



Brussels, 11th June 2019

I. Tender Specifications

Call for tenders UCA 19/029

Open procedure

Facility Management Helpdesk Services

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A. FUNCTIONAL AND TECHNICAL SPECIFICATIONS

A.1. General Information

A.1.1. Objective and purpose of the contract

The Contractor to this framework contract is intended to provide technical helpdesk services in the context of facility management (hereafter called the "Buildings Helpdesk service" or "BH service") at the General Secretariat of the Council of the European Union (hereafter called the "Secretariat") in Brussels. The total workload is not fixed in advance, however - according to average data during years 2012-2017, and taking into account the addition of the most recent Europa Building - an annual number of 15.000 service requests is estimated. It must be noted that the BH service is not only limited to purely technical helpdesk tasks, but may also include additional tasks (cf. A.1.3. below).

A.1.2. Context of the contract

A.1.2.1. Organisation and role of the Buildings Helpdesk service

The **Secretariat (GSC)** assists the European Council and the Council of the European Union in carrying out their work in an effective and efficient manner. The Secretariat helps organise and ensure the coherence of the Council's work and the implementation of its 18-month programme. It assists the European Council and its President and also supports the Council presidency in negotiations within the Council and with the other EU institutions. The Secretariat employs approximately 3.500 persons and operates in Brussels, Belgium.

The **Buildings Unit** is responsible for the management, maintenance and refurbishment of the Council buildings, including operation of the technical facilities. These tasks include initiation and monitoring of ongoing refurbishment and renovation work, general maintenance and cleaning, garden maintenance, operation and maintenance of the technical facilities, checking of mains water, fuel and electricity supplies, and waste management and removal. Buildings Unit staff are for the most part engineers, architects and other specialists in the field, divided into three sectors:

- Projects
- Technical Management
- Buildings Policy and Environmental Management

The **Technical Management** Sector manages and coordinates several contracts with external providers of technical supplies and services (hereafter called "external providers"). Maintaining the buildings and making the adaptations needed due to the constant changes in the allocation of space, as well as changing needs in terms of health and safety, involves simultaneous day-to-day monitoring of a large number of refurbishment, installation, maintenance and renovation projects. Operation of the buildings also includes taking various measures aimed at efficient use of the energy, water and other resources needed for Council activities. This is done in collaboration with the Secretariat's environmental management team.

The **Buildings Helpdesk** receives service requests for assistance and information regarding problems of technical nature, as well as needs related to meetings or official meals, occurring in Secretariat buildings. It immediately informs the technical teams and/or external providers responsible so that they can resolve the service requests which have been reported. It also handles accreditation and access for staff from external providers working for the Buildings Unit in the Secretariat buildings, and monitors the time they spend on site.

Buildings Helpdesk service is currently provided to the Secretariat by an external provider.

A.1.2.2. Buildings concerned

The tasks covered by this contract will relate to the following buildings:

a) Justus Lipsius building - 175 rue de la Loi/Wetstraat, 1040 Brussels (abbreviation: JL)

The Justus Lipsius building has a gross surface area of around 140.000 m² above ground and 90.000 m² underground. It contains conference rooms, offices, restaurants, equipment and storage rooms and a car park. Service access is at 70 chaussée d'Etterbeek/ Etterbeeksesteenweg and leads to the unloading area located in the road between the CO (Conference - meeting rooms) and GS (General Secretariat - offices) sections of the building. This is where the Buildings Helpdesk is located and will be the place where the Building Helpdesk operators will be based.

b) Lex building - 145 rue de la Loi/Wetstraat, 1040 Brussels (abbreviation: LE)

The Lex building has a gross surface area of around 58.000 m² above ground and 23.000 m² underground. It contains conference rooms, offices, restaurants, equipment and storage rooms and a car park. It was acquired in 2007.

c) Europa building - 155 rue de la Loi/Wetstraat, 1040 Brussels (abbreviation: EB)

The Europa building has a gross surface area of around 49.500 m² above ground and 21.500 m² underground. It contains meeting rooms with lounges and formal dining rooms, an area for delegations and an area for the General Secretariat mainly consisting of offices, a services area including a cafeteria, a restaurant, a multi-purpose area and a work space for press and underground car parks.

d) Crèche - 100, Avenue de la Brabançonne/Brabançonnelaan, 1030 Schaarbeek/Schaarbeek (abbreviation: CR)

The Crèche has a gross surface area of around 4.300 m² above ground and 1.300 m² underground. It has space for up to 180 children of EU officials. It contains activity rooms for children, dormitories, kitchens and a cafeteria, toilets and changing rooms, offices, medical facilities, equipment and storage areas and a car park. It was renovated in 2006.

A.1.3. Scope of the contract

The contract comprises technical helpdesk services in the area of buildings management / facility management, including (indicatively, but not exhaustively):

- providing assistance to the Secretariat's clients in relation to Buildings Unit activities;
- creating service requests¹ using the IT application/tool (cf. point A.1.4.1) provided by the Secretariat;
- proactively following-up the status of service requests with external providers until closure;
- managing service requests whenever summits, high-level and special events are taking place (operating until the end of the event, sometimes outside normal working hours);
- liaising with members of the Technical Management sector for validation or review of specific requests;
- applying and improving operational helpdesk procedures;
- collecting and processing data related to the external providers' working hours;
- facilitating the ordering of containers requested for the handling of waste and recycling materials;
- initiating satisfaction surveys and preparing periodic performance assessments for external providers on the basis of applicable Key Performance Index and Service Level Agreements;
- preparing access requests upon request of external providers';
- dispatching information upon request of external providers and internal (Secretariat) stakeholders;
- providing recommendations for the continuous improvement of the BH service.

A.1.4. Input provided by the Contracting Authority

A.1.4.1. IT application/tool used by the Buildings Helpdesk service

¹ An indicative procedure can be found in Appendix A, at the end of the document.

The IT application/tool currently in operation by the Secretariat for supporting the Buildings Helpdesk service is called ARCHIBUS (version V.22.1). This is a Computerised Maintenance Management System (CMMS), of which the Secretariat makes use of certain modules.

Subject to mutual agreement between the Secretariat and the Contractor, members of the Buildings Helpdesk Team / back-up Team (cf. art. A.3. below) may be trained on the usage of the ARCHIBUS application during the initiation phase (cf. art. A.4.1. below); the responsibility for organising such training will be undertaken by the Secretariat.

In the event that the Contractor is required to permanently substitute a member of the Buildings Helpdesk Team / back-up Team (cf. art. A.3.5. below), the responsibility for organising and/or reimbursing costs of such training will be undertaken by the Contractor.

The Secretariat is investigating the possibility to enhance / upgrade its Computerised Maintenance Management System (CMMS), indicatively, but not exhaustively by improving / adding functionalities related to the organisation's corrective and preventive maintenance of technical installations. The Contractor may participate in relevant meetings in the context of providing recommendations for the continuous improvement of the Buildings Helpdesk service.

