- Promote and encourage healthy food choices;
- Offer sustainable menus based on aliments with low environmental impacts;
- Promote societal sustainable choices through the use of fair trade products;
- Reduce environmental impacts of ReSPA operations, by optimising the use of water and energy and minimising waste generation;
- Provide staff members and visitors a forum to share experience and exchange information concerning food, health and the environment.

The contractor shall provide food and beverages, catering supplies and catering staff services to the ReSPA in accordance with the requirements set out in this documentation.

6.1.1. Food and beverages

Food

Each tenderer must offer a choice of meals, in its tender:

- 1) **buffet breakfast**
- 2) **buffet lunch** (a warm bowl food menu)
- 3) **buffet dinner**

The buffet lunch and dinner options, should consist of soup, meat or fish, accompanied by a side dish (such as rice, potatoes, selection of vegetables, pasta (unless bowl is a pasta filled option e.g. tortellini)), salads, small variety of desserts and/or some fruit.

All **buffet meals options** must:

- be delivered prepared and ready for consumption;
- be freshly made, appealing to the eye, nutritious and consist of dishes from diverse cuisines;
- be sufficient in quantity to feed the estimated number of people to be fed;
- include a vegetarian option, a small variety of desserts and some fruit; and
- include at least two types of daily fresh bread (regular white flour bread, integral bread, buns, rolls or baguettes);
- include tap, mineral water and soft drink with buffet meals;
- on specific request: vegetarian, halal and a gluten-free option;

Related requirements

In order to ensure variety over the duration of the contract, every 3 - 4 months the contractor must replace at least one of the options with a new menu. This must be agreed in advance with the ReSPA. The new menu must be offered at the same price as the menu it replaces.

The contractor must be able to provide food that meets the requirements of people with specific food intolerances or allergies including lactose-intolerance, celiac disease and nut allergies. When ordered, such foods must be provided on the separate plates labelled accordingly. All other foods should be labelled with signs indicating that they contain dairy or nuts if that should be the case.

Since some meetings may not stick to the exact lunch time foreseen in the schedule, the contractor must ensure that satisfactory arrangements are in place to keep hot dishes warm until the lunch interval.

Occasionally ReSPA may order catering supplies which are not specified in the Technical Specifications. The tenderer therefore is expected to have the capacity to source any related product requested even if it is not listed in the Technical Specifications. Examples of such additional items are the replacement of a product by a new one on the market or, exceptionally, an additional item provided it remains within the strict scope of the framework contract.

6.2. Location of services

The services will be provided at the premises of the ReSPA located at Branelovica bb, 81400 Danilovgrad, Montenegro. On an exceptional basis, catering services may need to be provided for meetings taking place outside the ReSPA premises.

6.3. Facilities

The ReSPA's restaurant is situated on the ground floor of the ReSPA Hotel building. The restaurant is air conditioned. Interested tenderers will be presented ReSPA's premises during the planned site visit (see section 7 of the TS).

The following is at the disposal of the contractor, free of charge:

- Premises and heating: space for the catering service (restaurant area) with dining tables and chairs, staff room with lockers for staff working at the premises during the day;
- Water;
- Light and electricity.

The Contractor must get approval of the Contracting Authority prior to installing any additional equipment. All equipment and supplies provided or used by the Contractor will be fit for purpose intended and suitable for commercial food service industry. The Contractor will be required to remove material, equipment and inventory provided by Contractor, including foodstuffs, upon termination of contract and patch to make good any damage or modification made to premises beyond normal wear and tear.

Usage of ReSPA's kitchen

The Contractor may use ReSPA kitchen for the preparation of ReSPA ordered meals only. The kitchen may be used under obligation to ensure full maintenance of the equipment including replacement of damaged inventory all resulting from delivery or utilization of the catering service.

The Contractor should reimburse ReSPA for the utilized electricity of using the kitchen, as well as compensate share of utilized water and waste disposal. In order to allow transparency in the utilization of electricity for the bidder, ReSPA installed separate power counter for the kitchen and storage area. The contractor shall set reduction targets for the consumption of water and electricity.

