

## TENDER SPECIFICATIONS

Open call for tender 26/2019/OP/EITPROC  
for the provision of organisation of catering services at the European Institute of  
Innovation and Technology (EIT)

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## **1. INTRODUCTION**

### **1.1. Background**

The European Institute of Innovation and Technology (hereinafter referred to as the 'EIT') is a European Union body established by Regulation (EC) No 294/2008 of the European Parliament and the Council of 11 March 2008<sup>1</sup>. Its offices are located at Infopark – Building E, Neumann Janos 1/E, H-1117 Budapest, Hungary.

The EIT aims at addressing Europe's innovation gap to rapidly emerging as a key driver of EU sustainable growth and competitiveness through the stimulation of world-leading innovations with a positive impact on economy and society. The mission of the EIT is to offer grants to Knowledge and Innovation Communities (KICs) in order to grow and capitalize on the innovation capacity and capability of actors from higher education, research, business and entrepreneurship from the EU and beyond through the creation of highly integrated KICs.

### **1.2. Purpose**

By the present public procurement procedure, the EIT seeks for assistance with services linked to the organization of catering services. The purpose of this procurement procedure is to conclude a multiple framework contract with a maximum of three catering services providers in a cascading system that are able to provide the necessary catering services and handle the volume of such services as detailed below.

In order to ensure the provision of these services, as described in point 2 below, the EIT decided to launch an open procurement procedure in accordance with Article 164 of the Financial Regulation (FR)<sup>2</sup>.

These tender specifications will become an integral part of the contract that will be concluded following the award procedure. Non-compliance to them during the performance of the contract may constitute a reason for EIT to terminate it.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1. Description of services and deliverables**

#### **2.1.1 List of main tasks to be performed by the contractors**

List of main tasks to be performed by the contractors may include the following services:

1. Venue selection and reservation
2. Provision of catering services
3. Provision of temporary service staff

#### **2.1.2 Detailed description of services and deliverables**

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<sup>1</sup> OJ L 97/1 of 9.4.2008, as amended by Regulation 1292/2013 of the European Parliament and of the Council of 11 December 2013 (OJ L 347/174 of 20.12.2013)

<sup>2</sup> REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

The current section contains basis information about the requirements for all services to be provided, which is presented with the subject to provide the future contractor with preliminary information about the scope and requirements of its future assignments. However, depending on the specific meeting, the EIT may provide specific requirements, which differ from the ones presented below. The requirements presented in the specific requests/order forms or specific contracts shall prevail.

### **Task 1 - Venue selection and reservation**

Small working meetings this procurement procedure is focused is usually organised at the EIT Office (1117 Budapest, Neumann Janos u. 1.E – Infopark). However at a request of the EIT, the contractor shall make sure there is a suitable venue for specific EIT meetings. The EIT shall send the contractor a detailed description of all requirements for the specific event. Among others, it shall clearly indicate how many meeting rooms are needed, and whether there is need for additional rooms or space for bi-lateral or larger meetings, a secretariat, registration desks, coffee breaks, lunches, dinners, etc. If additional facilities are needed, the EIT shall provide the contractor with information about the capacity requirements of each of them. The contractor shall offer prospective venues to the EIT taking into account the complexity of the event and all technical requirements listed in the specific request. Should the requested technical equipment not be available at the venue or should their quality not meet the technical requirements of the EIT, the contractor shall be required to provide this equipment at the venue. In such cases, the contractor shall be entitled to payment of a separate fee regarding the venue renting fee and the technical equipment. The selection and reservation service fee shall be indicated in the Management cost in the Financial offer (Annex V.)

### **Task 2 - Provision of catering services**

#### **a) General requirements for the catering packages**

The future contractor shall ensure the provision of catering services for the working meetings most frequently at the premises of the EIT (Infopark Building 'E', H-1117 Budapest, Neumann Janos u. 1/E) or outside or in a restaurant / hotel in Budapest or in other Hungarian cities.

