

PART 2:
TECHNICAL SPECIFICATIONS FOR
THE CONCESSION OF CRECHE SERVICES
AT THE EUROPEAN SCHOOL OF MOL

1. INTRODUCTION

With the intention of offering an integral service to (future) families, the European School of Mol launches a tender for an external service provider that will be provided a creche/ childhood care services within the campus facilities for babies and toddlers aged 0-3 years, during weekdays, opened from **Mondays to Fridays 7:00 to 18:30h (as a minimum)**.

Its main objective is to provide care for children with a pedagogical concept that prepare children in a context of European values, in a way that could allow them to continue, in the coming years, their studies in the European School system.

This service will be managed by public tender, under the European regulations of procurement, in the way of a service concession to a specialised tenderer, legally constituted and having all the necessary licences from the relevant public authorities to carry out.

2. STAFF ORGANIZATION AND MANAGEMENT.

The contractor will be in charge of the organization, management and direction of the personnel contracted for this purpose without this implying any employment relationship with the personnel of the European School of Mol, leaving it exonerated from any responsibility that could be generated between said personnel and the company.

With regard to the provision of staff vacancies caused by losses in his staff, the contractor will abide by current regulations and shall notify the European School of all variations that occur in its campus to throughout the term of the contract.

The ratios of caregiver per number of children, which are legally established in Flemish or Belgian legislation on creche services, must be submitted.

The contractor will guarantee that the personnel that provide direct care to minors have the legal qualifications, authorizations and the contract to work in said activity.

In case of having interns, they will not be allowed to work unsupervised at any time.

2.1. Technical standards of compliance by the staff.

The concessionaire shall ensure all coordination and administrative aspects of the projects, and in particular the following:

1. Coordination of creche staff and service:
 - a. Operational organization of the service.
 - b. Organise regular meetings of teachers in order to monitor and continuously improve the quality of service.
 - c. Conflict resolution.
 - d. Organize and manage the material and human resources available to make the work effective.
2. Coordination between the Services and the European School.
 - a. Prepare reports for the European School committees.
 - b. Participate in the transition with the nursery school.

- c. The contractor may solve irregularities, disagreements and / or controversies arising in the academic environment.
3. Coordination between the Service and the administrative services of the School.
4. Preparation of attendance lists.
5. Annual Program, with details of the actions, activities.
6. Apply the principles of Economy, Efficiency and Effectiveness in the use of resources made available by the school.
7. Manage and safeguard the administrative dossiers of the children, applying the regulations in force of Data Protection.
8. Attention to the public and particularly to the parents.
9. Management of admissions, registrations and accountancy.
10. Invoicing activities for parents.
11. Carry out annual inventories.
12. Performing any other task necessary for the proper functioning of both units.
13. The contractor may collaborate with the school in promotional events and actions.

The contractor must respect the guidelines set by the administration of the School, especially with regard to the schedule and personnel.

The schedules detailed here may be changed by the European School of Mol, to accommodate them to the operational functioning of school activities. Schedule changes will be mandatory for the winning company. The School reserves the right at any time to increase or decrease the number of hours and proceed to change the schedule, in writing, without having to mention any reason, provided that such decision does not affect the financial balance of the contract or the personal and technical means made available to the service, considered the latter globally.

The personnel affected by the service:

- will be responsible for the correct use, handling and monitoring of the technology, systems, means, furniture and facilities made available to the service by the School.
- will carefully comply with the laws in force and with obedience to the indications of those responsible for the School in everything related to the service provided.
- inform their superiors and the School of risks, contagious diseases or dangerous situations.
- All personnel who provide services must be qualified to carry out their work in different languages (at least Dutch and English or French)
- All workers must provide a proof of the absence of a criminal record¹. (The contractor may to sign a declaration of honour (to ensure that it will be responsible for compliance with this condition)

2.2. Licences

The awarded contractor must meet the technical and professional requirements, as well as must have obtained the licenses granted by the Belgian public authorities, for the authorization of the activity in the facilities of the European School.

