



EUROPEAN UNION RULE OF LAW MISSION IN KOSOVO**EULEX KOSOVO**

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REQUEST FOR PROPOSAL**Coffee Shop & Sandwich Bar Services for EULEX Log-Base in Mitrovica**

REFERENCE: RFP/07/2015/Coffee Shop & Sandwich Bar Services for EULEX Log-Base in Mitrovica

In submitting their proposal, tenderers must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

The complete tender dossier includes:

- A. Instructions to tenderers**
- B. Draft Contract Agreement with annexes:**
 - I. Terms of Reference
 - II. Organisation and Methodology (To be submitted by the tenderer according to the template provided)
 - III. Key Experts (List of Key Experts and CV's to be submitted by the tenderer using the template provided)
 - IV. Budget -Indicative Price List (To be submitted by the tenderer as the Financial offer using the template provided)
 - V. Forms (Financial Identification Form and Legal Entity Form to be submitted by the tenderer using the template provided) and other relevant documents
- C. Other information:**
 - I. Administrative compliance grid
 - II. Evaluation grid
- D. Tender submission form** (to be submitted by the tenderer using the template provided)

A. INSTRUCTIONS TO TENDERERS

In submitting their proposal, tenderers must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. . Services to be provided

EULEX Kosovo (hereinafter referred to as “Contracting Authority”) wishes to provide a cafeteria at its Mitrovica Log-base, 40000 Mitrovica, KOSOVO. The scopes of services that are required by the Contracting Authority are described in the Terms of Reference. These are contained in Annex I of the draft contract, which forms Part B of this tender dossier.

2. . Timetable

	DATE	TIME*
Site visit (Mandatory)	15 July 2015	10:30 hrs
Information meeting (if any)	Not applicable	
Deadline for request for any clarifications from the Contracting Authority	17 July 2015	17:00 hrs
Last date on which clarifications are issued by the Contracting Authority	27 July 2015	-
Deadline for submission of tenders	07 August 2015	15:00 hrs
Interviews (if any)	Not applicable	-
Completion date for evaluation of technical offers	August/September 2015 [§]	-
Notification of award to the selected tenderer	August/September 2015 [§]	-
Contract signature	September 2015 [§]	-
Commencement date	01 October 2015	-

* All times are in the time zone of the country of the Contracting Authority

[§] Provisional date

3. Participation and sub-contracting

- a) Tendering is open to all legal persons participating either individually or in a grouping (consortium) of tenderers which are established in Member State of the European Union, in an official candidate country or a country that is a beneficiary of the Instrument for Pre-Accession Assistance, in a Member State of the European Economic Area, a country of the Western Balkans region or a contributing third State, as authorized by Council Joint Action 2008/124/CFSP of 04 February 2008, on the European Union Rule of Law Mission in Kosovo, (hereafter “EULEX Kosovo”) as amended by JA 2009/445/CFSP, Council Decision 2010/322/CFSP, Council Decision 2012/291/CFSP, Council Decision 2013/241/CFSP, Council Decision 2014/349/CFSP, Council Decision 2014/685/CFSP of 29 September 2014 and Council Decision (CFSP) 2015/901 of 12 June 2015.

- b) Tendering is also open to international organisations. Tendering by natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

Natural or legal persons cannot be in any of the exclusion situations described in **Section 2.3.3 of the Practical Guide to contract procedures for EU external actions**. Should they do so, they may be excluded from tender procedures and contracts in accordance with Section 2.3.4 of the **Practical Guide to contract procedures for EU external actions**.

- c) Service providers or consortia are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.

If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated by the tenderer in its Tender submission form;

- d) The tenderer must intend to carry out the major part of the services itself and the sub-contractor must not sub-contract further;
- e) All sub-contractors must be eligible¹ for the contract.
- f) Sub-contractors cannot be in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide to contract procedure for EU external actions.
- g) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national or international practices, as a method of dispute resolution.

4. Content of proposals

The proposals, all correspondence and documents related to this procedure exchanged by the tenderer and the Contracting Authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

The tender must comprise of a Technical proposal and a Financial proposal. Each Technical offer and Financial offer must contain one original, clearly marked "Original", and three (3) copies, each marked "Copy". Failure to respect the requirements in clauses 4.1 and 4.2 and 8 will constitute a formal error and may result in the rejection of the tender.

4.1 Technical Proposal

The technical proposal must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
- a) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form;
 - b) Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorized to do so.

¹ Participation is open to legal persons which are established in a Member State of the European Union, in an official candidate country or a country that is a beneficiary of the Instrument for Pre-Accession Assistance, in a Member State of the European Economic Area, a country of the Western Balkans region or a contributing third State, as authorized by Council Joint Action 2008/124/CFSP of 04 February 2008 on EULEX KOSOVO.

- (2) **Organisation and methodology** (will become Annex II of the contract), to be drawn up by the tenderer using the format in Annex II of the draft contract.

The organisation and methodology must specify the methods and resources to be used by the tenderer for the performance of the service, regarding the definition of the Contracting Authority's requirements and objectives, thus demonstrating the degree of understanding of the contract. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final contract.

- (3) **Key experts** (To become Annex III of the contract). The key experts are those whose involvement is considered to be instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Section 7. d) of the Terms of Reference in Annex I of the draft contract and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier.

Annex III of the draft contract contains the templates which must be completed by the tenderer, including:

- a) the CVs of each of the key experts. Each CV must be confined to 3 pages and only one CV should be provided for each position identified in the Terms of Reference. Note that the CV's of non-key experts must not be submitted.

The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of reference.

Tenderers must provide the following documents in the case of the key experts proposed:

- a declaration that a copy of all employees sanitary booklets will be provided as soon as possible after contract signature, however no later than the date of commencement of services.

- (4) **Documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into one or more of the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes 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 candidate or tenderer shall declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his/her situation have occurred.

Documentary proof of business registration certificate.

5. Indicative Price Schedule

The indicative price schedule duly completed by the tenderer becomes Annex IV of the Contract.

Prices must be stated in Euro and shall be fully inclusive of all costs necessary to supply the goods and perform the services in accordance with the terms of reference.

6. Variant solutions

Tenderers are not authorized to tender for a variant in addition to the present proposal.

7. Period during which tenders are binding

Tenderers are bound by their proposals for 90 days after the deadline for the submission.

8. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid tenderers invited to tender from having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to the request of a tenderer, provides additional information on the tender dossier, it must send such information in writing to all other tenderer at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the reference and the contract title:

EULEX Kosovo
Procurement Section
Ndërtesa Farmed
“Muharrem Fejza” p.n.
Lagja e Spitalit
10000 Pristina, Kosovo
E-mail: tenders@eulex-kosovo.eu

The Contracting Authority has no obligation to provide clarifications after this date.

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority and/or the government of the beneficiary country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders.

No information meeting is foreseen.