The Contractor should be able to provide related cutlery, tableware and catering stations particularly if not using ReSPA kitchen.

Kitchen floor plan and kitchen equipment inventory list will be provided during the site visit.

6.4. Performance management

The contractor will appoint a contact person (Contact point Manager) who will deal with the ReSPA orders and invoicing. The contact person or a replacement shall be available via phone or email all days during normal working hours (Monday to Friday, from 09:00 to 17:00). The contact person should have experience working in a similar role and should possess an intermediate knowledge of English.

6.5. Opening hours

The restaurant shall be open from 07:00 to 21:00 during all days in the week depending on the schedule of events. Contractor shall be able to deliver goods and services according to the agreed schedule of events and in accordance with signed purchase orders.

Meals are served in following times: Breakfast: 7:00h – 9:00h, Lunch: 12:30h-14:30, Dinner: 19:00h-21:00h.

6.6. Offerings

Upon order the Contractor is requested to provide the catering services for meetings/events which will be organized at ReSPA premises for on average 25 participants per event order.

The Contractor is requested to indicate the minimum number of meals willing to prepare and deliver to the Contracting Authority facilities (for the cases when there will be less guests than usual groups of 25).

The Contractor should have the necessary resources to organize and provide the catering services for the date and time required by ReSPA.

The meals shall be well prepared, fresh, nutritious and taking into account the varying tastes of the multicultural clients. The emphasis should be on local, seasonal and organic raw material. Organic raw material is here defined as raw materials that comply with the criteria for the EU organic farming or labels with corresponding criteria.

6.7. Staffing

The contractor will provide trained catering service staff to set up food-service areas with the food and beverages provided, replenish supplies and clear up the food-service areas.

The Contractor shall be fully responsible for all the work and services performed by its employees, and shall for this purpose employ qualified, competent and well-trained staff to perform the services under the Contract.

It is the responsibility of the contractor to guarantee that an appropriate backup system is in place in case of planned or unplanned absence. Depending on the workload extra assistants may complement the five full-time employees in order to maintain the required service level. All catering staff have to be able to communicate in English.

The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. ReSPA may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw and replace such personnel forthwith. A request by ReSPA for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.

It is essential that all staff involved in the delivery of the catering services perform at all times in an appropriate manner and provide the highest level of customer service. All on-site personnel should have a good command of spoken English. In the event that ReSPA is not satisfied with the performance of a member of the catering service staff or on-site personnel the selected firm will be obliged to provide a suitable replacement.

All service staff should wear uniforms during the delivery of the catering services. The uniforms should be clean, well-fitting and similar to each other. Uniforms should be light or pastel in colour and colour coordinated. No advertising on the uniforms is permitted. All food handlers are to wear hats and/or hairnets while on duty.

Food handlers are required to wear plastic gloves when preparing or handling food that are not immediately cooked. The provision and cleaning of the uniforms and any other clothes used for the catering service remains the responsibility of the contractor.

The ReSPA requires a permanent contact person on the part of the contractor in order to address all issues and concerns in the day-to-day management.

6.8. Health, hygiene, safety and order

The contractor shall ensure throughout the duration of the Framework Contract that all necessary health and hygiene certificates and/or licences are held and all applicable statutory regulations and standards are enforced and upheld. In particular the contractor must ensure its compliance with all current and changing legislation concerning all aspects of Health, Safety and Hygiene at work.

The Contractor must purchase food originating from those foods supply sources under regular surveillance of Public Health Authorities or other appropriate governmental agencies. Food must be of appropriate standard, and carry the required food health certification.

The Contractor is responsible for obtaining Medical Certificates for all employees. In addition, the Contractor is to ensure that all staff, working in and around food service areas, has a Food Handlers Medical Examination. The certificates are to be available for inspection by the Contracting Authorities' representative at any time.

The selected firm shall comply with all relevant internal house rules including fire safety and protection regulations at the ReSPA premises. The use of fan ovens, roasting or baking equipment and/or any other equipment which gives out large amounts of smoke or steam is not permitted.