¹ If the person is a national of a country other than Belgium, said document must be provided with the relevant sworn translation and legalized by means of the Hague apostille at the embassy or consular office.

2.3. Visits and events

During the year the children will visit the nursery building and meet their potential future teachers.

Once a year, a picnic will be held on the campus of the European School for children and their families. Preferably to be held on a Saturday.

Parents and their families may be invited to the various events and Open Days held at the School.

Upon request and in consultation with the school, the creche can organize events to coincide with school events such as the open day.

3. BUILDING AND SPACES

The school will have the following facilities for the provision of services.

The following areas will be conceded to manage the services in the primary SCHOOL building:

- Refectory-Hall: 3.30m x 10.50m= 34.64m ²
- Play Area 1: 10.20 m x 8.00m=81.60m ² (with small toilets for babies)
- Play Area 2: 3.70 x 10.20m=37.75m ²
- Bedroom for cradles 7.50m x 4m= 7.50m ² (with mobile wall, to divide into two rooms)
- Kitchenette: 4m x 2.70m=10.80m ²
- Storage room and toilets & Showers: 5.70m x 3.30m=18.81m ²
- Garden. 27.50 x 12.50=343.75m ²
TOTAL: 557.36m²

Simulation of the distribution of spaces:



Additionally, **and upon request and approval only**, other facilities or buildings may be used.

During the execution of the contract, the successful bidder must immediately report those elements that are in a state of deterioration or in danger of causing accidents or lack of security.

4. DURATION OF THE CONTRACT

A contract duration of up to **3 years** has been determined, with 1 additional extension of up to 3 additional years, up to a **maximum of 6 years in total**.

The justification for determining such a period has been taken into account on the basis that if the maximum period for which a child may remain enrolled in the centre is 3 years (from 0 to 3 years), it has been considered that the pedagogical continuity in their education should not be interrupted for a shorter period.

Likewise, the total duration of up to a maximum of 6 years is due to the fact that, if the company awarded the contract has to invest in equipment, toys and furniture, etc., it can amortise these expenses within a reasonable period that allows the technical and economic viability of the contract in its entirety.

3. ADMISSIBLE PUPILS AND NUMBER

Pupils **from 0 to 3 years old** will be accepted, up to a maximum capacity of 28 pupils².

Children will be admitted, in order of registration, but in the following order of preference:

1. Children of employees of the Joint Research Centre (JRC) or other European Commission bodies and European Schools.
2. Children with siblings enrolled in the European School of Mol
3. Others.

Those children who have already been enrolled in the previous academic year will have preference to continue in the following academic year.

Registrations will be open throughout the year. In case of complaints, and their order of acceptance, may be verified by the “Creche committee” existing of the creche management and school management respectively.

4. SCHEDULES:

Regular opening hours from 1 September to 30 June*						
Option	Total Weekly Hours	Monday	Tuesday	Wednesday	Thursday	Friday
FULL DAY	57,50	From 7:00 to 18:30				
MIDDAY MORNING	32,50	From 7:00. to 13:30				
MIDDAY EVENING	25,00	From 13:30 to 18:30				

² It will only be allowed to increase or reduce the number of admissible students, depending on the legal authorizations that are established by the public authorities regarding creche services.

Although these standard time slots are established to make reservations per child, parents may reserve shorter or longer time slot, depending on the internal organization of the contractor (always, in a balanced way in the proportion of time for prices to be charged).

* From 1 July to 31 August: Extraordinary summer opening hours, it must be open, only if there are a minimum of 8 enrolled children, during the same period. This period will not entail an increase in the established price rate.

Holiday closing periods may be fixed e.g. during the Christmas period and the Easter period.

5. RATES PER PUPIL

Bidders may offer a reduction of prices for the provision of their services during the execution of the contract. Although, these may not exceed the following established limits.

In the award criteria (see administrative specifications_ part 1), the calculation methods are determined for those who make a discount on said prices.