The Secretariat will be responsible for providing to members of the Buildings Helpdesk Team / back-up Team any training that might be deemed appropriate as a result of a decision to enhance/upgrade or replace its CMMS.

A.1.4.2. Location of the service and logistical resources

Following the signature of the framework contract, the Secretariat will allocate to the Contractor office space in its premises in Brussels for the installation of the Contractor's Buildings Helpdesk Team. The allocated office space will be equipped with appropriate resources - indicatively, and not exhaustively: workstations, printers, telephone lines and headsets; furniture (desks, chairs, cupboards).

The allocated office space will be used exclusively for the execution of the contract. The Secretariat reserves the right of access at any time. The Contractor will use the office space as it will be delivered by the Secretariat, without being able to make any modifications without prior approval. Meetings will also normally take place in the Secretariat's premises.

The Buildings Helpdesk Team will be contactable through dedicated phone number(s) and functional mailbox(es).

A representative of the Secretariat's Buildings Unit will be designated as the Contractor's technical contact point.

The Secretariat undertakes to organise, at its discretion, visits for members of the Buildings Helpdesk Team in pertinent areas of its buildings (for example, in premises with technical equipment, or where external providers intervene) in order to allow them to familiarise themselves with their working environment and to improve their background understanding.

A.2. Requirements for the services

The BH service represents the interface between the Buildings Unit and the majority of technical services of the GSC. This implies that the members of the Buildings Helpdesk Team have to provide an impeccable service. The members of the Buildings Helpdesk Team shall acquire a deep knowledge and understanding of the activities managed by the Buildings Unit, as well as of the pertinent procedures. They must be aware of the different internal and external stakeholders and actors, in order to be able to diligently give the necessary responses to the various incoming requests. The members of the Buildings Helpdesk Team must also be familiar with the Secretariat's environment, in order to be able to effectively refer requestors to other internal services in the event that their requests do not relate to the activities of the Buildings Unit.

A.2.1. Duties and tasks of Helpdesk Operators

- answering incoming calls to the BH service's dedicated phone number(s)²;
- processing the incoming e-mails³ to the BH service's dedicated functional mailbox(es);

² In case of a missed call, the operators **must immediately call back** the caller.

- processing complex test reports requiring multiple service requests for different external providers;
- creating the service requests on the Council's CMMS tool;
- creating and following-up of removal service requests related to maintenance tasks;
- creating, following-up & closing of service requests to external providers who do not have access to the CMMS (communication with external providers will be performed by e-mail);
- promptly communicate important technical issues & failures to the technical management sector;
- interacting proactively with the external providers to speed-up the closure of service requests;
- keeping archives on radios and key passes distribution to technicians;
- keeping data on the external providers' working hours;
- receiving & forwarding access requests to the accreditation office;
- receiving of demands and supporting documents for the issue (or renewal) of entrance badges and forwarding them to the accreditation office;
- facilitating the ordering of garbage & recycling containers;
- distributing conference, protocol or technical information to pertinent staff of the Secretariat or of external providers;
- data analysis & KPI reporting.

A.2.2. Duties and tasks of Team Leader

- operate as a Helpdesk Operator within the team, in respect of all duties and tasks under point A.2.1. above;
- organise and coordinate the Buildings Helpdesk service;
- have the responsibility for compliance with the operating schedule (cf. point A.2.5. below), the smooth temporary replacements, the maintenance of documents and databases, the delivery of reports, and any other obligation for the proper implementation of this contract;
- supervise the Buildings Helpdesk Team and be accountable for their behaviour, discipline and adherence to rules and regulations;
- act as a "queue manager", i.e. manage prioritisation in case of increased number of simultaneously received service requests;
- act as the Contractor's contact point with the Secretariat for all the operational issues of the Buildings Helpdesk service;
- have a mobile phone and be reachable during the hours of the operating schedule (cf. art. A.2.5. below).

A.2.3. Duties and tasks of Contract Manager

The Contractor must appoint one person to act as Contract Manager, in order to interact with the Secretariat for all issues related to administrative and financial contract management.

The role of Contract Manager cannot be undertaken by a member of the Building Management Team (Helpdesk Operator or Team Leader).

The function of Contract Manager does not constitute operational part of the services of this contract and will, thus, not entail any working hours chargeable to this contract.

A.2.4. Language requirements

The working languages for the Buildings Helpdesk service will be both French and English:

- both French and English will be required for the handling of incoming e-mails and phone calls, as well as for interaction with external providers and internal (Secretariat) stakeholders;
- the Contractor shall provide all deliverables (documents, reports, etc.) in French;
- French shall be the preferred language used in contacts and meetings between the Secretariat and the Contractor.

A.2.5. Requirements for on-site presence and rotation

³ All the emails received by the Buildings Helpdesk **must remain** in the servers and **never be deleted**.

The BH service must be provided by the Contractor on-site during the following timeframes:

- on working days, opening hours from 07:00 to 18:00 (all months except August);
- on working days, opening hours from 07:00 to 17:00 (in August);
- during summits and special events, throughout the event's whole duration.

Working days and public holidays are described in Appendix B, at the end of the document.

Notwithstanding that the number and duration of summits and special events cannot be calculated accurately in advance, it is presumed - for the purpose of providing an indicative workload estimate - that the Contractor will need to cater for the service to be available for approximately 150 working hours per year, divided over 12 summits (each one accounting for approximately 8-10 additional working hours, i.e. on a working day, but outside of the aforementioned opening hours) and 2 events (each accounting for approximately 20 working hours over a weekend).

In order to have a satisfactory service level during the opening hours, the Contractor is obliged to observe the minimum operating schedule described below:

A.2.5.1. Schedule on working days, all months except August;

- The first post should be staffed / covered from 07:00 until 18:00.
- The second post should be staffed / covered from 08:00 until 16:30.
- Operators may take their lunchbreak between 12:00 and 14:00, while respecting that the Helpdesk is staffed by at least one person during this period.



Figure 1. Regular workday's schedule of the helpdesk operators (all months except August)

A.2.5.2. Schedule on working days, in August;

- The first post should be staffed / covered from 07:00 until 17:00.
- The second post should be staffed / covered from 10:00 until 15:00.
- Operators may take their lunchbreak between 12:00 and 14:00, while respecting that the Helpdesk is staffed by at least one person during this period.



Figure 2. Workday's schedule of the helpdesk operators (during August).

It should be noted that the minimum operating schedule indicated above could be modified according to the workload and the actual situation in the field. Any modification to the operating schedule can be effectuated only upon written request by the Secretariat.

This minimum operating schedule must be, in any case, respected by the Contractor. The on-site presence of operators will be verified through the Secretariat's time registration system, as well as with spot checks. It is, thus, obligatory for members of the Buildings

Helpdesk Team to badge-in and badge-out every time they take-up or leave their post, including for when they start and finish their lunchbreak.