A **MANDATORY site visit** will be organized on **15 of July 2015 at 10:30 hrs** (Kosovo time) at Mitrovica Log-base, 40000 Mitrovica, Kosovo, so that prospective tenderers can familiarize themselves with the project and the local conditions. **The prospective tenderer must write to the above address in advance to confirm its intention to participate in the site visit.** Additional information or clarifications on the tender dossier will not be given at the site visit, but will be done by the Contracting Authority as indicated above. All costs of visiting the site must be met by the tenderers. Offers from tenderers not participating in the site visit will be rejected.

The tenderers attending the site visit will be provided with Floor Plan and Inventory List of Kitchen Equipment.

Visits by individual prospective tenderers during the tender period cannot be permitted other than for this site visit for all prospective tenderers.

9. Submission of tenders

Tenders must be received before the deadline specified in paragraph 2 *Timetable* as they are to be sent to the following address:

EULEX Kosovo
Procurement Section
Ndërtesa Farmed
“Muharrem Fejza” p.n.
Lagja e Spitalit
10000 Pristina, Kosovo

E-mail: tenders@eulex-kosovo.eu

Tenders must comply with the following conditions:

All tenders must be submitted in one original, marked “original”, and three copies, signed in the same way as the original and marked “copy”.

All tenders must be received at **EULEX Kosovo, Procurement Section, Ndërtesa Farmed“Muharrem Fejza” p.n., Lagja e Spitalit, 10000 Pristina, Kosovo** before the deadline, of **07August 2015 at 15:00 hrs**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Authority or his representative.

All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) The above address;
- b) The reference code of this tender procedure, i.e. **RFP/07/2015/Coffee Shop & Sandwich Bar Services for EULEX Log-Base in Mitrovica**
- c) The words “Not to be opened before the tender opening session” in the language of the tender dossier and “Te mos hapet para sesionit te hapjes” and “Ne otvori pre otvarajuće sesije”
- d) The name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

The pages of the Technical and Financial offers must be numbered.

10. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 9. The outer envelope (and the relevant inner envelope) must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

11. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

12. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

13. Evaluation of tenders

13.1 Administrative compliance

The Committee checks the compliance of tenders with the instructions given in the tender dossier. Any major formal errors or major restrictions affecting performance of the contract or distorting competition result in the rejection of the tender concerned.

With the agreement of the other Evaluation Committee members, the Chairperson may communicate in writing with tenderers whose submissions require clarification, offering them the possibility to respond within a reasonable time limit to be fixed by the Committee.

13.2 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Part C, Annex II of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

The evaluation of the technical offers will follow by analogy the procedures set out in Section 3.3.10 of the Practical Guide to contract procedures for EC external actions (available from the Internet at <http://ec.europa.eu/europeaid/prag/>).

13.3 Evaluation of financial proposals

Upon completion of the technical evaluation, only those tenders which have achieved an average score of 80 points or more will be assessed financially.

The Evaluation Committee does not expect to conduct any interviews.

13.4 Choice of selected tenders

The best value for money is established by weighing technical quality against price on an 80/20 basis.

13.5 Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Authority's policy on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

14. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.
- d) Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

- e) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

15. Signature of contract(s)

15.1 Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

15.2 Signature of the contract

Within 30 calendar days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender.

If the contract with the selected operator is terminated within the 6 months' probation period the Contracting Authority may at its own discretion decide to sign a contract with the tenderer ranked second in this request for proposal procedure.

16. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

- **the financing agreement and therefore, the allocation of the corresponding funds has not been concluded. This tender procedure is launched before the financing decision or the signature of the financing agreement between the Commission and the recipient.**

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The launching of a procurement procedure does not commit the Contracting Authority to implement the programme or project announced.

17. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

**CONTRACT No. PROC/573/15/COFFEE SHOP & SANDWICH BAR
SERVICES FOR EULEX LOG-BASE IN MITROVICA (RFP/07/2015)**

FOR

EUROPEAN COMMUNITY EXTERNAL ACTIONS

EULEX Kosovo, represented by Mr Sean Kerins, Head of Mission Support Department, and address at EULEX KOSOVO, Ndertesë Farmëd "Muharrem Fejza" p.n. Lagja e Spitalit 10000 Pristina-Kosovo ("The Contracting Authority")

of the one part,

and

<Full official Name of the Contractor>

<Legal status/title>²

<Official registration number>³

<Full official address>

<VAT number>⁴, ("the Contractor")

of the other part,

Have agreed as follows:

SPECIAL CONDITIONS

1 Subject

- 1.1 The Contractor will provide and install all equipment (dining /terrace area furniture's included) hereunder materials and resources to establish: coffee beverage, breakfast meals and sandwich service etc. on a daily basis in accordance with the terms of reference Annex I. The Contractor will charge individuals for items consumed at commercially fixed rates, approved by the Contracting Authorities' Representative. The Contractor will under no circumstances receive any direct remuneration for the provision of the cafeteria from the Contracting Authority.

2. Obligations of the Contracting Authority

- 2.1 The Contracting Authority allocates and demises to the Contractor, premises consisting of an approximate total gross working space surface area of 111.797 m², container based facility.
- 2.2 The Contracting Authority warrants that the Premises' essential public utility systems installed (such as, but not limited to, electrical cables, telephone cables, water pipes, central heating, and sewerage); and all electrical appliances (such as, but not limited to, hot water heaters, radiator heaters and air conditioner units), meet the material and legal requirements as regulated by the legislation applicable in Kosovo.
- 2.3 The Contracting Authority is responsible, at its own expense, for providing all necessary infrastructure for the necessary systems to function such as electrical, air conditioning, heating, and hydro systems, including functioning WC's.

² Where the contracting party is an individual.

³ Where applicable. For individuals, mention their ID card or passport or equivalent document - number

⁴ Except where the contracting party is not VAT registered.