5.1. Maximum prices³

OPTION	PRICE PER DAY*	MONTHLY PRICE (5 days a week)
Full day (including lunch and afternoon snack)	Maximum 45,00€/ day	Maximum 900,00€/ month.
Morning only (including lunch)	Maximum 30,00€/ day	Maximum 600,00€/ month.
Afternoon only- half day (including afternoon snack)	Maximum 25,00€/ day	Maximum 500,00€/ month.

* For those parents who are subject to Belgian tax regulations, a certified statement will be provided for the corresponding tax deduction on their Belgian tax return.

In the event that the parents receive a scholarship, grant or aid (total or partial) from an external party (for example, from the European Commission or from companies, etc.), the concessionaire may agree to accept payment through said grant, directly.

5.2. Enrolment Fee

In addition to the initial enrolment fee (optional), a **maximum of 300,00€ yearly** is allowed to be charged to parents **as a deposit or guarantee**, which will be refunded only if the entire academic year is completed (this will give the right to reserve an enrolment for following year, in case of admission.)

Children may book for:

- **a minimum of 2 single days per week,**
- **for monthly periods or**
- **a complete academic year (from 1 September to 30 of June).**

³ Except, reduction offered by the bidder

In other words, parents will only be paid for the months that are actually provided in service⁴.

5.3. **Absences and delays**

Every academic year, the contractor and the “creche committee” may negotiate an internal regulation for absences with the application of an extra charge on the daily rate.

Late pick-ups after opening hours may be charged **up to 10,00€ maximum per 15-minute delay.** (As a measure of flexibility, the first 15 minutes will not be counted for the application of said surcharge).

5.4. **Special discounts to be applied:**

The following discounts will be applied, which may be cumulative:

- For children of employees of institutional bodies of the European Union (e.g. JRC) or of the European Schools: 5,00% discount. (Except for a higher discount increase offered by the bidder)
- For a second and additional child (sibling enrolled in the European School of Mol) during the same course: 2,50% discount on both, during the period of coincidence (Except for a higher discount increase offered by the bidder)

If the bidder does not offer any additional discount, it will be understood that these are the mandatory minimums to apply.

6. **SERVICES AND ACTIVITIES INCLUDED BY THE CONTRACTOR.**

6.1. **Food services.**

A lunch and snack should be included following a diet specially adapted to the age of the children.

The menus should be prepared with fresh, seasonal and local products, aiming at the growth and formation of taste in a varied and balanced way, adapted at an early age.

The individual allergens of the pupils must be considered, as well as their traceability in terms of preparation. Parents will be welcome to bring food for their children to snack on between meals.

6.2. **Cleaning**

The successful bidder will be responsible for cleaning the facilities ceded for that purpose.

Hygienic products must be used that are hypoallergenic and do not threaten the danger of the users of the campus.

⁴ For example, a student who is enrolled from September to June (one academic year), will only pay 10 annual months. And therefore, he/she would not pay for the months of July and August.

Likewise, it must ensure that the children in care are in the most correct hygiene and cleanliness measures. If necessary, it must take care of the use of diapers, with the agreement of the parents.

7. OPERATIONAL AND HEALTH MEASURES

7.1. Committee of Creche

A crèche committee will be created, which will hold meetings at least once per year to transmit proposals for improvement or corrective action on the service.

The contracting company, the school and a representative of the parents of the enrolled children will be part of this committee.

The parents' association of the school may be invited to these meetings, and shall take part, with voice but without vote, in the deliberations to be determined.

7.2. Health and safety⁵

At the beginning of each academic year, a safety monitoring plan will be designed, in which, as a minimum, the following parameters will be addressed:

- Ensure the control of the general hygiene and living conditions of the children in the creche,
- Take appropriate measures in case of disease, epidemic,
- Ensure that prophylactic measures are imposed on staff training new staff.
- Participate in food hygiene controls,
- Ensure the cleanliness and security of the premises,
- Monitor children's psychomotor development
- Attending groups on time,
- Control of menus, preparation and monitoring of diets (allergies, etc.),
- Meal control before group distribution,
- Receive parents and establish medical records,
- Interviews, advice for parents (breastfeeding, feeding, vaccinations...),
- Treatment delivery,
- Support for daily and/or emergency care

Hygienic and cleaning products, chemicals, toxic or flammable, should not be within the reach of children.