The Contractor is responsible for ensuring that rotations, shifts and breaks of the Buildings Helpdesk Team members is at all times in compliance with pertinent provisions of Working Time Directive 2003/88/EC.

In case the Team Leader is absent, he/she can be substituted by an operator, under prior approval of the Secretariat. For the particular period the chargeable rate per hour will be the one corresponding to the Helpdesk Operators.

The sum of the working hours for a calendar year is estimated to be 4.650 on average, of which 4.500 hours are reserved for working days and the rest for weekends and summits.

A.2.6. Requirements for reporting

The Contractor will prepare weekly, monthly, annual and "ad-hoc" reports. The team leader will comment on the values and trends that appear on tables and graphs for the particular period. These reports will be sent to the Secretariat. Their aim is to ensure that the quality of the service is maintained and that it is a service of continuous improvement. The Contractor must present its reports on a standardised basis to allow the documents to be read quickly and clearly. The Contractor may utilise the CMMS tool, which exports data in a way that allows the production of graphs and statistics. The Contractor must send all the reports to the Secretariat in an electronic format. Alternatively, the Contractor may make the reports available via the internet. When reports are provided online, users must be alerted automatically by email.

The Contractor must include at least the following data in each of the four report types:

A.2.6.1. Weekly reports

- major incidents report;
- analysis of the number of service requests still open at the end of the week;
- analysis of the number of service requests (open & closed) per priority and per day of the week;
- analysis of the number of service requests (open & closed) per technical field (HVAC, electricity, cleaning, etc.), per external provider and per week.

These reports will have to be produced every week and will include the previous 4 weeks as a basis of comparison. The Contractor will prepare a standardised weekly report. These standard reports may be adapted or modified during the execution of the contract according to the Secretariat's statistical and reporting needs. The weekly reports will be sent no later than Tuesday of the following week.

A.2.6.2. Monthly reports

- analysis of the number of service requests (open & closed) per priority per month;
- analysis of the number of service requests (open & closed) per technical field (HVAC, electricity, cleaning, etc.), per external provider and per month;
- analysis of the number of service requests (open & closed) per building, per unit area and per month;
- recurring calls from the same user or the same unit;
- analysis of the average time and the maximum time used for the closing of the service requests by technical field and by month;
- changes in the composition and organisation of the Buildings Helpdesk Team, i.e. temporary replacements, permanent substitutions or any other modification to the scheduling (shift-planning);
- proposals for improvement of the service delivered by the Buildings Helpdesk;
- problems occurred (e.g. bugs) in the operation of the CMMS software / IT application.

These reports will have to be produced every month and will include the previous 12 months as a basis of comparison. The Contractor will prepare a standardized monthly report. These standard reports may be adapted or modified during the execution of the contract according to the Secretariat's statistical and reporting needs. The monthly reports will be sent no later than the 15th of the following month.

A.2.6.3. "Ad hoc" reports

At the request of the Secretariat, the Contractor will produce bespoke reports on specific issues. For example, a report may be requested to elaborate on the reasons for recurring service requests emanating from the same source, without being closed within reasonable time. Such a report must contain all the information concerning the sequence of operations that were followed for the specific service requests. The "ad hoc" reports will be normally submitted within 48 working hours after the request of the Secretariat.

A.2.6.4. Annual reports

The Contractor will prepare an annual management report that includes a summary of the monthly reports. Not exhaustively, the report will include the following:

- the number of service requests (open & closed) per year and by technical field;
- the number of service requests per building and per year;
- the analysis of the average time and the maximum time used for the closing of the service requests by technical field and year;
- a summary of the changes made in the operation of the Buildings Helpdesk.

The annual report will be submitted no later than the 15th of February of the following year and no later than the 15th of the month following the end of the contract.

A.2.7. Requirements for documentation

A.2.7.1. Recording of calls

All the phone calls received by the Buildings Helpdesk Team on the dedicated phone number(s) will be recorded by the Secretariat for security and quality purposes.

A.2.7.2. Deliverables

The Contractor shall guarantee that the service will be accompanied by the following deliverables at least: meeting minutes, reports, databases, within the deadlines agreed on a case-by-case basis with the Secretariat.

All deliverables and other documents prepared by the Contractor shall be provided to the Secretariat in an editable electronic form (not in secured (.pdf) file for example) and must be compatible with the layout requirements set by the Secretariat.

A.2.8. Requirements for periodical meetings

A meeting with the Contractor will be scheduled each month to monitor the quality of the services performed and problems faced. These monthly meetings will normally take place in the office space allocated to BH service, during the opening hours defined under art. A.2.5.; the time spent by Contractor's staff in these meetings is, thus, considered part of the normal duties and will not be charged separately.

Participation of the Team Leader in the monthly meetings is obligatory. In case needed, the Contract Manager might also be present upon the Secretariat's request. Amongst others, the subjects under discussion will include:

- the analysis of the weekly & monthly reports;
- the analysis of any "ad hoc" reports;
- staff movements (leave, illness, replacement);
- operational problems faced;

- CMMS software / IT application problems occurred;
- proposals for continuous improvement of the service.

The minutes of the monthly meetings will be prepared by the Contractor and forwarded to the Secretariat within five working days after the meeting for approval.

The Secretariat reserves the right to convene additional periodical meetings, notifying the Contractor in due time.

A.2.9. Requirements for training

The Contractor must ensure that members of the Buildings Helpdesk Team are trained on a regular basis (at least 2 working days per year) on technical and operational developments related to their duties, as well as on soft skills and client satisfaction. The main skills that require constant improvement are:

- confidence, patience, politeness, tact and diplomacy, when dealing with difficult situations;
- taking ownership of urgent issues;
- helping and advising clients clearly and to liaise effectively with other professionals;
- listening skills, to understand exactly what clients require;
- problem-solving skills;
- creative thinking, ability to come up with new ideas to improve client service standards;
- working diligently under pressure;
- good personal interaction, especially when working with "difficult" clients;

The Contractor commits to catering for improvement of the Helpdesk Operators' and Team Leaders' customer service skills on an ongoing basis.

A.3. Requirements for the resources

The Contractor must propose for this contract a team of operators ("Buildings Helpdesk Team") to fulfil the contractual requirements. A team composed of 2 operators and 1 team leader meets this requirement. A contractor can submit an alternative proposal on the basis of part time work schedule of a different number of operators to deliver the capacity required. At least 2 team members shall work on a fulltime basis within the Buildings Helpdesk team.