3. Rights and Obligations of the Contractor

- 3.1 The Contractor intends to use the Premises exclusively as coffee shop & sandwich bar.
- 3.2 From the commencement date of the Agreement, the Contractor shall pay all utilities used in respect of the Premises (e.g. water, electricity, heating and garbage collection) incurred during the Contractor's tenancy. The charges to be paid by the Contractor are:
- Water
 - Garbage collection
 - Heating
 - Electrical power
- 3.3 The contractor will be responsible during the contract period for all Contracting Authority-owned property in the Contractor's use, and must take all necessary measures to properly use, maintain and protect such property from abuse or neglect of any kind, including theft. The Contractor is responsible, at the Contractor's own expense, for furnishing the Premises with all necessary equipment and removable assets including all furniture as necessary for the full and satisfactory implementation of a coffee shop & sandwich bar. The Contractor must get approval of the Contracting Authority prior to installing any additional equipment.
- 3.4 The Contractor, at the Contractor's expense, shall have the right following the Contracting Authorities' consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the leased premises from time to time as the Contractor may deem desirable, provided the same are made in a manner in conformity with the technical specifications of the equipment and the technical capacities of the premises, and utilizing good quality materials.
- 3.5 Further to Article 3.5 above, the Contractor shall have the right to place and install personal property, such as any trade fixtures, equipment and other temporary installations in and upon the premises, and fasten the same to the premises. Electrical equipment has to be authorized prior to installation by the Contracting Authority. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by the Contractor at the commencement of the Agreement or placed or installed on the Premises by the Contractor thereafter, shall remain the Contractor's property free and clear of any claim by the Contracting Authority. The Contractor shall have the right to remove the same at any time during the term of the Agreement provided that all damage to the Premises caused by such removal shall be repaired by the Contractor at the Contractor's expense.
- 3.6 The Contractor undertakes to obtain any prior authorization, municipal or otherwise, that may be necessary for the installation and improvements and use thereof, and to pay any administrative charges and license fees that may be prescribed by the respective Kosovo authorities.
- 3.7 On or before the Contractor takes up occupancy of the Premises, initial inventories and general conditions of the Premises shall be drawn up in triplicate by mutual agreement between the Parties and signed by each of them. One copy shall be retained by the Contractor and the other two copies by the Contracting Authority. The Contractor may decline to take over the kitchen equipment or parts thereof. The Contracting Authority will remove rejected items from the premises.
- 3.8 The Contractor is responsible for ensuring, at its own expense, full- cleaning in order to keep the Premises in good condition.
- 3.9 The Contractor shall be responsible throughout the term of the Agreement for conducting all periodic preventative cleaning, maintenance and minor repairs of the facility, save form structure, and to make replacements as necessary where deterioration occurs due to normal wear and tear.
- 3.10 Notwithstanding Article 3.10 above, during the Agreement term, the Contractor shall make, at the Contractor's expense, all necessary repairs to the Premises equipment, such as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal

occupancy, except for major mechanical systems or the roof, subject to the obligations of the Parties otherwise set forth in this Agreement.

- 3.11 The Contractor shall inform the Contracting Authority of any repairs, maintenance or replacements incumbent on the Contracting Authority. The Contractor shall allow the Contracting Authority to perform these obligations provided he does so with due care, with the least possible inconvenience to the Contractor and disruption to the operations, as soon as possible and, in any case, within a month of being notified by the Contractor in writing. Once this deadline has expired, the Contractor may have these obligations performed at the expense of the Contracting Authority, based on an estimate drawn up by a reputable local contractor and conveyed to the Contracting Authority for his information, and thereafter to deduct the costs from the subsequent Rental Payment.
- 3.12 The Contractor must not assign or sub-let the Premises.
- 3.13 If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of the Contractor or any of the Contractor's agents, employees or invitees, Rental Payment shall not be diminished or abated while such damages are under repair, and the Contractor shall be responsible for the costs of repair not covered by his/her insurance.
- 3.14 Notwithstanding Article 3.14 above, the Contractor shall maintain fire and extended coverage insurance on the building and the Premises in such amounts as the Contractor shall deem appropriate. The Contractor shall be responsible, at its expense, for fire and extended coverage insurance in respect of its employees and its personal property located in and on the Premises.
- 3.15 The Contractor shall, at its own expense, maintain a policy or policies of appropriate general liability insurance with respect to the respective activities carried out with the premiums thereon fully paid on or before due date.
- 3.16 The Contractor authorizes the Contracting Authority to inspect the Premises in order to assess the Contractor's services in the company of a representative of the Contractor at any time without prior notice. The Contracting Authority reserves the right to inspect, advise, recommend or instruct the Contractor concerning methods used in executing the cafeteria services and concerning the use of provided Premises/kitchen equipment, quality of food and other supplies provided by the Contractor.

4. Commencement date

- 4.1 The tentative date for commencing implementation shall be 01 October 2015.

5. Period of implementation

- 5.1 This agreement will have duration of 12 months from the commencement date.
- 5.2 The Contracting Authority may, at its own discretion, extend the contract in duration up to further twelve (12) months by amendment to the present contract signed by both parties. Such an amendment shall be subject to a negotiated procedure according to 3.2.3.1 of the Practical Guide to Contract Procedures for EU external actions.

6. Termination of Contract

- 6.1 If the Contracting Authorities' mandate is ending earlier this agreement shall terminate automatically. Within the first six (6) months (trial period) the Contracting Authority has the right to terminate this agreement upon providing 14 calendar days written notice to the Contractor.
- 6.2 If the operator has performed satisfactorily during the trial period the contract will continue until the end of the envisaged duration of 12 months. The Contracting Authority has the right to give 30 calendar days of early termination of the agreement.
- 6.3 Upon expiration or termination of the herein Agreement, the Contractor shall quit and surrender the Premises/kitchen equipment to the Contracting Authority in good order and condition comparable to that which existed upon occupancy of the premises/takeover of kitchen equipment, except for reasonable wear and tear caused by the elements or by circumstances over which the Contractor had no reasonable control.

- 6.4 Prior to returning premises/kitchen equipment to the Contracting Authority, representatives of the Parties shall physically inspect the Premises/kitchen equipment together and prepare a handover inventory, detailing information about the condition of the Premises, the physical fixtures, systems and fittings installed therein, and any other relevant information. In the handover inventory, the Contracting Authority should specify what, if any, reasonable remedial reconstruction work/repairs should be undertaken by the Contractor on the expiry of the Agreement to return the Premises/kitchen equipment back to a satisfactory condition, acceptable to the Contracting Authority, including the time frame for such works/repairs to be carried out. The Parties may prepare a second such condition report upon the conclusion of the refurbishment works/repairs.

7. Payments and bank account

- 7.1 Payments will be made in euro.
7.2 All payments due from the Contractor to the Contracting Authority shall be made to the following bank account of the Contracting Authority:

Bank:	To be provided at the time of contract signature
Account name:	
BIC/SWIFT:	
Account no:	

Any bank charges requested by the Contracting Authorities' bank incurred during the transfer of utilities into the Contracting Authorities' bank account shall be borne by the Contracting Authority.

- 7.3 Prior to the transfer of payments under this Article, the Contracting Authority shall issue to the Contractor an Invoice.
7.4 The Contractor undertakes to pay all bills in a timely manner, at the latest within fourteen (14) calendar days of receipt of said invoices.

8. Payment and interest on late payment

- 8.1 Once the deadline laid down in Article 7.4 has expired, the Contracting Authority shall receive late-payment interest:
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
 - at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline, and the date on which the Contracting Authority's account is debited. By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the Contractor only upon a demand submitted within two months of receiving late payment. The Member States are not entitled to late-payment interest.

9. Indemnification

- 9.1 Each Party shall indemnify, hold and save harmless and defend at its own expense the other Party, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind relating to this Agreement, including but not limited to costs and expenses, arising out of its own acts or omissions, or those of its employees, agents, clients or contractors. This provision shall extend *inter alia*, to claims and liability in the nature of compensation and shall survive the termination of this Agreement.