As an indication, the Contractor shall provide catering packages, *but not limited to*, the following:

- **Basic catering** (*provision of refreshments and sandwich lunch at or outside of the EIT including coffee break and beverages*)
- **Standard lunch /dinner** (*provision of reception luncheon/dinner at or outside of the EIT including coffee break and beverages*)
- **Special lunch/ dinner** (*provision of seated luncheon/dinner at or outside the EIT premises including coffee break and beverages*)

The number of participants for the above catering provisions vary based on the specific working meetings, however not exceeding about 25 people. Only in some rare cases, the number of participants can go up to approximately 50-60 people in case of for example teambuilding or lunch time sessions for the EIT staff.

In order to ensure variety over the duration of the contract, every 3 - 4 months the contractor must replace at least one of the options with a new menu. This must be agreed in advance with the EIT. The new menu must be offered at the same price as the menu it replaces. The contractor must be able to provide food that meets the requirements of people with specific food intolerances or allergies including lactose-intolerance, celiac disease and nut allergies. When ordered, such foods must be provided on the separate plates labelled accordingly. All other foods should be labelled with signs indicating that they contain dairy or nuts if that should be the case. Since some meetings may not stick to the exact lunch time foreseen in

the schedule, the contractor must ensure that satisfactory arrangements are in place to keep hot dishes warm until the lunch interval.

**b) Detailed requirements for the above catering packages:**

- **Basic catering** shall include, *but not limited to*, finger foods, small sandwiches (4 per person) and/or one-bite.
- **Standard lunch /dinner** shall include, *but not limited to*, finger food or sandwiches, mix of salads, main dishes (either hot or cold) with suitable garnish, desserts and sweets (*e.g biscuits, cakes, fruits, cheese plate*)
- **Special lunch/ dinner** shall include, *but not limited to*, two options of starters, welcome drink, classic and elegant finger food, two options of soup, main dishes (hot) international cuisine including one meat meal with suitable garnish and mix of salads by demand, two options of desserts and sweets (*e.g biscuits, special cakes, fruits, cheese plate*). *Non- alcoholic and alcoholic drink package*. Special lunch/dinner is usually organised in seated style that should include special features like flower or other decoration or other extra services on demand by the EIT. (*e.g candles*)

The Contractor is requested to provide seated luncheon/dinner, including waiter services for the participants at the EIT or other places than the EIT premises in special venues or restaurants in Budapest or other Hungarian city by request from the EIT.

All the above menu options should include vegetarian, gluten-free options and a small variety of desserts and some fruit. Therefore, it is a prerequisite to be able to provide such options. All lunch/dinner must be delivered prepared and ready for consumption; be freshly made, appealing to the eye, nutritious and consist of dishes from diverse cuisines; be sufficient in quantity to feed the estimated number of people to be fed.

In addition, for each item in each package, the tenderer should include in the offer a minimum number of options. This will provide for flexibility to the EIT to choose from the listed options when ordering.

All the above menu options should also include coffee breaks and beverages.

- **Coffee Break** shall include, *but not limited to*, coffee including decaffeinated option, tea (e.g black, fruit or green tea), milk, sugar, lemon, honey, biscuits. Coffee beans: of high quality (e.g. blended Arabica and Robusta coffee and decaffeinate beans) meaning espresso beans that are suitable for lattes and cappuccinos. Capsules are not acceptable;
- **Beverages** shall include, *but not limited*,
  - tea: a variety (fruit, herbal, black, white) in individual packaging, and bulk packages of English breakfast tea;
  - milk: fresh, semi-skimmed in cartons (delivered before 0800 daily, or on request), and longlife in single-serve portions;
  - non-alcoholic drinks including:
    - bottled water (natural and sparkling, in 500 ml or 750ml bottles only), sodas, bottled water per participant, for meeting(s) held in the conference / meeting room(s).
    - a variety of soft drinks; and
    - a variety of fruit juices;
  - alcoholic drinks (*e.g welcome drink, wine, champagne*),