A.3.1. Requirements for Helpdesk Operators

The Contractor must propose for this contract members of the Buildings Helpdesk Team to undertake the duties of Helpdesk Operator (cf. art. A.2.1. above). Each such member of the team must comply with the mandatory requirements described below:

- a. be able to demonstrate at least two FTE years⁴ of professional experience as helpdesk operator;
- b. have the ability to work in French and English, including the ability to understand and use French and English technical terms applicable to the buildings sector (electricity, heating, air conditioning, plumbing, general maintenance, etc.); adequate ability is defined, in this context, as at least level C1 in one of the two languages (French or English) and at least level B2 in the other;⁵
- c. have good IT literacy (Windows, MS-Office) ;
- d. have excellent customer service skills; good communication and interpersonal skills;
- e. have an outstanding sense of pro-activeness, responsibility and reliability;
- f. have a problem-solving mentality and be capable of prioritising effectively;
- g. have the ability to work under pressure and to respond effectively to fluctuations in the workload or the pace of work;
- h. have the ability to work in a team.

⁴ One FTE (full time equivalent) year of professional experience is defined for the purpose of this call for tenders as at least 1.650 man-hours of professional experience.

⁵ Levels as per the Common European Framework of Reference for Languages, available at <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

A.3.2. Requirements for Team Leader

The Contractor must propose for this contract at least one (1) member of the Buildings Helpdesk Team to undertake the duties of Team Leader (cf. art. A.2.2. above). Each such Team member must comply with the mandatory criteria described under points a-h of art. A.3.1 above, and in addition must also:

- i. have a degree at the level of at least bachelor / Graduate;
- j. be able to demonstrate at least one FTE year⁴ of professional experience as team leader in a technical environment.
- k. Have knowledge of facility management services, to be demonstrable through relevant technical training or at least one FTE year⁴ of relevant professional experience;

A.3.3. Requirement for avoidance of conflict of interest

The contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest (cf. Article II.7. of the (draft) Framework Contract).

A.3.4. Requirements for establishment of the Buildings Helpdesk Team

In compliance with the modalities of the Initiation Phase (cf. A.4.1 below), the Contractor must submit for the Secretariat's approval the personal files (CVs and proof of qualifications) of the proposed members of the Buildings Helpdesk Team, distinguished between Helpdesk Operators, and Team Leader.

At the latest four weeks after the introductory meeting (cf. art. A.4.1. below), the Contractor must also clearly describe and justify to the Secretariat, the methodology which will be followed in order to manage absences and the need for an immediate replacement of a Buildings Helpdesk Team member.⁶

No person can take up duties as member of the Buildings Helpdesk Team or access the Building Helpdesk's office space without prior approval of the Secretariat.

The Secretariat has the authority to verify that the person(s) proposed by the Contractor possess the qualifications described in their personal files and satisfy all the minimum requirements described under art. A.2.1. and/or A.2.2 of this document. This is without prejudice to, or interference with, the recruitment process, which will be the remit and sole responsibility of the Contractor.

A.3.5. Requirements for permanent substitution of a Buildings Helpdesk Team member

The Secretariat reserves the right - at any given moment during the contract's execution - to request the Contractor to permanently substitute a member of the Buildings Helpdesk Team, and to deny access for that member to the Secretariat's premises without prior notice.

In such cases the Contractor will be obliged to put forward an alternative Team member within two weeks of notification of the Secretariat's decision for permanent substitution.

The Contractor undertakes not to modify without apparent reason the composition of the Buildings Helpdesk Team. Staff turnover at the initiative of the Contractor must not exceed one person per year, except in case of force majeure.

⁶ Temporary replacement due to, for example: leave entitlements, short- or long-term illness, or any other circumstance that may impede the BH Team member to show up for duties. The replacement, including any necessary handover of documents and information, must be effectuated by the Contractor without impeding the uninterrupted provision or the quality level of the BH service. Under no circumstances can a member of the BH Team leave her/his post without the other member having arrived to replace her/him.

A.4. Contract implementation modalities

A.4.1. Contract Initiation Phase

Initiation phase of the contract is the period between the date of contract signature and the start of the provision of the Buildings Helpdesk service; its duration is limited to 6 weeks. The timeline of the initiation phase is defined as follows:

- Two weeks after the signature of the contract, the Contractor shall attend an **introductory meeting** with the Secretariat in Brussels. During this meeting, the Secretariat will present in detail the service's "status-quo" ("as-is"), i.e. the procedures and systems currently in place, and will provide to the Contractor relevant background documentation. In the particular meeting, the Contract Manager of the Contractor will be present and submit to the Secretariat the CVs of the Buildings Helpdesk Team (cf. A.3.3., A.3.4 and A.3.5. above).
- In case the buildings helpdesk team which will be located in the Justus Lipsius building, differs from the one which was proposed in the submitted offer, then the team composition must be approved by the Secretariat. If this is not achieved within two weeks after the introductory meeting, the Secretariat has the authority to apply penalties (cf. Art.5).
- At the latest four weeks after this introductory meeting, the Contractor is expected to have acquired a comprehensive picture and a detailed understanding of the BH service's "status-quo" ("as-is"), to have a satisfactory knowledge of the Council's buildings by performing an adequate number of on-site visits, to have briefed the members of the Buildings Helpdesk Team accordingly, and to provide the Secretariat with proposals for the efficient organisation of the BH service. This is the point in time when the Contractor officially starts the provision of the BH service. Any delay in the official commencement of the BH service enables the Secretariat to impose penalties (cf. Art.5).

It is expressly noted that the initiation phase does not constitute an assignment as defined in the context of this contract, i.e. it does not count against the estimated workload. By means of clarification, all time, effort, material and any other costs expended by the Contractor during the initiation phase, will be covered by the Secretariat as a lump sum amount (clearly defined in the Contractor's financial offer) corresponding to the cost of one-hundred-and-sixty (160) working hours of one (1) Helpdesk Operator under the "Normal" schedule unit price (cf. Appendix B to this document and Annex II of the (draft) Framework Contract).