10. Forces Majeure

- 10.1 *Force majeure* as used herein includes wars, riots, strikes, epidemics, fires, floods, earthquakes, storms, or any other disasters of nature, and any factors and incidents, which are unforeseeable, unpreventable, unavoidable, or not surmountable by both Parties.
- 10.2 Either Party who, because of *force majeure*, cannot perform some or all of its obligations under this Agreement shall notify the other Party as soon as practicable, and shall report in writing to the other on the details and the effects of *force majeure* on this Agreement.
- 10.3 Neither Party, because of *force majeure*, is responsible for any loss suffered by the other Party due to non-performance or delay in performance of its obligations under this Agreement. The Party affected by *force majeure* has the responsibility to take appropriate or necessary actions to reduce or eliminate the effects of *force majeure* on the other Party, and shall be responsible for the loss of the other Party due to its non-performance of taking such actions.
- 10.4 Both Parties shall determine in joint consultation whether to terminate or continue with this Agreement, based on the effects of *force majeure* on the enforcement of this Agreement.

11. Confidential Information

11. Neither the Contractor nor his agents or subcontractors or their employees shall disclose to any person, organization or other third party, in any manner or form whatsoever, during or after the expiration of the Agreement, any privileged or confidential information obtained from the Contracting Authority in relation to the use of the Premises.

12. Contact addresses

- 12.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand:

For the Contracting Authority:

Name:	European Union Rule of Law Mission in Kosovo Attn: Project Manager
Address:	Ndërtesa Farmed “Muharrem Fejza” p.n. Lagja e Spitalit 10000 Pristina, Kosovo
Telephone:	XXXX
E-mail:	XXXXXX

For the Contractor:

Name:	XXXX
Address:	XXXXXX
Telephone:	XXXXXX
E-mail:	XXXXXX

13. Law and language of the contract

- 9.1 The Community law is the law which applies to the contract, complemented, where necessary, by the law of Belgium.
- 9.2 The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

14. Assignment

- 14.1 An assignment is any agreement by which the Contractor transfers its contract or part thereof to a third party.
- 14.2 The Contractor shall not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest hereunder.
- 14.3 The approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.

15. Sub-Contracting

- 15.1 Any agreement by which the Contractor entrusts performance of a part of the services to a third party is considered to be a sub-contract.
- 15.2 The Contractor must seek the prior written authorization of the Contracting Authority before entering into a sub-contract. This authorization will be based on the services to be sub-contracted and the identity of the intended sub-contractor. The Contracting Authority shall within 30 days of receipt of the notification, notify the Contractor of its decision, stating reasons, should it withhold such authorization.
- 15.3 No sub-contract can create contractual relations between any sub-contractor and the Contracting Authority.
- 15.4 The Contractor shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. The approval by the Contracting Authority of the sub-contracting of any part of the contract or of the engagement by the Contractor of sub-contractors to perform any part of the services shall not relieve the Contractor of any of its obligations under the contract.
- 15.5 If a sub-contractor is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a sub-contractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the performance of the services itself.
- 15.6 Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract and they can not be in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedure for EC external actions.
- 15.7 Those services entrusted to a sub-contractor by the Contractor cannot be entrusted to third parties by the sub-contractor, unless otherwise agreed by the Contracting Authority.
- 15.8 Any change of sub-contractor without the prior written consent of the Contracting Authority shall be considered to be a breach of contract and give the Contracting Authority the right to terminate the contract.

16. Tax and customs arrangements

- 16.1 The contract shall be exempt from all duties and taxes, including VAT⁵.

17. Dispute settlement

- 17.1 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

18. Structure of the contract

⁵ The EULEX Kosovo) is a diplomatic mission and according to UNMIK Executive Decision No 2008/36 of 9 December 2008, it is granted exemption from all customs duties, taxes, and related charges other than charges for storage, cartage and similar services, on articles for its official use.

18.1 The Contractor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: Terms of reference including clarifications before the deadline for submission of tenders and minutes from the information site visit; floor plan; inventory list kitchen equipment

Annex II: Organization and methodology [including clarifications from the tenderer provided during tender evaluation]

Annex III: Key personnel

Annex IV: Indicative Price Schedule

Annex V: Forms and other relevant documents

Annex VI: Curriculum vitae of key personnel

18.2 In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

18.3 No changes or modification to this agreement shall be effective unless it is in writing and signed by both parties. Modifications to the contract must be made by means of an addendum.

18.4 Done in English in four (4) originals, three (3) originals being for the Contracting Authority, and one (1) original being for the Contractor.

For the Contractor		For the Contracting Authority	
Name:		Name:	Sean Kerins
Title:		Title:	Head of Mission Support Department
Signature:	_____	Signature:	_____
Date:		Date:	

ANNEX I

TERMS OF REFERENCE

COFEE –SHOP & SANDWICH BAR SERVICES AT EULEX LOG-BASE MITROVICA

1. General:

- a) EULEX Kosovo (hereinafter “Contracting Authority”) requires a competent operator capable of managing a beverage and sandwich bar facility at its Mitrovica Log-base, 40000 Mitrovica, Kosovo.
- b) The Contractor must charge for food and drinks commercially accepted rates as per agreed price list and it is the Contractor’s responsibility to collect payment from customers. The Contractor shall provide all services described in this Terms of Reference at no charge at the Contracting Authority.
- c) Staff members of multi-national origin approximately 250 persons plus visitors on normal working days frequent the log-base.
- d) The Contracting Authority provides the cafeteria premises (floor plan as per Appendix I) as well as the equipment listed in Appendix II, Equipment Inventory against payment of utilities.
- e) The Contractor shall provide, at its own cost and expense, all equipment, utensils, furniture, personnel and other things or services for proper operation and management of the cafeteria.
- f) The Contractor will be responsible for ordering, purchasing and transporting all food items to be served.
- g) The Contractor shall be responsible for providing all necessary services as in practice of established catering standards, which shall include but not limited to aspects such as cleaning, garbage disposal etc.

2. Coffee Shop Service:

- a) The Contractor is to provide as a minimum, assorted sandwiches (can be toasted), pastries, cakes, pies, toast, fresh fruits, ice cream etc. There should be hot and cold drinks including filter coffee, espresso, tea and hot chocolate. A continental breakfast, soup, salads and various hot meals can also be available on the menu. The menu is also to include various pork items. Condiments such as: salad dressings, seasonings, mustard, ketchup, mayonnaise etc. are to be available without extra charge. The menu may be adjusted (inclusion of hot meals) in accordance with requirements, in consultation with the Contracting Authorities’ Representative.
- b) Food and beverages served in the seating area are to be served in china/glass receptacles, whereas plastic may be used for any take away and room services operation.
- c) All items for consumption are to be marked with production and expiry date. All expired food is to be disposed of immediately.
- d) The Coffee Shop will be designated as a non-smoking area. In the event of a smoking area being designated by the Contracting Authority, any and all ashtrays must be supplied and cleaned regularly by the Contractor.