The contractor must be able to provide catering supplies, including:

- sugar: white and brown, in sachets;
- biscuits: individually wrapped;
- condiments in sachets, such as pepper, salt, ketchup and mayonnaise;
- napkins, and white paper doilies for glasses

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

**c) Service requirements:**

**Timely delivery of services:** The Contractor should have the necessary resources to organise and provide the catering services for the date and time required by the EIT. For `normal` orders, the EIT will provide an adequate period (*at least 3 weeks*) to allow the organisation and preparation of the services. In urgent cases, the catering services should be provided within 3 working days in highly exceptional cases.

The Contractor should ensure that environmentally friendly actions are taken with regards to the disposal of the waste.

The Contractor shall be able to provide related cutlery, tableware and catering stations where necessary, including the provision of table cloths: this should be included in the unit prices

The cost of transportation and the costs of collection of equipment's, cutlery, napkins, etc. required for the service to be included in the quoted prices

No washing of cutlery or preparation of food at the EIT premises is allowed.

At the end of the meetings after each service day, the Contractor has to collect and transport the garbage that arose during the service.

**d) Short overview of EIT events per year**

The table provided below contains an indicative list of the various EIT meetings.

Type of meeting	Pax	Occasion per year	Type of catering service* / occasion		
			Basic catering (refreshments/sandwich)	Standard lunch / dinner	Special lunch / dinner
Exco	12	5	0	5	0
GB Meetings	20	7	0	7	5
GB other meetings	10	7	0	7	5
Visit of representatives of embassies/delegations	5	10	7	3	0
Meeting with EU Institutions	5	6	5	1	0
ENTR meetings	10	4	3	1	2
Task Force Meetings	7	8	4	4	0
EDU Meetings	8	4	0	2	0
COM Meetings	15	2	0	2	0
Forum Meetings	11	2	3	2	2
Alumni meetings or other	15	4	2	1	0
Expert KTI meetings	15	2	1	2	0
Stakeholders meetings	15	6	3	3	3
Ad-hoc KIC related meetings	15	10	5	5	0
Other Internal meetings (lunch time, teambuilding, training)	50	20	12	7	1
Other unforeseen meetings	10	15	5	5	5
<i>* coffee, tea, water, juices included</i>					

### Task 3 – Provision of temporary service staff

For performing **Standard lunch /dinner** and/or **Special lunch/ dinner** the contractor may be asked to provide temporary service personnel for the preparation of the meeting, including event assistants. The number of staff to be provided and the expected duration of their engagement in hours per event will be specified by the EIT in the individual requests submitted for each meeting. The assignments of the staff to be provided by the contractors would be limited mainly to performing technical tasks. Their exact scope will be defined in the specific request to be submitted by the EIT.

The contractor will provide trained catering service staff to set up food-service areas with the food and beverages provided, replenish supplies and clear up the food-service areas. It is essential that all staff involved in the delivery of the catering services perform at all times in an appropriate manner and provide the highest level of customer service. All on-site personnel should have a good command of spoken English. In the event that EIT is not satisfied with the performance of a member of the catering service staff or on-site personnel the selected firm will be obliged to provide a suitable replacement. All service staff should wear uniforms during the delivery of the catering services. The uniforms should be clean and similar to each other. The provision and cleaning of the uniforms and any other clothes used for the catering service remains the responsibility of the contractor.

#### Servicing an event

The catering staff will work as a team to ensure the smooth provision of food and beverage for the ongoing meetings. They will assist the guests in the breakout areas during the coffee and lunch breaks, ensuring the cleanliness and order of the breakout area, the operation for the coffee machines and the availability of the cutlery and crockery at all times. During the aforementioned breaks one of the catering staff will replace the empty or half empty bottles of water and collect the dirty cups in the meeting rooms, whilst other service the breakout areas.

Based on the experiences the EIT use temporary staff approximately 10 days a year.