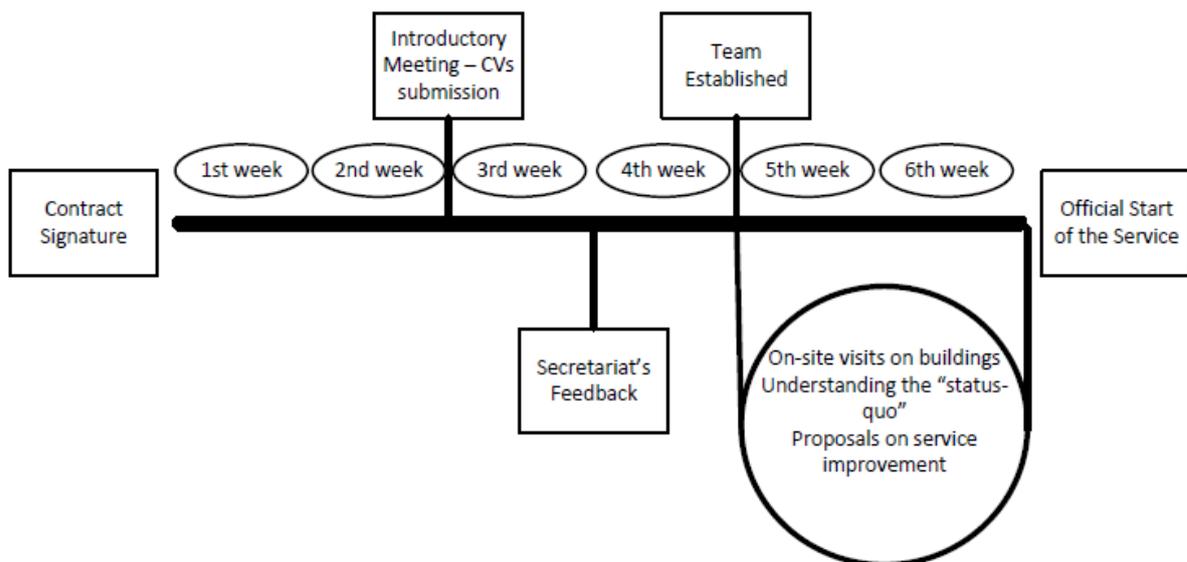


Figure 3. Timeline of the Initiation Phase

A.4.2. Contract closure phase

The premises, equipment and materials made available to Contractor's personnel must be returned at the end of the contract in good condition. In case of damage due to improper use, the Contractor will be requested to reimburse to the Secretariat the costs of repair or replacement.

A.4.3. Calculation of chargeable hours

Working hours will be charged according to the time of the day and the day of the week they will be actually provided. There are three possible time categories, "normal schedule", "exceptional schedule 1", "exceptional schedule 2", as described in detail in Appendix B to this document.

It should be noted that the maximum acceptable charges for the hourly rates are:

- **"exceptional schedule 1" cannot be more than 1,5 times the normal hourly rate;**
- **"exceptional schedule 2" cannot be more than 2 times the normal hourly rate.**

Every month, the Contract Manager will present to the Secretariat an analysis with the actual net hours of Buildings Helpdesk services rendered during the previous month (cf. art. A.2.5. above). This analysis must contain at least the following information per member of the Buildings Helpdesk Team: date of work, start of work (time), end of work (time), duration of lunchbreak taken. The analysis must also contain a provisional calculation of the amount proposed for invoicing, on the basis of multiplying the number of working hours actually provided under each of the three aforementioned time categories with the pertinent unit prices of the Financial Tender Form (Annex II of the (draft) Framework Contract).

The Secretariat will verify the integrity and accuracy of the analysis, for example by comparing the data with the timestamps of the Secretariat's time registration system and the findings of on-the-spot presence checks.

The cost of the Contract Initiation Phase, shall be invoiced separately, subject to its successful completion.

A.4.4. Software and Licenses

The IT application/tool currently in operation by the Secretariat (CMMS "ARCHIBUS version V.22.1") has all the required licenses related to the performance of the service, and the Secretariat will ensure that it is regularly upgraded and / or updated. The Contractor will not obstruct the regular software upgrade. The Secretariat is responsible for the software maintenance and has the authority to substitute it with another software tool, with well in advance, prior notice to the Contractor. In this case, the Contractor will have to facilitate the replacement of the system. The most recent version of which the Secretariat owns the license will always be installed, provided that it does not lead to instability in the IT environment of the Secretariat. The update will be effectuated outside working hours and will subject to prior approval(s) of the Secretariat. The hardware, software and the licenses provided for usage of the IT application/tool remain property of the Secretariat.

A.4.5. Ownership of the results

Any results, patent, copyright or other intellectual property produced and delivered by the Contractor in performance of the Contract shall become the property of the Secretariat, which may use them as it sees fit, except where industrial or intellectual property rights already exist (ref. section II.13 of the (draft) framework contract). The Secretariat shall also be authorised to use images of the works carried out in non-commercial publications without even indicating the name of the author of the project.

A.4.6. Audit and verification tests

The Secretariat reserves the right to organise, at any time and without notice, audit & verification tests to ensure that the quality of the Buildings Helpdesk service is preserved.

The results will be communicated to the Contractor in order to take the measures needed to improve the service.

A.4.7. Access to the Secretariat premises

The Contractor's personnel must submit, at the Contractor's expense, to a security check procedure detailed in Annex VI to the (draft) framework contract.

Since access to the Secretariat is subject to an identity check, the permanent personnel of the Contractor will receive an access card valid for one year, subject to the results of the security check described in Annex VI to the (draft) framework contract. Temporary personnel will receive access cards for a day at a time or for a limited period. Personnel are authorised to enter only the areas where they are to perform their work. The access card must be clearly displayed at all times.

A.4.8. Compliance with the Secretariat's security and health & safety policy

The Contractor's Team Leader will be responsible for ensuring compliance with the rules and instructions concerning security measures in force at the Secretariat (see Annex VI to the (draft) framework contract), as well as concerning health and safety in force at the Secretariat (see Annex VII to the (draft) framework contract). When the services are being performed, the Team Leader will generally ensure the security of the Contractor's personnel present at the Secretariat. The Contractor will draw up a specific health and safety plan for the contract. The plan will be submitted for the approval of the Secretariat's Safety Unit during the initiation phase.

A.4.9. Compliance with the Secretariat's environmental policy

The Secretariat has implemented an environmental management system in accordance with the EMAS Regulation, which involves the continuous review and improvement of environmental performance⁷. The Contractor must, on its own sole responsibility, assume all the risks to the environment which result from its obligations under this contract. The Contractor must undertake to comply with the legal provisions and regulations in force during the term of the contract as well as any new regulation which enters into force during the term of the contract.

A.4.10. Staff discipline on site

It is strictly forbidden for personnel to smoke on the premises and patios. The Contractor must ensure the good conduct of its personnel at the workplace. Personnel must refrain from drinking alcohol and from smoking, and must maintain confidentiality concerning the Secretariat's activities and any information they may acquire on its premises. The Contractor must immediately replace any members of its personnel who do not meet these requirements. The Secretariat may decide to deny a member of personnel access to the building if there is doubt as to his or her integrity, or on grounds of bad behaviour or poor quality of work.

A.5. Service Level Agreement (SLA)

A.5.1. Description

The Secretariat has the right to apply penalties to the Contractor in case of non-compliance with service levels agreed.

The penalties are related to:

- the exceeding of the deadlines in opening the service requests;

⁷ <http://www.consilium.europa.eu/en/general-secretariat/corporate-policies/environmental-management/>

- treatment of any follow-up from external providers or the technical management sector who are not using the Secretariat's CMMS;
- exceeding service requests time limits for administrative completion;
- non-compliance with the procedures imposed by the Secretariat;
- the non-respect of the minimum qualifications required for the personnel on site;
- the frequent modification of the helpdesk operators team;
- the failure to respect the presence hours obligation;
- non-participation to follow-up meetings;
- delays in the delivery of the periodic reports;
- delays in completing the initiation phase within the predefined time-limits;
- late team constitution during the initiation phase.

Note: All these penalties are cumulative.