3. Operation of Coffee Shop Service:

The cafeteria service should be operational on following hours:

Monday to Thursday	08:00 – 1830
Friday	08:00 – 1700

Above hours may be changed with agreement by both parties.

Service will be required for some national/international public holidays previously notified in advance by the Contracting Authority.

4. Sanitation

- a) Cleaning of the coffee shop facility is the sole responsibility of the Contractor. The Contractor must furnish all cleaning supplies required for the cleaning of the areas under his control, at its own expense.
- b) All cleaning/service of dining area and equipment must be completed no later than the start of each scheduled meal period and prior to the closing of the dining facility at the end of the day's operation. General cleaning must not be performed during scheduled meal serving periods.
- c) The Contractor is to sweep, scrub and mop the floors at least twice daily. Tables in the dining facility are to be cleaned after each use including change of soiled tablecloths etc. Counters, kitchen equipment and kitchen walls are to be cleaned daily after use. All working surfaces are to be scrubbed and sanitized after each use and between preparing different products.
- d) The Contractor is responsible for the cleaning of windows, lights, walls, sills, chairs, doors and doorframes on regular fortnightly basis.
- e) The Contractor is responsible for the segregation of rubbish and its correct disposal in the appointed areas. Waste food (wet swill) is not to be thrown out with the rubbish, but to be disposed of in an environmentally safe manner at the Contractors expense.
- f) Drains and gullies are to be kept clear and the appropriate covers replacing after cleaning. Used cooking oil must not be dumped into the toilets or in the drainage system.
- g) Contractor's personnel must wash their hands upon reporting for work, after eating, smoking, using the lavatory and handling cash. By other means, regular sanitation of hands.
- h) The Contracting Authorities' Representative will carry out hygiene inspections at random; any shortfall in standard will have to be rectified immediately.
- i) The Contractor is responsible for ensuring the area is kept clear of pest infestation, paying particular attention to cockroaches and rodents. The Contractor is to provide a schedule of this operation including chemicals and baits to be used in their offer.

5. Food Quality

- a) 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.
- b) All fresh meats and proteins must comply with European Commission (EC) or equivalent 'authorities' health and hygiene regulations, and must be accompanied by the appropriate inspection/health certificates.
- c) All fresh products must be of appropriate standard and must be replenished at least twice per week.

6. Food Handling

- a) The Contractor must prepare food on surfaces that have been cleaned, rinsed, sanitized and dried.

- b) The Contractor must thoroughly wash all raw fruits and vegetables with potable water before they are cooked and / or served.
- c) All items are to be correctly stored with regard to international practices in accordance with proper temperature control:
- d) Chilled food must be stored under refrigeration at a temperature range of plus 2 to plus 5 degrees Celsius. Frozen products are to be stored at minus 18 degrees Celsius.
- e) All cooked products are to be stored separate from each other. Dairy products are to be on separate shelves if being kept in the same refrigerator. All food products are to be stored in clean containers and covered.
- f) Bulk and dry food must be stored properly off the floor (at least 15cm); food items are not to be stored in the same area as cleaning products or insecticides.
- g) The Contractor is to ensure that open food and beverages on display are covered and protected from cross contamination and from variants in temperature.
- h) Ice cream is to be served from freezers designed for that purpose. Freezer(s) should not be allowed to frost up and are to be emptied, defrosted and cleaned on a weekly basis.
- i) Poultry, poultry dressing, stuffed meats and dressings containing meats must be cooked throughout to a minimum internal temperature of 165 degrees F. or 74 degrees C, with no interruption of the cooking process.
- j) Cooked beef, roast beef, cooked pork, cooked lamb and roast lamb must be cooked to a minimum internal temperature of 145 degrees F. or 63 degrees C.
- k) Raw foods must be cooked to heat all parts of the food to a temperature of at least 140 degrees F. or 60 degrees C.
- l) All food must be prepared as close to serving time as is practical. Prior to serving, such food may be maintained for a maximum of 36 hours at product temperature not to exceed 45 degrees F. or 7 degrees C.
- m) The internal temperature of all food required to be held at hot status, must be maintained at 140 degrees F. or 60 degrees C.

7. Contractor's Personnel

- a) The Contract will employ English-speaking staff, and they should be of presentable and neat appearance. The Contractor will provide proper protective clothing appropriate being the task being undertaken.
- b) The Contractor warrants that all of its employees and representatives shall be qualified to perform intended duties and meet all professional standards applicable necessary to perform that work and those duties to the satisfaction of the Contracting Authority.
- c) The Contractor must provide the Contracting Authority with the names of all skilled and professional personnel for the execution of the task and the contact.
- d) The Contractor must employ an experienced and professional English-speaking Coffee-Shop Manager. The Coffee -Shop Manager or his-her Assistant Manager (also English speaking) must be permanently present on the site during its opening hours, and will be the legal representatives of the Contractor.
- e) Non-supervisory coffee-shop staff must have a minimum experience in food preparation and food service, and need to be thoroughly familiar with food preparation and sanitation programs. All staff serving food must be able to communicate in English.

- f) 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 same apply to the preparations of sandwiches, salads, etc. Food handlers are not allowed to wear jewelry (save form wedding band), wrist watches, nail, and varnish or hand creams. Nails are to be short and clean.
- g) The Contractor is responsible for liabilities; taxes, insurances and medical coverage for its employees, in accordance with all local laws and traditions. In additions all licenses, rules, regulations and registrations required by the local government are to be adhered to. The Contracting Authority will not be liable for any cost or damages incurred to staff or equipment.
- h) 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.
- i) Personnel having open lesions, particularly of the hands face and neck or acne of the face must not be allowed to work in food preparation or food handling.
- j) The Contractor must inform the Contracting Authority of any employee who is absent due to sickness or disease and/or any employee who for any reason has been away from duty for thirty (30) days or more. Prior to resumption of duty any such employee must take a medical examination and the results must be submitted to the Contracting Authorities' Representative.
- k) The Contracting Authority is permitted to perform security background checks on the Contractor's staff. The Contractor will replace staff within five (5) days so that the Contracting Authority suffers no loss of quality of service as a result of staff turnover or staff holiday.
- l) The Contracting Authority provides Contractor's staff with Contractors Associated ID cards.
- m) The Contracting Authority has the right to request that the Contractor removes from the Contracting Authorities' premises any member of staff who for misconduct or other action may cause embarrassment to the Contracting Authority. Where a member of staff must be replaced, the replacement must possess at least equivalent qualifications and experience. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience, the Contracting Authority may either decide to terminate the contract, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement. Additional costs incurred by the replacement of staff are the responsibility of the Contractor.
- n) Contractor's personnel must not use alcohol or illegal drugs while on duty. The Contractor must immediately remove and replace any employees who are under the influence of alcohol or drugs.
- o) Contractor's personnel must not use tobacco in any form, except during break periods in designated areas.
- p) The Contractor must provide all employees with uniforms, they should be in good repair, freshly laundered and well fitting. Employees shall wear a fresh uniform each day and the Contractor shall have extra uniforms available to allow employees to change if a uniform should become heavily soiled (dirty). Uniforms should be light or pastel in color and color coordinated. Outer garments of the uniform are not be worn outside of the facilities. No advertising, except for the company name on hats on nametags is permitted.