In a case the Contractor uses ReSPA's kitchen for the preparation of food (ReSPA ordered meals only), the following applies:

- Maintenance of the water treatment system used for kitchen devices (dish washer, the oven, etc.) is the responsibility of the contractor who shall bear the costs, as well as the purchase of soap and rinse aid for the dishwasher and oven. In addition, cleaning of the main kitchen with related spaces is the responsibility of the contractor who shall bear the costs for cleaning materials, which shall be eco-labelled or equivalent.
- The contractor shall bear the cost for linen (dish, towels, etc.) as well as the washing of linen. Single use consumables shall be eco-labelled or equivalent.
- The contractor shall make sure that the kitchen is kept clean and meets a high hygienic standard.

Cleaning of the restaurant's sitting areas (i.e. restaurant eating area as well as bar) is the responsibility of the ReSPA.

6.9. Vehicles for food transport

Vehicles used for transporting food must be enclosed. While transporting food, vehicles must not be used to transport personnel and other non-food items other than necessary personnel and equipment for pick-up/delivery and serving of food.

6.10. Quality Assurance

The selected firm shall ensure that the quality and presentation of its catering is consistent with that presented at the tasting session. Feedback from event participants on the quality of the catering services is frequently sought by the meeting organisers and will be communicated to the contractor.

6.11. Purchase order workflow

Each time ReSPA would like to request catering services, ReSPA will communicate by e-mail the preliminary number of meals for breakfast, lunch or dinner along with preliminary number of participants, in 7 days' time frame before the event date. ReSPA will send a purchase order form to the Contractor, including the short description of the catering services to be ordered at least 24 hours before the event takes place. The purchase order will indicate the following:

- The title and the date the event
- Number of participants
- Description of services

- Timing of courses
- specific catering requirements;

The Contractor should reply within 1 day, to the initially sent e-mail communication about the expected event with short offer including the description of the offered services.

The Contractor will return the purchase order form duly signed and dated within the deadline specified in the request at the date of delivery of ordered food catering services.

In case of specific or more complicated events (cocktails, special dinners or thematic nights) ReSPA will communicate specific service requirements to the Contractor at least two weeks before the event takes place, while the purchase order will be submitted no later than 24h before the event, in line with ReSPA cancelation policy.

Upon order the Contractor is requested to provide the catering services for meetings/events which will be organized at ReSPA premises.

6.12. Invoicing

The contractor shall provide detailed invoices including the following information:

- the number of menus served by type of meal as specified in the purchase order (e.g. breakfast, lunch, dinner), for specific title of the event or provided event number
- the purchase order numbers linked to the events.

Invoices should be sent monthly (before the 5th of each month). The contractor shall define a single point of contact in their Finance department to liaise with ReSPA staff. Invoicing shall be performed accordingly to draft contract Article II.15.

6.13. Reporting

The contractor must issue a monthly account statement to the ReSPA with the monthly invoice.

6.14. Other requirements

The contractor shall inform the ReSPA if at any stage they become aware of any more economically/environmentally efficient solutions or any manner to obtain greater satisfaction for the clients.

The contractor shall ensure that tasks are carried out without detriment to the general functioning of services in the buildings and shall be responsible for any damage caused to the buildings and external areas.

In accordance with the scope of the contract as specified in section 6 above, it is strictly forbidden for the contractor to use the facilities put at his disposal to cater for customers other than the

ReSPA staff members and visitors. Failure to comply with this requirement may lead to the termination of the contract.

7. Visit to the ReSPA premises

A presentation of the ReSPA premises will take place on **17.11.2017 at 14:00**. One set of drawings of the ReSPA kitchen, restaurant and bar facilities will be provided as hand-outs during the tour of the ReSPA's buildings. Interested tenderers are requested to inform the ReSPA procurement services in advance and by 12.11.2017 (16:00) at the latest by email to procurement@respaweb.eu.

The Contractor must declare that he has visited the sites, is familiar with the local conditions, facilities, equipment access, Materials storage, Electricity and Water supplies and that he understands the intentions of the Contracting Authority.