In case that there is a cause and effect relationship between two penalties, the one that has the heaviest economic impact is applied. The Contractor is obliged to deduct from its following billing the amount of the penalties applied.

The Secretariat shall notify the penalties applied to the Contractor by e-mail. Unless the Contractor disputes them in writing within five (5) working days after the receipt of the e-mail, the notified penalties will be considered accepted by the Contractor.

The application of these penalties does not exclude the Contractor from further financial obligations in case of major incidents caused in his fault.

The penalties are defined as follows:

Subject	Description	Penalty
Delays in completing the initiation phase within the predefined time-limits	Failure to complete successfully the initiation face within the predefined period.	10 points/per calendar day
Late submission of CVs	Failure to submit the BH Team's / back-up Team's CVs by the end of the 2nd week of the initiation phase.	2 points/per calendar day/ per each employee
Late team constitution	Failure to constitute the full BH Team / back-up Team by the end of the 4th week of the initiation phase.	2 points/per calendar day/ per each employee

Figure 4. SLA table related to the initiation phase

Subject	Description	Penalty
Exceeding Service Requests Time limits (Creation)	Excess of the pre-defined time limit (=30') in order to create a service request on the CMMS, according to the procedures provided. The same rule applies in the case of opening a service request for external providers who are not using the CMMS.	1 point /per 30' late
Treatment of any follow-up (e-mails, phone calls, etc.) or requests from external providers or the Technical	Failure to treat follow-ups (e-mails, phone calls, etc.) or requests, received from external providers or the Technical Management Sector, within the hour following the receipt.	1 point/ per 1 hour late

Management Sector		
Exceeding Service Requests Time limits for Administrative Completion	Failure in completing the administrative procedures, of a service request on the CMMS, within the next working day of the work's technical completion.	1 point/ per working day
Late arrival/ Early departure	Failure to respect the on-site presence as defined.	1 point per 10' of late arrival/ early departure, counting from the 1 st minute of delay/exit
Frequent modification of the team	Excess of the maximum staff turnover at Contractor's initiative (one person per year), without prior approval of the Secretariat (excluding "force majeure")	10 points/per each modification
Non-compliance with procedures	Failure to follow the procedures as imposed by the Secretariat.	2 points/per non-compliance
Non-participation to follow-up meetings	The absence of the Contractor's team leader from the scheduled meetings.	4 points/per meeting missed
Delays in the delivery of the periodic reports	Failure to delivery the reporting documents on the specified time limits.	1 points/per reporting document/ per calendar day

Figure 5. SLA table related to the provision of the service

One point equals to a penalty (liquidated damage) of 50 €.

B. ADMINISTRATIVE PROVISIONS

B.1. Specific features of the contract

B.1.1. Contracting authority

Council of the European Union

General Secretariat

Rue de la Loi/Wetstraat 175

1048 Brussels, Belgium

(hereinafter referred to as 'the contracting authority' or 'the Council')

B.1.2. Duration of the contract

Duration of the contract: a maximum of four years (initial period of two years, with a possibility of renewal for two one-year periods).

B.1.3. Division into lots

Not applicable.

B.1.4. Variants and options

Variants and options⁸ shall not be permitted. Variants and/or options proposed by tenderers shall not be considered.

⁸ Options are qualitative or quantitative extras, ancillary to the main purchase.

B.2. Participation in the tender procedure

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country that has a special agreement with the European Union in the field of public procurement, under the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the World Trade Organization applies, participation in this call for tenders is also open to nationals of the countries that have ratified this Agreement, under the conditions it lays down.

B.3. Evidence of access to procurement

The Legal Entity Form and supporting evidence must be provided by the tenderers.

B.3.1. Legal Entity Form and Evidence

- a) All tenderers and identified subcontractors must provide a signed Legal Entity Form with its supporting evidence, in order to prove their legal capacity and their status. The form is available at: <http://www.consilium.europa.eu/en/general-secretariat/public-procurement/>.
- b) Tenderers must provide the following information with the Legal Entity Form:
 - official supporting documents (register(s) of companies, official gazette, VAT registration, etc.)
 - For legal persons, a legible copy of the notice of appointment of the persons authorized to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Evidence must be provided of any delegation of this authorization to another representative not indicated in the official appointment.
 - For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

B.3.2. Financial Identification Form and Evidence

The tenderer (or the designated single point of contact in case of a joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available at: <http://www.consilium.europa.eu/en/general-secretariat/public-procurement/>.

B.3.3. Joint offers / Groupings / Consortia

- a) Groupings / consortia of two or more economic operators may submit a joint offer. Joint offers may include subcontractors, in addition to the joint tenderers.
- b) The grouping / consortium must state the name of the lead economic operator and the single point of contact during the procurement procedure.
- c) Each member of the grouping / consortium must provide the Legal Entity Form and supporting evidence (see point B.3.1 above) and the declaration concerning the exclusion criteria and the selection criteria (see points B.5.2 and B.5.3 below, as well as Annex I.1 to this document). The exclusion criteria will be applied to each member of the grouping/consortium individually. The selection criteria will be applied to the grouping/consortium as a whole. Members of a grouping that do not meet the selection criteria individually shall indicate "NO" in the corresponding box in the declaration on exclusion/selection (see point B.5.3 below, as well as Annex I.1 to this document).
- d) In addition, each member of the grouping/consortium must provide a document:
 - authorizing the lead economic operator to tender and to sign a contract on behalf of the grouping/consortium and to issue invoices on behalf of all members;

- detailing the role each member of the grouping / consortium will play in performing the contract and stating the specific resources to be made available for the performance of the contract by each member;
 - stating explicitly that the members of the grouping / consortium are jointly and severally liable to the Contracting Authority and that they undertake jointly to perform the contract in case of award.
- e) Any change in the composition of the group / consortium during the procurement procedure may lead to rejection of the corresponding tender. Any change in the composition of the group / consortium after the signature of the contract may lead to the termination of the contract.

B.3.4. Subcontracting

- a) Any intention to subcontract part of the contract must be clearly stated in the tender. Tenderers should provide:
- a document stating clearly the identity, roles, activities and responsibilities of subcontractor(s) and specifying the intended volume/proportion of the work for each subcontractor;
 - a letter of intent by each subcontractor stating its unambiguous undertaking to collaborate with the tenderer in case of contract award and the extent of the resources that the subcontractor will put at the tenderer's disposal for the performance of the contract.
 - The exclusion criteria will be applied to subcontractors individually. The selection criteria will be applied to the tenderer/subcontractor(s) as a whole. Subcontractors that do not meet any of the selection criteria shall indicate "NO" in the corresponding box in the declaration on exclusion/selection (see point B.5.3 below as well as Annex I.1 to this document).
 - If the above-mentioned documents are not provided, the Contracting Authority shall assume that the tenderer does not intend to subcontract any tasks.