In the event that a child suffers an accident and must be transferred urgently to medical services or Hospital, the contracting company must pay for an ambulance for the transfer.

The school will provide the necessary information relating the applicable safety and security procedures of the European School campus.

⁵ Awarded tenderer will be required to meet contagious disease guidelines for creches. As a reference, the following may be taken as a reference:

- https://www.kindengezin.be/sites/default/files/2021-06/2021_checklisten_hygi%C3%ABne_ziektes.pdf
- <https://www.zorg-en-gezondheid.be/een-meldingsplichtige-infectieziekte-aangeven>
- <https://www.zorg-en-gezondheid.be/per-domein/infectieziekten-en-vaccinaties/verplicht-te-melden-infectieziekten>
- <https://www.kindengezin.be/nl/professionelen/sector/kinderopvang/starten-met-kinderopvang>

7.3. Cleaning and waste

The waste that is produced during the execution of the service must be eliminated through the separation for recycling and disposal. In at least three different containers:

- All rests
- Paper and Carton
- PMD

8. LANGUAGES

Considering the child as an individual and respecting him/her necessarily implies respect for his/her culture and, in particular, his/her language. This principle is even more important in the multicultural and multilingual atmosphere in the European School of Mol, where population includes many nationalities, and some children live in a bilingual, even trilingual, family environment.

Dutch is used as the main language. English and French are practised with the parents if they wish.

Other languages will be valued as much as possible in individual adult-child relationships; therefore, staff recruited should reflect a broad linguistic diversity.

9. MATERIALS AND EQUIPMENT

The company awarded the contract must, at its own expense, provide the service **with all materials, equipment, furniture, toys, school material, etc.**, which must comply with European safety standards.

The installations must have protective elements, such as curved edges on all elements, no sharp or cutting edges, wall padding, protection at sockets and doors with devices to prevent crushing of hands.

9.1. **Bed sheets**

In the baby cot room, there must be enough cots for each baby individually. They shall always occupy the same cot. The cot sheets must be changed and cleaned **at least once a week**. Or in cases where it is not in condition.

9.2. **The toys**

Toys made available for children's play must comply with European safety standards, paying special attention to those parts that could be dangerous for children (choking, crushing, electrocution, etc.). Toys must be cleaned regularly

9.3. **Inventory**

At the beginning of the contract, an inventory count will be carried out in which the equipment, furniture, appliances, toys, etc. provided by the School will be detailed. That must be returned, once the contract ends.

10. ORGANISATION

10.1. Children

The children will be grouped by age, with at least:

- Baby Class (silent room)
- 1 year old and 2-year-old class.

10.2. Staff of childcare workers and childcare monitors.

There should be a at least 1 carer-monitor for every 8-10 pupils⁶.

One of the members of the team will also be the administrative and educational coordinator. They must have an official qualification as a childhood educator or equivalent.

All employees must have the training, qualifications and legal permits to work in accordance with Belgian law. They shall also report annually to the concessionaire a certificate issued by the law enforcement authorities stating that they have no criminal record or possible prohibitions to perform such work. For whose veracity, the successful contractor will respond.

The professional work of the employees may not exceed the legal maximum (in Belgium) of working hours per week. Therefore, where appropriate, the number of workers must be determined according to the number of children and the opening hours of the centre.

8.3. The Management of the European School

The European School will provide the following services:

- Concession of spaces for use.
- Electricity, water, heating, telephone and internet supplies.
- Maintenance and repair service for the facilities.
- Outdoor gardening service for the surrounding area.
- Fire prevention, fire extinguishing and rescue systems.
- Collection of waste in recycling containers.
- Pest controls.
- Security services.
- Use of the parking areas (subject to accreditation with the security service).

 **ANNUAL FEE: The awarded tenderer must pay an annual fee, in concept of this expenses for the services provided by the European School of Mol. The amount of the fee will be determined by the tenderer in his offer and will be evaluated in the award criteria, starting from an annual minimum of 1.000,00€**

(Except for an increase offered by the bidder⁷).