8. Minimum requirements to be met by the tenderer

The following minimum requirements must be met by the tender for it to be considered compliant with the technical specifications. Tenderers must provide a completed declaration, which can be found in Annex 6. Failure to confirm compliance with all the following requirements shall result in elimination from the tender:

- Compliance with applicable environmental, social and labour law obligations established by national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

9. Type and volume of the contract

The successful tenderer will be offered a framework service contract for an initial duration of 12 (twelve) months, starting from the date of signature by both contracting parties, with the possibility of maximum two renewals for a period of 12 (twelve) months. The framework service contract will be implemented through order forms which alone shall bind the ReSPA. The order forms will detail the services and volumes to be provided and the resources to be allocated depending on the ReSPA's needs.

Based on ReSPA's recent level of needs, the total value of the framework service contract ranges between EUR 40,000.00 (excluding VAT) over a maximum period of 12 (twelve) months. Under no circumstances can a minimum volume of services be required by the contractor.

9.1 What is a framework contract?

A framework contract is a legal agreement between two parties - in this case the ReSPA and the contractor. It acts as the basis for possible future purchase of services by the ReSPA. The framework contract contains, inter alia, a description of the scope of services that can be requested by ReSPA.

The framework contract will be signed for an initial one-year period, and will be automatically renewed for the period of 12 months, unless one of the parties receives formal notification to the

contrary at least three months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

The contract will be concluded in English and all follow-up communication related to the contract and its implementation will also be done in English.

The framework contract has no fixed value. It does however have an estimated maximum total value, which is indicated in the contract notice. Signature of the framework contract imposes no obligation on ReSPA to order services. Only the implementation of the framework contract through purchase orders or specific contracts is binding for the ReSPA.

Execution of the framework contract will be performed through purchase order forms (draft template provided as the Annex 7), which will contain details of deliverables and timelines for particular services and supplies to be provided. The procedure for concluding orders is described in section 6.11.

10. Price

Tenderers are required to quote prices for the services to be provided in accordance with the requirements specified in section 11.3.2 below and the following:

- Every price must be **all-inclusive** (i.e. inclusive of all expenditures involved in the performance of the contract (e.g. management costs; administrative costs such as salaries of contracted personnel including social security, holiday and sickness allowances; insurance; equipment; inspection costs; etc.)), **exclusive of VAT** and expressed in **EUR**, including for tenderers established in another country than Montenegro. For tenderers established in another country than Montenegro, the prices quoted may not be revised in line with exchange rate movements.
- No additional expenses incurred in the performance of the services will be reimbursed separately by the ReSPA;
- Prices shall be fixed and not subject to revision for the first year of performance of the Contract. In a case the Contract is renewed for the next 12 months, from the beginning of the second year of performance of the Contract, each price may be revised upwards or downwards at the request of one of the contracting parties.

A contracting party shall request the price revision by registered mail no later than three months before the anniversary of the date on which the Contract became effective, regardless of whether the Contracting Authority has renewed the Contract, and the Contractor should take action accordingly. The other party shall acknowledge the price revision request in writing within 14 (fourteen) calendar days of receipt. The price revision shall be determined by the mutual agreement of both contracting sides.

The Contracting Authority shall purchase on the basis of the price in force at the date on which the order form is signed by both contracting parties. Such prices shall not be subject to revision.

The price revision shall be determined and calculated in accordance with the provisions specified in Article I.3 of the draft Framework Service Contract (see Annex 8).

- Prices must be quoted free of all duties, taxes and other charges, including VAT, as the Contracting Authority (ReSPA) is, as a rule, exempt from all taxes and dues, including value added tax (VAT), pursuant to the provisions of the International Agreement on Establishment of the Regional School of Public Administration (ReSPA) and the Host Country Agreement between ReSPA and the Government of Montenegro. Such charges may not therefore be included in the calculation of the price quoted; the VAT amount shall be indicated separately.
- The ReSPA will not reimburse any cost incurred in the preparation and submission of a tender. Any such cost must be borne by the tenderer.