B.4. Protocol on the privileges and immunities of the European Union

The Protocol on the Privileges and Immunities of the European Union apply to this procurement procedure. The Contracting Authority is exempt from customs duties, indirect taxes and sales taxes, including value added tax (VAT), under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the relevant Member State legislation.

B.5. Evaluation

B.5.1. Evaluation steps

- a) The evaluation of offers will be based on the information provided by the tenderers. In addition, the Contracting Authority reserves the right to use any other information from public or specialist sources. All information will be assessed in the light of the criteria set out in these tender specifications.
- b) The Contracting Authority will check that the Legal Identity Form (cf. point B.3.1 above) and Financial Identification Form (cf. point B.3.2 above) have been correctly filled in and that their supporting evidence is complete. If applicable, the documentation relating to joint offers / subcontractors will also be checked.
- c) The evaluation procedure will consist of the following steps, which will be carried out in no particular order.
- **Exclusion criteria:** verification of the signed declaration (Annex I.1) stating that tenderers are not in one of the situations that would exclude them from participating in the procurement (see point B.5.2 below);

- **Selection criteria:**
 - Verification of the signed declaration (Annex I.1) stating that tenderers meet the mandatory selection criteria relating to the financial and technical capacity of tenderers (see point B.5.3 below);
 - Verification of the form (Annex I.2) demonstrating that the tenderers comply with the technical ability criteria (see point B.5.3.b.(ii) below)
- **Award criteria:**
 - Verification of the form (Annex I.3) demonstrating that the tenders comply with the minimum requirements set out in the technical specifications;
 - Evaluation of tenders on the basis of the award criteria (see point B.6 below).

B.5.2. Exclusion criteria

- a) All tenderers shall provide a declaration on their honour (see Annex I.1), duly signed and dated by an authorized representative of the tenderer, stating that they are not in one of the situations of exclusion listed in this declaration.
- b) The declaration on honour is also required by all members of a grouping / consortium and for all subcontractors.
- c) The successful tenderer shall provide the documents mentioned as supporting evidence⁹ in Annex I.1 before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to all members of a grouping/consortium in case of a joint tender and to identified subcontractors whose capacities will be relied upon to fulfil the selection criteria.

B.5.3. Selection criteria

a) General information

- (i) Tenderers must prove that they meet the economic, financial and technical ability requirements to perform the services set out in this call for tenders.

In the case of joint offers / subcontractors, the selection criteria shall be applied to the grouping / consortium as a whole. The lead economic operator shall attach to the declaration on exclusion / selection criteria a breakdown per economic operator of how the selection criteria is fulfilled. This attachment giving details of the financial / economic / technical capacities of each economic operator on whom the tenderer relies to fulfil the selection criteria must be dated and signed by the legal representatives of the economic operator in question. The Contracting Authority will carry out a consolidated assessment to verify compliance with the minimum capacity levels set out in the selection criteria.

- (ii) The tenderer may rely on the capacities of other economic operators, regardless of the legal nature of the links it has with them.
- (iii) The Contracting Authority may request the evidence listed below under point B.5.3.b) to demonstrate compliance with the selection criteria at any time during the procedure. Tenderers must provide this evidence within 14 calendar days of the Contracting Authority's request.

⁹ Tenderers may find more information about the required documents on the following website: <http://ec.europa.eu/markt/ecertis/login.do>

- (iv) Any fraudulently or negligently misrepresented information required for the verification of the fulfilment of selection criteria shall constitute grave professional misconduct.

b) *Conditions for participation*

(i) Economic and financial capacity

1st Condition:

For each of the previous three financial years for which accounts have been closed, the tenderer must provide proof of specific turnover (in the domain of technical helpdesk services in the context of building management / facility management) of at least EUR 150.000 per year.

2nd Condition:

The tenderer's accounts must demonstrate an average positive EBITDA over the previous three financial years for which accounts have been closed. *If the operating accounts show an average negative EBITDA over the past 3 years, the candidate must provide any other document as proof of his financial and economic capacity, such as an appropriate guarantee from a third party (e.g. the parent company), statements from auditors or other bodies.*

Evidence:

(a) The tenderer's balance sheets or extracts from the balance sheets, accompanied by a report from a chartered accountant or a company auditor for at least the last three financial years for which accounts have been closed, where publication of the balance sheet is required under the law of the country in which the tenderer is established.

(b) A statement of the tenderer's overall turnover and its turnover in respect of the services to which the contract relates (technical helpdesk services in the context of building management / facility management) for the previous three financial years.

NB: the documents submitted must be recent, i.e. less than three months old on publication of this call for tenders.

(ii) Technical and professional capacity

1st Condition:

The tenderer must dispose of at least two (2) employees who have the following qualifications: at least two FTE years¹⁰ of professional experience as helpdesk operator; ability to work in French and English at level C1 and B2 (or vice versa); have good IT literacy; other equivalent qualifications / certificates.

¹⁰ One FTE (full time equivalent) year of professional experience is defined for the purpose of this call for tenders as at least 1.650 man-hours of professional experience.

<p>Evidence:</p> <p>The tenderer must complete Annex I.2 and provide a CV and proof of qualifications for at least two (2) employees with the aforementioned profile ("helpdesk operator").</p>
<p>2nd Condition:</p> <p>The tenderer must dispose of at least one (1) employee who has the following qualifications: a degree at the level of at least Bachelor/Graduate; at least one FTE year of professional experience as team leader in a technical environment; knowledge of facility management services to be demonstrated through technical training or at least one FTE year of relevant professional experience; ability to work in French and English at level C1 and B2 (or vice versa); have good IT literacy; other equivalent qualifications / certificates.</p> <p>Evidence:</p> <p>The tenderer must complete Annex I.2 and provide a CV and proof of qualifications for at least one (1) employee with the aforementioned profile ("team leader").</p>
<p>3rd Condition:</p> <p>The tenderer must provide at least two (2) references for provision of helpdesk services in the context of facility management (as a sole operator, in groupings / consortia, or as a subcontractor) over the past five (5) years in customers (institutions, organisations or companies). The cumulative contractual value of the two references provided must amount to at least EUR 150.000 per year.</p> <p>Evidence:</p> <p>The tenderer must provide a certificate for each reference, containing details about the customer, dates, cost and type of services offered.</p>
<p>4th Condition:</p> <p>A tenderer contractually linked to the Contracting Authority at the time of tender submission, as main contractor, as subcontractor or by consortium membership, must not have conflicting interests which may negatively affect its performance (a) under the contract to be awarded under this procurement procedure, and (b) under all contracts by which it is linked to the Contracting Authority now.</p> <p>This lack of conflicting interests must be demonstrated by the tenderer in a sufficiently adequate manner for the Contracting Authority to reasonably conclude that the tenderer possesses the required professional capacity to perform the contract to an appropriate quality standard without any conflicting interests which may negatively affect its performance for this and all current contracts by which it is linked to the Contracting Authority (cf. point 20.6. Annex I FR)¹¹.</p> <p>Evidence:</p> <p>The tenderer must complete Annex I.2. The tenderer shall either declare absence of such contractual links or present an exhaustive list of all contracts (with subject matter) by which he/she is linked to the Contracting Authority at the time of tender submission.</p> <p>In the latter case, this list must be accompanied by all measures and safeguards (to be) put in place for the performance of this contract and any justification, sufficiently adequate to reasonably convince the Contracting Authority that the tenderer, upon winning the contract, does not appear to have any conflicting interest which may negatively affect the tenderer's performance, or that the tenderer appears to possess the required professional capacity to perform the contract to an appropriate quality standard.</p>

B.6. Award Criteria

B.6.1. Award Method

The contract will be awarded to the lowest-priced tender that satisfies the minimum requirements set out in the technical specifications.