## **2.2. On-site protocol**

Whilst on-site at the EIT premises the contractor's staff shall register at the EIT reception at which time the selected firm's staff shall receive an entry pass that they shall return on completion of duties. Upon contract award the selected firm shall receive basic information with regard to emergency exits and procedures in the EIT building. All the deliveries must be accompanied by a delivery note, which will be signed by a member of EIT staff as proof of delivery. This is to be attached to the eventual invoice otherwise EIT shall not be able to pay. It is the responsibility of the contractor to ensure on-time delivery. The contractor must remove all waste items on the same day for hygiene reasons.

## **2.3. Health and hygiene, safety**

The contractor shall ensure throughout the duration of the Framework Contract that all necessary health and hygiene certificates and/or licences are held and all applicable statutory regulations and standards are enforced and upheld. In particular the contractor must ensure its compliance with all current and changing legislation concerning all aspects of Health, Safety and Hygiene at work. The selected firm shall comply with all relevant internal house rules including fire safety and protection regulations at the EIT premises and in particular with the following regarding keeping food warm: 'in order to keep food warm gas burners and burning paste may be used'. However the flame should at no time be left unsupervised and in the event of an emergency should be easily extinguishable. The contractor shall ensure that on-site personnel are equipped with a CO2 fire extinguisher (5kg) and are able to deploy it in the event of an emergency. The use of fan ovens, roasting or baking equipment and/or any other equipment which gives out large amounts of smoke or steam is not permitted, in order to avoid the activation of any fire alarms or sprinkler systems in the building.

## **2.4. Recycling**

The contractor should follow these guidelines:

- ♣ minimal packaging
- ♣ minimal environmental hazards
- ♣ maximum energy efficiency
- ♣ maximum usage of recycling material

Where beverages are supplied (i.e. water, soft drinks, juices etc.) the bottles provided should be reusable / recyclable.

## **2.5. Quality Assurance**

The selected firm shall ensure that the quality of its catering is consistent during the contract.. Feedback from event participants on the quality of the catering services is frequently sought by the meeting organisers and will be communicated to the contractor.

## **2.6. Deliverables**

The work carried out by the contractor under the contract will be the subject of the Certificate of the delivery signed by the Contracting authority.

## **2.7. Meetings between the EIT and the contractor**



There shall be regular meetings between the future contractor and the EIT to overview of the services provided and efficiency of the cooperation. Location, frequency and objective of these meetings shall be defined by the two parties whenever needed.

## **2.8. Timeframe for providing the services**

After the signature of the Framework Contract the EIT shall organize a Kick-off meeting with the future contractor providing an indicative timeframe of the scheduled and foreseen EIT meetings for the next 12 months. Timeframe for providing services for the ad-hoc and not scheduled meeting shall be subject to the flexibility of the Contractor that shall commit itself to the EIT to deliver all requested services to the EIT with timely delivery.

## **2.9. Procedure for ordering catering services**

The EIT as a Contracting authority will sign Framework Contracts with a maximum of three catering service providers in a cascading system. Under the principle of cascading multiple framework contracts, the requests for catering services shall follow the procedure described hereafter:

### **1) Request for the catering services**

Requests for catering staff services can occur at any given time throughout the year.

The **EIT will send a request** (by using the relevant template for **request for services** (Annex VII) by electronic means (e-mail) to the Contractor ranked first in the cascading system, describing the task.

Each time the EIT would like to request catering services, it will send at least 3 weeks before the meeting takes place, an “order form” to the Contractor including the short description of the catering services to be ordered (e.g. indicating the number of participants, the date of the meeting, the type of package, options etc).

Within five (5) working days the Contractor should return the order form duly signed and dated.

In case of specific or more complicated meetings, a “request for service” including a more detailed description of the catering services to be requested will be sent to the Contractor at least 3 weeks before the meeting takes place. The Contractor has to **confirm the good receipt of the EIT’s request** within one (1) working day. Within five (5) working days following the receipt of the request, the Contractor should submit to the EIT a duly signed and dated short offer including the description of the offered services.