11. Award procedure and Criteria

The award procedure will consist in three successive stages; only tenders meeting the requirements of one stage will be examined in the next stage. The procedure foresees:

1. to check, in the first stage, whether tenderers can take part in the tendering procedure (exclusion criteria and legal capacity);
2. to check, in the second stage, the economic and financial capacity and the technical and professional capacity of each tenderer who has passed the eligibility stage (selection criteria);
3. to assess, in the third and last stage, each tender which has passed the eligibility and selection stages in terms of their technical merit first and then their financial value (award criteria).

11.1. Exclusion criteria

11.1.1. Exclusion from participation and award in the procurement procedure

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in section 2.3.3. of the Practical Guide².

11.1.2. Evidence to be provided by the tenderers

When submitting their bids, each tenderer (including any member of a consortium) must provide a declaration on their honour in accordance with the form attached as Annex 2, duly signed and dated, stating that they are not in any of the situations mentioned under section 11.1.1 above.

² DEVCO Prag to financial and contractual procedures (Version 2016.0 - 15 January 2016), available from the following Internet address: <http://ec.europa.eu/europeaid/prag>

The tenderer to whom the contract is to be awarded will be required, prior to the signature of the contract, to provide the evidence specified in the penultimate paragraph of the declaration of honour mentioned above (see Annex 2).

The ReSPA may waive the obligation of the tenderer to whom the contract is to be awarded to submit the documentary evidence referred to above if such evidence has already been submitted to the ReSPA for the purpose of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the successful tenderer shall declare on its honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in its situation have occurred.

11.2. Selection criteria

Tenderers should show their degree of economic and financial capacity, and technical and professional capacity to provide the requested services by providing information on the criteria described below. If several service providers are involved in the tender, the economic and financial capacity, and the technical and professional capacity will be assessed in relation to the combined capacities of the service providers, as a whole, to the extent that service providers put their resources at the disposal of the tenderer for performance of the contract.

The ReSPA reserves the right to reject a tenderer where it is established that he has conflicting professional interest which may negatively affect the performance of the contract.

11.2.1. Legal capacity

➤ Requirement

Any tenderer is required to prove that he is authorised to perform the contract under Montenegrin national law.

➤ Evidence to be provided by the tenderers:

Each tenderer (including any member of a consortium) is required to submit a legal entity form (see Annex 3) duly filled out and signed, accompanied by a copy of inscription in a trade register and/or a copy of inscription in a VAT register, or a sworn declaration or certificate, membership of a specific organisation, or express authorisation, where applicable.

11.2.2. Economic and financial capacity

Tenderers must provide sufficient information to satisfy the ReSPA of their financial standing and that they have the necessary resources and financial means to carry out the work which is the subject of the contract.

➤ Requirements:

- Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract;
- The tenderer's annual turnover for each of the last three financial years must be no less than EUR 100,000 (one hundred thousand euros).

➤ Evidence to be provided by the tenderers:

At least one of the documents or information listed below must be presented as evidence of compliance with the requirements for the economic and financial capacity:

- Copy of the profit and loss account and balance sheet for the last three years for which accounts have been closed;
- Failing that, appropriate statements from banks or evidence of professional risk indemnity insurance.

If the tenderer relies on the capacities of other entities (regardless of the legal nature of the links which it has with them), it shall provide a written undertaking on the part of those entities confirming that they will place the resources necessary for performance of the contract at its disposal for the period of the contract. In such case, the ReSPA may require that the successful tenderer and such entities are jointly liable for the execution of the contract.

If, for some exceptional reason, which the ReSPA considers justified, a tenderer is unable to provide at least one of the references requested above, he may prove his economic and financial capacity by any other means which the ReSPA considers appropriate.

11.2.3. Technical and professional capacity

➤ Requirements

Tenderers are required to fulfil **all** the following requirements:

- Suitability of the organisation and staffing structure available for the services covered by the contract;
- Tenderers must have at least 3 years of relevant experience during the last 3 years (2014, 2015 and 2016) in provision of comparable services to the ones described in Technical Specifications to similar clients.