B.6.2. Evaluation of the financial offer

¹¹ Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193, 30.07.2018).

Tenderers must submit their financial offer on the form provided in Annex I.4.

The price that will be considered for the evaluation will be the grand total resulting from the cost-calculation model set out in Annex I.4.

The grand total = \sum (estimated volumes x unit price)

The cost-calculation model will be used for the purpose of comparing the financial offers and will not under any circumstances constitute a contractual obligation on the part of the contracting authority. Tenderers may not modify the financial form.

Prices must be quoted in euro, exclusive of VAT and all taxes and other charges.

C. LIST OF ANNEXES

The documents listed below are attached to the Tender Specifications:

Annex I.1: Declaration on honour on exclusion and selection criteria

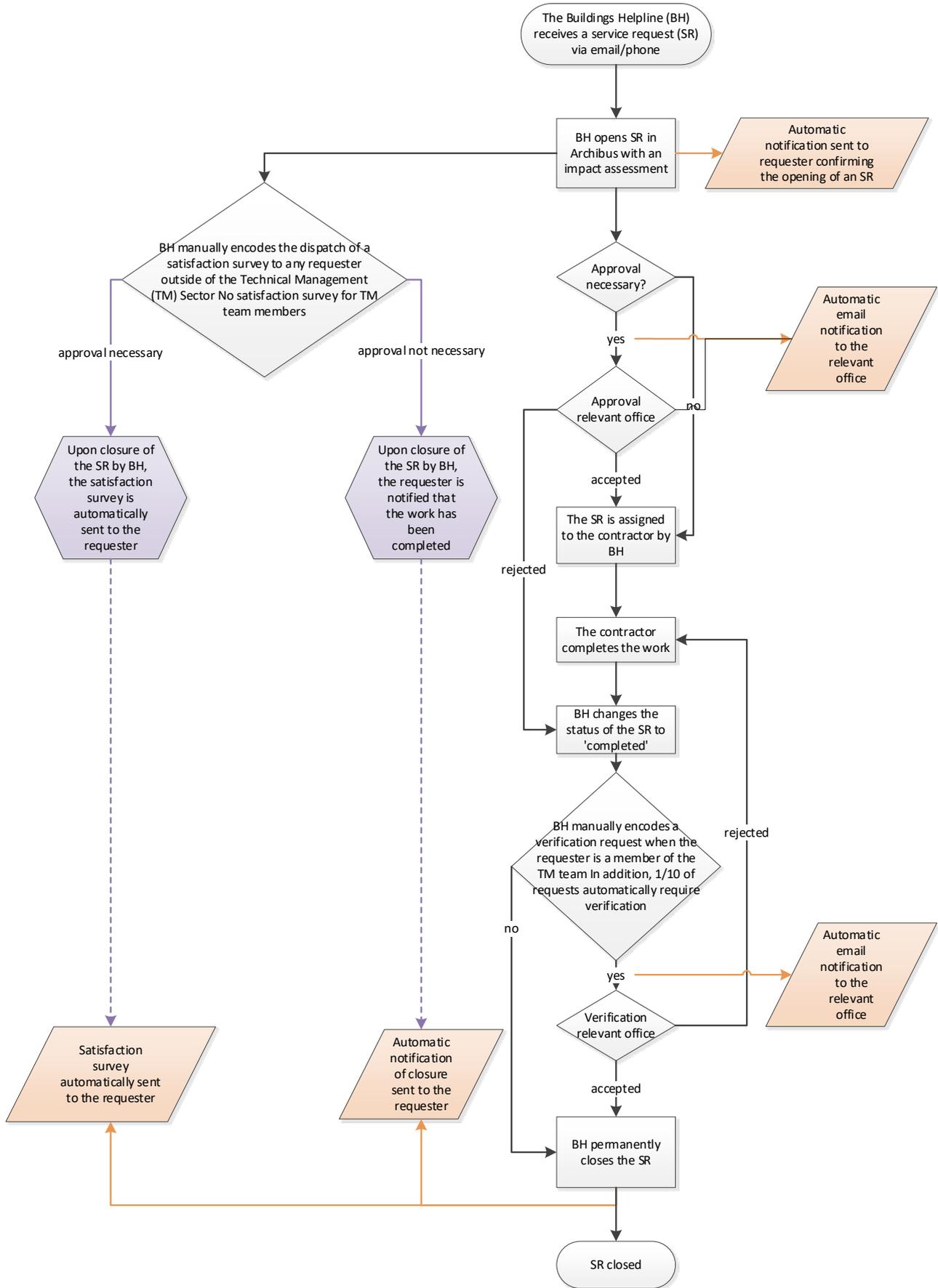
Annex I.2 Demonstration of conformity with tendering specifications - minimum requirements

Annex I.3: Demonstration of conformity with tendering specifications - technical ability

Annex I.4: Financial tender form

APPENDIX A

Processing of a service request on Archibus



APPENDIX B

TIME CATEGORIES (CF. A.4.3. OF THE TECHNICAL SPECIFICATIONS)

Services may be carried out during the following periods:

- **Normal Schedule:**
 - Monday to Friday (except national public holidays in Belgium, with the exception of 11 November) between 07:00 and 18:00

- **Exceptional Schedule "1":**
 - Monday to Friday (except national public holidays in Belgium, with the exception of 11 November) between 00:00 and 06:59
 - Monday to Friday (except national public holidays in Belgium, with the exception of 11 November) between 18:01 and 23:59
 - Saturdays between 00:00 and 23:59

- **Exceptional Schedule "2":**
 - National public holidays in Belgium (except 11 November) between 00:00 and 23:59
 - Sundays between 00:00 and 23:59

The national public holidays in Belgium are as follows:

- 1 January (New Year's Day)
- Easter Sunday and Easter Monday (variable dates)
- 1 May (Labour Day)
- Ascension Day (sixth Thursday after Easter)
- Whit Sunday and Whit Monday (seventh Sunday and Monday after Easter)
- 21 July (Belgian national day)
- 15 August (Assumption)
- 1 November (All Saints' Day)
- 11 November (Armistice Day)
- 25 December (Christmas)