This annual fee will be paid during the last three months of the year.

⁶ Unless circumstantially a lower ratio is determined by the Belgian authorities.

⁷ If no amount of increase is offered, the evaluation committee will take the amount of 1.000,00€ as a reference.

🔒 DEPOSIT OF A GUARANTEE: In addition, the successful tenderer must, at the beginning of the contract, make the deposit as a guarantee and indemnity, for the amount of **6.000,00€⁸** (Except for an increase offered by the bidder)

in a single time for the entire period, which will be returned at the end of the contract. This guarantee may be put by means of a bank assurance or pledge.

Only in the event of imposition of penalties for non-compliance during the execution of the contract regarding what is described in these technical specifications or in the technical proposal offered by the successful bidder, the European School of Mol may seize or retain part or all of said Guarantee.

This deposit of guarantee will be signed at starting the contract. And it will be returned at the end of the contract, if the period of execution is correct.

Periodically, the School's management, or persons delegated by them, may make as many visits as they deem appropriate to carry out inspections of the facilities and the normal functioning of daily activities.

8.4. The Contracting Company.

It shall be responsible for taking out liability and accident insurance for workers and children throughout the working day. As well as for parents, sub-contractors and visitors (during start and finish times).

The contractor must be registered in Belgium, under the regulation of Kind & Gezin (<https://www.kindengezin.be/nl>)

It must also have the correct cleaning, safety and hygiene measures for the facilities, using hypoallergenic hygienic products at all times.

All costs for staff salaries, furniture and equipment, food and extraordinary activities will be paid by the company awarded the contract.

Material resources to be provided by the contractor: (It corresponds to the contractor)

- The acquisition of didactic material necessary for the development of the pedagogic activities.
- The replacement or renewal, where appropriate, of the existing teaching material.
- The replacement of furniture and appliances damaged by use that are part of inventory.
- The replacement of hammocks, beds, cribs, high chairs or changing tables damaged by the use.
- The replacement when necessary of the clothes and the equipment of cribs and hammocks (covers, duvets, blankets, sheets, mattresses, mats...).
- Replacement of crockery and kitchenware when necessary.
- The replacement or endowment, where appropriate, of small electrical appliances (blenders, microwave, bottle warmer...) damaged by use.
- The acquisition of office supplies and common consumables.

⁸ If no amount of increase is offered, the evaluation committee will take the amount of 6.000,00€ as a reference.

Technical obligations of the contractor:

- Comply with the regulations applicable in the sector of creches and schools.
- Provide the lunch service, with its own staff and preparation, to the children enrolled in the creche who so request. **The service of precooked catering is not allowed.**
- Respect that the menus respond to the principles of a healthy, varied and balanced and will contemplate in terms of quantity and composition, the ages and characteristics of the lunch's requirements established in the rules on food safety and nutrition.
- Subscribe a civil liability insurance policy and an accident insurance policy with amount to guarantee coverage for damages due to accidents, medical costs and civil liability and eventual compensation to the users **(with a total minimum of 120.000,00€ per child)**⁹ and provide a copy to the school.
- Keep a record book (or computer record) of users and a book of claims, to report regular controls to the European school.
- Put in common, with the safety team for the European School, an action plan for emergencies and keep in force the security requirements and elements that may pose a risk to the users (fire extinguishers and smoke detectors in force, evacuation plans visas, signposted emergency exits, installed emergency lighting, evacuation routes passable and free of obstacles and registration of the plan of Self-protection in the autonomous registry

8.6. Subcontracted Services

It will only be allowed to subcontract some services with third parties, up to a maximum of 20% of the service.

8.7. Subrogation of personnel

In the event of a change of contractor, it will be subject to the Belgian regulation on labour subrogation by the new successful bidder.

11. OTHERS CONDITIONS

In those aspects not contained in these technical conditions, additional attention will be paid to what is described in the sectorial regulations of Creches, arranged by the public authorities of Flanders and/or Belgium.

⁹ Except for increases offered by the tenderer in its financial proposal.