➤ Evidence to be provided by the tenderers

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

Suitability of the organisation and staffing structure

- A brief company profile giving a clear description of the main functions within the company, the total amount of staff (e.g. total No of chefs, total No of kitchen assistants etc.), strategy and vision, products and services;
- Description of the management team including the catering staff with at least 3 years of professional experience related to catering services and the designated contact person and his/her replacement with intermediate knowledge of English;
- Proof of necessary kitchen facilities to be able to provide the requested services or necessary resources to use ReSPA kitchen under given conditions;
- Specification of transport vehicle to be able to provide the safe delivery of food and beverages if not using ReSPA kitchen;
- HACCP standard certificate and license for providing services including food preparation, food transport and catering or proof that HACCP standardization is in the process with clear indication when the license is expected to be obtained.

Past similar contracts

- A list and a description of the contracts awarded to the tenderer in the past three years (2014, 2015, and 2016) relevant to the services required under this call for tenders (catering services), indicating the dates, value, name and address of the client (public or private), brief description of the services undertaken including name and role of any sub-contractors and/or consortium members. The ReSPA may elect to contact any of the aforementioned companies for a reference. Your permission to do so will be assumed unless you state any objections.

11.3. Award criteria

The assessment method that will be used to determine the choice of the tender will be based on the criteria given below, on the basis of the most economically advantageous tender in terms of:

- the quality of the tender (Technical merit – TM)
- the financial value of the tender (Price – P)

It consists of the following award method: **best price-quality ratio**. The following weighting will be applied: **60%** for **quality (technical merit)** and **40%** for **price**.

The contract will be awarded taking into account price and the quality criteria described in the table below.

11.3.1. Technical merit

Tenders will be evaluated against the quality criteria and in accordance with the weightings described in the table below which can produce a potential maximum score of 100 points. For that purpose, tenderers are required to:

- provide a technical offer elaborating on the services and mandatory requirements described in section 6; and
- provide a response to all of the quality criteria referred to below in order to score as many points as possible

The mere repetition of the ReSPA's requirements as set out in these Tender Specifications without going into details or without giving any added value will result in a low score. If essential elements of these Tender Specifications are not expressly addressed in the tender, the ReSPA may decide to give a zero mark for the relevant quality criteria.

The tenderer must confirm that it meets mandatory minimum technical requirements set out in section 8 and provide a completed declaration which can be found in Annex 6.

Tenderers must achieve **a minimum of 70 points** of the total available points for technical merit to be admitted to the financial evaluation.

No	Quality Award Criteria	Maximum Points (100)
1	General outline and Food	25
2	Staff	15
3	Quality control and Business Continuity	15
4	Logistics	10
5	Food safety, Sanitation, Work Health & Safety	10
6	Equipment Management	5
7	Tasting session at ReSPA premises	20

1. General outline and Food (Total 25 points maximum)

- a) Provide a general outline of the potential Contractor's approach for successful contract implementation;
- b) Describe the quality of the food to be served, range, variety, seasonality of used ingredients and origin of products;
- c) With reference to section 6.1.1 of the Tender Specifications, please provide 2 weeks menu proposals. Sample menus are to be provided to demonstrate the variety, creativity and options. Menu needs to be balanced, nutritious and sustainable.

2. Staff (Total 15 points maximum)

Provide detailed description of the expected number of personnel required from each professional category whose involvement is considered to be instrumental for the successful performance of the service. In particular a staffing table showing the number and type of staff that shall be employed and describe the experience and skills of the: Contact point Manager, Head Chef, Cook(s), Waiter/Waitress(s), Cleaner(s) and Driver(s).

Provide information about knowledge of the English language of the Contact point Manager and catering staff.