8. Visas/work permits

- a) The Contractor must request, obtain and pay for all work permits and licenses needed for carrying out the work in accordance with the laws, rules and regulations of local government authorities. All applicable national laws, by-laws, rules and regulations will be considered as an inseparable part of this Contract. In case of any contradiction between the demands of the local authorities and those of this specification, the matter shall be brought to the attention of the Contracting Authority prior to commencement of work. The Contracting Authority decision will be binding to the Contractor.

9. Supplies, materials and equipment to be provided by the Contractor

- a) Without prejudice to the provisions in the Coffee – Shop Contract,
 - the Contractor is to provide all supplies and materials, including but not limited to glassware, crockery, cutlery, ceramic dishes, cups/sauces, serviettes-napkins, table clothes, condiments, serving utensils, cash registers, food supplies, washing soap, air deodorants etc., chemicals for pest control, cleaning material and all necessary equipment, material and items required to perform the contract.
 - Apart from the aforesaid equipment, Contractor should provide at his own expense the equipment, tools, and accessories, furniture necessary for the full and satisfactory implementation of the contract. 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 (see also section 6 of the Coffee Shop Contract).
- b) The Contractor is to means of transportation necessary for the efficient execution of the contract, at its own cost.
 - 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.
 - If necessary, vehicles used for transporting trash, garbage, soiled linen or other similar uses must be cleaned with a hot water/detergent solution between uses.

10. Inspection

- a) Without prejudice to inspections according to article 3.17 of the Coffee Shop Contract, the Contracting Authority may also inspect at any time Contractor's off-site premises (if any) and vehicles in which food items are prepared, sorted, stored or transported to Contracting Authority facilities. Hygiene conditions must be of a high standard and must be applicable to and observed by all of the Contractor's personnel.

11. Penalties

- a) Repeated instances of breaches of service operation; food quality, handling and storage requirements and health and hygiene standards will be considered to be a breach of the contract. In this event the Contracting Authority has the right to terminate the contract.
- b) Contractor must respond to written complaints to breaches in 48 hours.

12. Site Visit and Contract Requirements:

- a) 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.

Appendix I – Floor Plan *(to be provided during the site visit)*

Appendix II – Inventory List Kitchen Equipment *(to be provided during the site visit)*

ANNEX II: ORGANIZATION AND METHODOLOGY

To be completed by the tenderer

1) Management Plan

- A general outline of the tenderer's approach for successful contract implementation
- 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 manager(s), cook(s), supervisor(s), waiter(s) and cleaner(s) along with descriptions of their duties.
- Provide a plan of daily operational routines
- Provide a detailed list of **all** equipment the contractor intends to provide, including size, power consumption and water pressure requirements.
- Provide a plan for any expected works or installations to be carried out by the contractor.

2) Quality Control

- Explain in details Quality Control procedures to ensure product quality.
- Explain methods to ensure satisfactory level of customer satisfaction

3) Food handling and Sanitation

- Explain in details, handling, preparation and storage measures for food and beverages, in line with EU practices.
- Explain in details, cleaning and sterilization methods for crockery, cutlery, knives and utensils, pots, pans and all working surfaces, including a schedule of cleaning routines.
- Explain practices in regards to personal hygienic measures for staff in particular, hand washing, wearing of jewelry, hats and protective clothing when preparing and serving food commodities.
- Explain Pest Control policies, in particular, how to prevent infestations – such as cockroaches, flies, rats and mice and eradication methods, including chemicals to be used.
- Explain Food supply and packaging methods in line with EU practices and in particular with the CODEX ALIMENTARIUS and HAZARD ANALYSIS AND CRITICAL CONTROL POINTS (HACCP)
- Provide a detailed description of the following issues:
 - Proper storage of chilled and frozen foodstuffs (temperatures)
 - Correct defrosting methods and procedures for chilling cooked food

- Procedures applied against cross-contamination during storage and preparation of foodstuffs.
 - Stock keeping system applied (L.I.L.O. or F.I.F.O.)
 - How food poisoning bacteria can be avoided during food service operations.
 - Storage of meat, eggs, dairy products and ice cream.
- General description of the supply chain (where is foodstuff supplied from)
- 4) Mobilization Plan**
- Provide a timeline, sequence and duration of the proposed activities, taking into account mobilization time of 15 calendar days.

ANNEX III: KEY PERSONNEL

Name of personnel	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in beneficiary country	Languages and degree of fluency (VG, G, W)

CURRICULUM VITAE

Proposed role in the project: Coffee Shop Manager

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained:

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

8. **Membership of professional bodies:**
9. **Other skills:** (e.g. Computer literacy, etc.)
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications:** (Relevant to the project)
13. **Specific experience in the region:**

Country	Date from - Date to

14. Professional experience

Date from - Date to	Location	Company & reference person ⁶ (name & contact details)	Position	Description

15. Other relevant information (e.g., Publications)

⁶ The Contracting Authority reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.

CURRICULUM VITAE

Proposed role in the project: Assistant Coffee Shop Manager

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained:

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

8. **Membership of professional bodies:**
9. **Other skills:** (e.g. Computer literacy, etc.)
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications:** (Relevant to the project)
13. **Specific experience in the region:**

Country	Date from - Date to

14. Professional experience

Date from - Date to	Location	Company & reference person ¹ (name & contact details)	Position	Description

15. Other relevant information (e.g., Publications)

¹ The Contracting Authority reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.

ANNEX IV

INDICATIVE PRICE SCHEDULE

Please note that portion prices offered must correspond to real prices as the indicative price list will be used by the Contracting Authority as a basis when approving official cafeteria price lists as per article 1.1 of the Contract and 1. b) of Annex I Terms of Reference. If the Contractor proposes in its official cafeteria price lists rates which exceed the prices of the indicative price list substantially the Contracting Authority will not give its approval. Due to the advantageous rent charged tenderers are reminded that the Contracting Authority wants to see this advantage displayed in the price schedule.