In exceptional cases of an urgent need concerning the provision of catering services within 3 or less working days, the order will be sent to the Contractor and shall be returned duly signed and dated within 1 working day.

In case the contractor is not able provide the requested services or in the case that the Contractor does not respond to the EIT’s request within the time limit of five (5) working days, the Contractor shall be considered unavailable and the Contracting Authority may contact and place a request to the second Contractor in the cascading system.

The Contracting Authority may contact the third ranked Contractor in case the second one fails to meet the conditions described above. The fact that the Contractors ranked first and second in the cascading system are

not able to meet the requirements under one or more requests under the terms listed above, does not imply the cancelation or the revision of the Framework Contract as a whole.

## **2) Final order of the services**

The EIT will confirm to the Contractor its final offer by **sending to the Contractor an order form or a specific contract** (Annex VI).

Within 5 (five) working days the Contractor shall return the **signed contract** for the signature of the EIT. Following the signature of the EIT Director, the Contractor will receive one original of the contract, signed by both parties.

Should the Contractor be unavailable by not signing the contract, it shall give reasons for refusal within the same period and the contracting authority shall be entitled to send the request and the contract to the next Contractor on the list.

The Contractor shall deliver the requested services at the EIT's premises in Budapest or outside in a restaurant in Hungary in case the meeting is organised elsewhere than Budapest.

## **3. CONTRACTUAL INFORMATION**

### **3.1. Nature of the contract**

The contract to be concluded is a multiple framework contract with cascade. The EIT may award framework contracts to up to three (3) tenderers per lot.

In drawing up his bid, the tenderers should bear in mind the provisions of the standard contract attached to the tender specifications (Annex VI).

Submission of a tender implies acceptance of all the terms specified in the present specifications and in particular in the attached standard contract including the general conditions applicable to contracts.

All documents presented by the tenderers become the property of the European Union and are deemed confidential.

The EIT will not reimburse expenses incurred in preparing and submitting offers.

Completing the adjudication or the procedure of the call for tenders in no way imposes on the EIT an obligation to award the contract.

The EIT shall not be liable for any compensation with respect to the tenderers if its tender has not been accepted, nor shall it be liable when deciding not to award the contract.

### **The cascading system**

The EIT will conclude with the three best tenderers **multiple Framework Contracts in cascade**.

After evaluating tenders, the EIT will rank tenderers in descending order with a view to establishing the list of Contractors (maximum 3 Contractors) and the sequence in which they will be offered work when orders are placed. The Contractor ranked first will be given priority over the Contractor that has submitted the second best tender and so on.

A Framework Contract is individually signed between the EIT and a maximum of three (3) Contractors to ensure that at all time one of the Contractors is able to provide the requested service(s).

In accordance with point 2.10 above, when the EIT requests catering services under the Framework Contract, the EIT will contact the Contractor at the top of the list and, if that Contractor is unavailable and unable to provide the requested service(s) for reasons which do not involve terminating the Framework Contract, the EIT will contact the second Contractor, then, if necessary, and under the same conditions, the third one.

If the framework contract is used faster than initially assumed an exceptional negotiated procedure under Point 11.1. (e), Annex 1. FR can be used, within three years following its conclusion and before the ceiling is reached, to supplement the framework contract by new services consisting in the repetition of the similar services. Taking into account the principle of proportionality, these new services should not account for more than 50% of the initial maximum budget. The negotiated procedure shall not have an impact on the maximum duration of 4 years as established above.

### **3.2. Participating in the tendering procedure**

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties of the European Union<sup>3</sup>, and to all natural and legal persons in a third country which has a special agreement with the European Union on the conditions laid down in that agreement<sup>4</sup>.

#### **3.2.1. Consortia**

The tenderers may submit a joint offer by creating a consortium. In this case, each member of the consortium shall accept the terms and conditions set out in the tender specifications, the contract as well as in all the relevant Annexes.