3. Quality control and Business Continuity (Total 15 points maximum)

- 3.2. Provide detailed description of Quality Control procedures to ensure product quality;
- 3.3. Explain methods to ensure satisfactory level of customer satisfaction;
- 3.4. Describe the role of the Contact point Manager to ensure business continuity of the catering services throughout any ReSPA event e.g. in the case that:
 - food delivered is not as ordered or did not arrive on time specified in the Purchase Order;
 - catering staff is late or unavailable;
- 3.5. Provide detailed description about catering staff replacement, turnover;
- 3.6. Explain criteria for choosing suppliers and provide details about delivery and quality assurance in relation to suppliers (agreed goods at the agreed time and with the agreed quality).

4. Logistics (Total 10 points maximum)

- 4.2. Provide a plan of daily operational routines;
- 4.3. Describe logistic arrangements for ensuring the provision of goods (meals) and catering staff on a timely basis.

5. Food safety, Sanitation, Work Health & Safety (Total 10 points maximum)

Provide detailed description:

- 5.2. of handling, preparation and storage measures for food and beverages;
- 5.3. of cleaning and sterilization methods for crockery, cutlery, knives and utensils, pats, pans and all working surfaces, including a schedule of cleaning routines;
- 5.4. in regards to personal hygienic measures for staff in particular, hand washing, wearing of jewellery, hats and protective clothing when preparing and serving food commodities;
- 5.5. of Pest Control policies, in particular, how to prevent infestations – such as cockroaches, flies, rats and mice and eradication methods, including chemicals to be used;
- 5.6. of Food supply and packaging methods.

6. Equipment Management (Total 5 points maximum)

- 6.2. Provide a detailed list of all equipment the Contractor intends to use, including size, power consumption and water pressure requirements;
- 6.3. Provide a plan for any expected works or installations to be carried out by the Contractor.

7. Tasting session at ReSPA premises (Total 20 points maximum)

In order to assess the presentation and quality of the food to be supplied, ReSPA intends to have a sample tasting session. All tenderers fulfilling the exclusion and selection criteria will be invited to present samples for two menu options. ReSPA will invite tenderers on specific dates to come to its premises with some ready-to-taste food. Tenderers will receive an invitation by email a few days in advance and should be prepared for a short notice invitation.

Evaluation Committee will be looking for quality of goods, taste, colour, symmetry of form, evenness of cooking, appropriate use of garnishing, and eye appeal.

All related costs for the preparation and delivery of the menus shall be borne by the tenderers.

Scoring Methodology

For each criterion an importance level defines the range of points attributable for it. The following rule will be applied to attribute points:

POINTS		DEFINITION
0%	Failure:	The tender totally fails to address the criterion under examination.
20%	Very Poor:	The criterion under examination is addressed in an incomplete and unsatisfactory manner.
40%	Poor:	The criterion under examination is partly addressed but with some major gaps and/or issues.
60%	Satisfactory:	The criterion under examination is generally addressed with some minor issues.
80%	Good:	The criterion under examination is fully addressed.
100%	Excellent:	The criterion under examination is fully addressed and the tender offers some added value.

11.3.2. Price

Tenderers are required to submit a financial offer giving an **all-inclusive fixed price in EUR** (i.e. including all relevant costs and expenditures such as management, administration, travel and covering all the tasks listed under section 6.1) for the catering services which include buffet breakfast, buffet lunch and buffet dinner. Sum of the individual price for breakfast, buffet lunch and buffet dinner will be considered in the financial evaluation. The tenderer must confirm on the Financial Proposal form that the costs in Financial Proposal form include all costs such as delivery, collection, packaging, manufacturer guarantees, insurance etc.

11.3.3. Final assessment and award

A contract will be awarded to the tenderer whose tender achieves the highest total score for technical merit and price. The total score is calculated by adding the score for technical merit to the score for price.

If there are two or more tenders with the same total score the contract will be awarded to the tenderer who obtains the highest score for price.

12 Annexes

Annex 1: Tender submission form

Annex 2: Declaration on exclusion criteria

Annex 3: Legal entity form

Annex 4: Financial identification form

Annex 5: Price quotation

Annex 6: Minimum technical requirements declaration

Annex 7: Draft Order Form

Annex 8: Draft framework service contract