FOOD		
Description	Quantity	Price per portion (in EUR)
SOUPS		
Vegetable Soup	250 ml	
Bean Soup	250 ml	
Cream of Chicken / Mushroom Soup	250 ml	
Corba (local type of veal soup)	250 ml	
SANDWICHES		
A selection of whole meal and white bread rolls filled with a choice of fillings made to order		
Rolls	12cm dia.	
Baguettes	20cm long	
Egg with low fat mayonnaise	150 g	
Tuna with salad	150 g	
Beef / Pork Salami with cream cheese	150 g	
Cheese with salad	150 g	
Roast Beef / Chicken / Ham with salad	150 g + 25g salad	

HOT SANDWICHES		
White/Brown sandwiches filled with:		
Cheese	125 g	
Cheese & Ham	125 g	
Chicken & Mushroom	125 g	
Description	Quantity	Price per portion (in EUR)
HOT MEALS		
Deep Fried Fish Fillets, boiled rice, & blanched vegetables	Fish 250g Rice 200g Vegetables 75g	
Lasagna with a fresh Green Salad	Lasagna 300g Green Salad 150g	
Pork Chop, Roast Potatoes, Vegetables	Pork Chop (boneless) 175g Potatoes 200g Vegetables 150g	
Beef Steak (fillet) with French Fries, Cream Sauce, sauté' of fresh vegetables	Beef Steak 250 g French Fries 125 g Sauté of fresh vegetables 100 g	

Wiener schnitzel, pommes sauté, green peas & carrots	Wiener schnitzel 300 g Pommes sauté 150 g Green Peas & Carrots	
Beef Stroganoff and Rice	Stroganoff (80% meat) 250g Rice 200g	
Beef Hamburger (in bun) with tomatoes, pickles, onions, lettuce, cheese & dressing	250-300 g	
½ Roast Chicken (provide weight of portion)	600g	
Vegetarian Stuffed Peppers with cheese sauce	400g	
'Chicken 'Fingers' (battered and fried strips of chicken breast)	300 g	

Description	Quantity	Price per portion (in EUR)
Mixed salad – bowl size	Tomato 50g Cucumber 25g Cabbage 50g Lettuce 10g Onion 10g Olive 10g	
Potato salad (mayonnaise based)	150 g	
Beetroot salad	100 g	
Egg salad	100 g	
Spring Onion & Cucumber with sour cream salad	100 g	
Greek Salad	150 g	
Cabbage salad	100 g	

Shopska Salad	150 g	
Mixed Pickle salad	100 g	
French Fries	200 g	
SALAD BAR		
Served with a selection of the following salads: <i>(Please note the indicated quantity refers to the main component)</i>		
Roast Beef	125 g	
Roast Chicken – per ¼	300 g	
Tuna Fish (large flakes Tuna)	100 g	
Cheese (Cheddar or other hard cheeses)	75 g	
Ham / Salami	125 g	
Savory Flan (quiche, cheese & onion, bacon & broccoli)	150 g	

BEVERAGES			
Description	Brand	Quantity	Price per portion (in EUR)
Espresso Coffee		Standard Espresso Cup	
Cappuccino Coffee		125 ml	
Latte Macchiato		125 ml	
Herbal & Fruit Teas		125 ml	
Hot Chocolate Drink		175 ml	
Water without gas		0.5 ltr	
Water without gas		1.5 ltr	
Water with gas		0.5 ltr	
Water with gas		1.5 ltr	
Cola		330 ml	
Lemon/Orange Drinks		330 ml	
Sprite		330 ml	
Lemon		330 ml	
Orange Juice		125 ml	

DESSERTS			
Description	Produced by / Brand	Quantity	Price per portion (in EUR)
Sweet Pastries		125 g	
Fresh Fruit Salad		150 g	
Selection of Ice-Cream		120 g	

For the financial evaluation the offered portions prices are added. The tenderer with the lowest total sum receives 100 points. The other are awarded points by means of the following formula (see also sections 3.3.10.4 and 3.3.10.5 of the Practical Guide to Contract Procedures for EC external actions):

Financial score = (lowest total sum / total sum of the tender being considered) x 100



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

INDIVIDUAL

NAME	<input style="width: 95%;" type="text"/>		
FIRST NAME	<input style="width: 95%;" type="text"/>		
(NAME 2)	<input style="width: 95%;" type="text"/>		
(NAME 3)	<input style="width: 95%;" type="text"/>		
OFFICIAL ADDRESS	<input style="width: 95%;" type="text"/>		
	<input style="width: 95%;" type="text"/>		
	<small>(OFFICIAL ADDRESS = YOUR <u>PERMANENT</u> ADDRESS; GENERALLY THE ONE WHICH IS REGISTERED ON YOUR IDENTITY CARD)</small>		
POSTCODE	<input style="width: 20%;" type="text"/>	P.O. BOX	<input style="width: 20%;" type="text"/>
TOWN/CITY	<input style="width: 95%;" type="text"/>		
COUNTRY	<input style="width: 95%;" type="text"/>		
VAT N°	<input style="width: 95%;" type="text"/>		
	<small>IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT</small>		
IDENTITY CARD NUMBER	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	
PASSPORT NUMBER	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	
DATE OF BIRTH	<input style="width: 20px;" type="text"/>	<input style="width: 20px;" type="text"/>	<input style="width: 20px;" type="text"/>
	<small>D D</small>	<small>M M</small>	<small>Y Y Y Y</small>
PLACE OF BIRTH	<input style="width: 95%;" type="text"/>		
COUNTRY OF BIRTH	<input style="width: 95%;" type="text"/>		
PHONE	<input style="width: 25%;" type="text"/>	FAX	<input style="width: 25%;" type="text"/>
E-MAIL	<input style="width: 95%;" type="text"/>		

THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY CARD OR PASSPORT

DATE AND SIGNATURE



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

PRIVATE COMPANY

LEGAL FORM	<input style="width: 100%;" type="text"/>		
NAME(S)	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
ABBREVIATION	<input style="width: 80%;" type="text"/>		
ADDRESS OF HEAD OFFICE / FISCAL ADDRESS	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
POSTCODE	<input style="width: 30%;" type="text"/>	P.O. BOX	<input style="width: 30%;" type="text"/>
TOWN/CITY	<input style="width: 100%;" type="text"/>		
COUNTRY	<input style="width: 100%;" type="text"/>		
VAT N° ①	<input style="width: 100%;" type="text"/>		
PLACE OF REGISTRATION	<input style="width: 100%;" type="text"/>		
DATE OF REGISTRATION	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
	D D	M M	Y Y Y Y
REGISTRATION N° ②	<input style="width: 100%;" type="text"/>		
PHONE	<input style="width: 50%;" type="text"/>	FAX	<input style="width: 30%;" type="text"/>
E-MAIL	<input style="width: 100%;" type="text"/>		

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:

- ① A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT ② BELOW.
- ② A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

PUBLIC ENTITY

LEGAL FORM	<input style="width: 100%;" type="text"/>		
NAME(S)	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
ABBREVIATION	<input style="width: 100%;" type="text"/>		
OFFICIAL ADDRESS	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
POSTCODE	<input style="width: 100%;" type="text"/>	P.O. BOX	<input style="width: 100%;" type="text"/>
TOWN / CITY	<input style="width: 100%;" type="text"/>		
COUNTRY	<input style="width: 100%;" type="text"/>		
VAT N°	<input style="width: 100%;" type="text"/>		
	<small>IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT</small>		
PLACE OF REGISTRATION	<input style="width: 100%;" type="text"/>		
DATE OF REGISTRATION	<input style="width: 20px;" type="text"/>	<input style="width: 20px;" type="text"/>	<input style="width: 40px;" type="text"/>
	<small>D D</small>	<small>M M</small>	<small>Y Y Y Y</small>
REGISTRATION N°	<input style="width: 100%;" type="text"/>		
PHONE	<input style="width: 100%;" type="text"/>	FAX	<input style="width: 100%;" type="text"/>
E-MAIL	<input style="width: 100%;" type="text"/>		

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED, SIGNED, STAMPED AND RETURNED TOGETHER WITH:
 - A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;
 - OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES

DATE	STAMP
NAME + FUNCTION OF AUTHORISED REPRESENTATIVE	
SIGNATURE	



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf

ACCOUNT NAME

ACCOUNT NAME ①	<input style="width: 100%;" type="text"/>	
	<input style="width: 100%;" type="text"/>	
ADDRESS	<input style="width: 100%;" type="text"/>	
	<input style="width: 100%;" type="text"/>	
TOWN/CITY	<input style="width: 40%;" type="text"/>	POSTCODE <input style="width: 20%;" type="text"/>
COUNTRY	<input style="width: 100%;" type="text"/>	

① *The name or title under which the account has been opened and not the name of the account holder*

CONTACT	<input style="width: 100%;" type="text"/>	
TELEPHONE	<input style="width: 40%;" type="text"/>	FAX <input style="width: 20%;" type="text"/>
E-MAIL	<input style="width: 100%;" type="text"/>	

BANK

BANK NAME	<input style="width: 100%;" type="text"/>	
	<input style="width: 100%;" type="text"/>	
BRANCH ADDRESS	<input style="width: 100%;" type="text"/>	
	<input style="width: 100%;" type="text"/>	
TOWN/CITY	<input style="width: 40%;" type="text"/>	POSTCODE <input style="width: 20%;" type="text"/>
COUNTRY	<input style="width: 100%;" type="text"/>	
ACCOUNT NUMBER	<input style="width: 100%;" type="text"/>	
IBAN ②	<input style="width: 100%;" type="text"/>	

② *If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated*

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both obligatory) ③	DATE + SIGNATURE OF ACCOUNT HOLDER (Obligatory)
--	--

③ *It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.*

C. ANNEX I: ADMISTRATIVE COMPLIANCE GRID

Contract title :		RFP/04/2013/Coffee-Shop & Sandwich Bar Services for EULEX-Log Base Mitrovica					Publication reference :			RFP/04/2013		
Tender envelope number	Tenderer name	Tender submission form duly completed? (Yes/No)	Proof of exclusion criteria? (Yes/No)	Tenderer's declaration (signed by each consortium member, if appropriate)? (Yes/No)	Language as required?	Organisation & methodology exists?	Key experts (list + CV's+ proof docs)?	Key experts are present in only one tender?	All key experts have signed statements of exclusivity & availability?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub-contractors eligible? (Yes/No)	Overall decision? (Accept / Reject)
1									N/A			
2									N/A			
3									N/A			
4									N/A			
5									N/A			

Chairperson's name	
Chairperson's signature	
Date	

C. ANNEX II: EVALUATION GRID

	Maximum
Organization and methodology	
Management Plan – overall understanding of the Scope of Requirements	20
Quality Control	15
Food Handling and Sanitation	20
Mobilization Plan	15
Total score for Organization and methodology	70
Key Personnel	
Coffee-Shop Manager (Max 15 points)	
Qualifications and skills	15
Deputy Cafeteria Manager (Max 15 points)	
Qualifications and skills	15
Total score for Key Personnel	30
Overall total score	100

C. ANNEX I: TENDER SUBMISSION FORM

Ref: RFP/07/2015/Coffee-Shop & Sandwich Bar Services for EULEX-Log Base Mitrovica

Contract title: Coffee-Shop & Sandwich Bar Services for EULEX-Log Base Mitrovica

Please supply one signed tender submission form (including signed statements of exclusivity and availability from all key experts proposed, a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members (in the case of a consortium) must be supplied, together with three copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

Tenders being submitted by a consortium (i.e., either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

1. SUBMITTED by (i.e. the identity of the Tenderer)

	Name(s) and address(es) of legal entity or entities submitting this tender
Leader¹	
Member	
Etc ...	

2. CONTACT PERSON (for this tender)

Name	
Organization	
Address	
Telephone	
Fax	
e-mail	

¹ add/delete additional lines for consortium members as appropriate. **Note that a sub-contractor is not considered to be a consortium member.** If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as '**Leader**' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of tenders indicated in the Instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the Contracting Authority.

3. DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format.

4. STATEMENT

I, the undersigned, being the authorized signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer and our Financial offer, sealed envelope:

- Organization & Methodology
- Key personnel (comprising a list of the key experts and their CVs)
- Tenderer's declaration (including one from every consortium member, in the case of a consortium)
- Statements of exclusivity and availability signed by each of the key experts, if required
- Completed financial identification form (see Annex V to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Authority on an earlier occasion, unless it has changed in the meantime)
- Completed legal entity file (or the legal entity number allocated. Alternatively a copy of the legal entity file provided to the Contracting Authority on an earlier occasion, unless the legal status has changed in the meantime)
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- Documentary proof or statements required under the law of the country where we are established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in Section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.

We recognize that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

We understand that our tender will be excluded if we propose key experts who have been involved in preparing this project or hire such staff as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for consortiums, the composition of the consortium cannot be changed in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers. Signed on behalf of the tenderer:

Name	
Signature	
Date	

FORMAT OF THE DECLARATION REFERRED TO IN POINT 3 OF THE TENDER SUBMISSION FORM

to be submitted on the headed notepaper of the legal entity concerned
<Date>

European Union Rule of Law Mission in Kosovo (EULEX), with its address at Ndertesa Farmed “Muharrem Fejza” p.n. Lagja e Spitalit 10000 Pristina, Kosovo, represented for the purpose of this contract under delegated authority by the Head of Mission Support Department, Mr. Sean Kerins (‘the Contracting Authority’).

Your ref: RFP/07/2015/Coffee -Shop & Sandwich Bar Services at EULEX Log- Base Mitrovica

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender < **on an individual basis** * / **as member of the consortium** led by < name of the leader / ourselves > * for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Candidate);
- reconfirm that we are not in any of the situations excluding us from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions;]
- agree to abide by the ethics clauses in Section 2.4.14 of the Practical Guide to contract procedures for EC external actions and, in particular, have no conflict of interests or any equivalent relation in that respect with other short-listed candidates or other parties in the tender procedure at the time of the submission of this tender;
- and have only included data in the application form concerning the resources and experience of our legal entity;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the tasks;
- fully recognize and accept that we may be excluded from tender procedures and contract, in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement;
- are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the terms and conditions of participation, point 15. The documentary proofs required are listed in section 2.4.11.1.3 and 2.4.11.1.4 of the Practical Guide.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorized representative of the legal entity >

< **Name and position of authorized representative of the legal entity** >