The offer must identify the consortium members by filling in the relevant points of the Tenders' Identification Form (Annex I). The tenderer shall clearly specify the role and tasks of each member of the consortium. The members of the consortium shall designate one member as consortium leader with full authority to bind the consortium and each of its members. Each consortium partner shall fill in, date and co-sign with the consortium leader a power of attorney (Annex Ia). The consortium leader shall act as a single point of contact with the EIT in connection with the present public procurement procedure.

In case of a joint offer, all members of the consortium will be jointly and severally liable towards the EIT for the performance of the contract.

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<sup>3</sup> The Member States of the European Union

<sup>4</sup> Countries of the European Economic Area (Norway, Iceland and Liechtenstein), Former Yugoslav Republic of Macedonia, Albania and Montenegro

### 3.2.2. Subcontracting

Subcontracting is allowed. In such cases, the EIT may demand information on any part of the contract that the tenderer may intend to subcontract to third parties and on the identity of any subcontractor. The EIT reserves the right to validate the proposed subcontractor(s).

The offer must clearly identify the subcontractor(s) by filling in the relevant points of Annex I of these tender specifications and prove its willingness to accept tasks proposed to them by the tenderer (e. g. by way of enclosing a letter of intent (Annex Ib) of the subcontractors(s)). The offer shall describe which main task(s) will be subcontracted.

Once the contract has entered into force, the contractor shall retain full liability towards the EIT for the performance of the contract as a whole. The EIT will not have any direct legal commitment with the subcontractor(s).

For British candidates or tenderers: Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

### 3.2.3. SMEs

Each tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC.

### 3.3. Duration

The duration of the execution of the tasks **shall not exceed 12 months**.

The framework contract to be signed with the winning tenderer shall enter into force on the day following the signature by the last contracting party. The framework contract shall be renewed automatically up to 3 times, each time for a period of 12 months, starting from the date of completion of the tasks of the previous period, unless written notification to the contrary is sent by one of the parties and received by the other one month before payment of the balance.

Renewal does not imply any modification or deferment of existing obligations. Orders / specific contracts will be signed for the value and duration indicated in them. The orders / specific contracts shall be signed within the duration of the framework contract.

The framework contract shall continue to apply to orders / specific contracts executed after the framework contract expires. The service under such orders / specific contracts shall be provided at latest within 3 months after the expiry date of the framework contract.

### 3.4. Value of contract

The estimated maximum overall value including renewals and price revision and excluding VAT is **250 000 EUR for four years.**

### 3.5. Terms of payment

The payment shall be made in accordance with the provisions specified in the model of draft contract in Annex VI.

The total payment within the duration of the contract may not exceed the maximum volume laid down in point 3.4.

- **Pre-financing:**

No pre-financing is foreseen.

- **Interim payment:**

No interim payment is foreseen.

- **Payment of the balance:**

The Contractor shall submit a request with the invoice for the **payment of the balance.**

The invoice(s) shall be accompanied by:

- The Certificate of delivery;

The EIT shall make the payment within 30 days from receipt of the invoice.

## 4. CONTENT OF THE TENDER

The tender must include:

- an **Administrative Part** including all the information and documents required by the EIT for the evaluation of the tender on the basis of the exclusion and selection criteria set out in point 4.1 below;
- a **Technical Part** including all the information required by the EIT for the technical evaluation of the tender as set out in point 4.2 below,
- a **Financial Part** setting out prices in accordance with paragraph 4.3 of these tender specifications.

### 4.1. Administrative Part

The administrative part of the tender must contain the documents including the identification of the tenderer and to the exclusion and selection criteria:

#### 4.1.1. Tenderers' identification

This section should include the following information set out in the identification form, in Annex I:

1. **Tenderer's identification form** (Annex I): Prospective tenderers are requested to complete and sign the identification form. In case of joint tenders, please fill in Annex Ia (Power of attorney) for each consortium member; in case of subcontracting, please fill in Annex Ib (Letter of intent) for each subcontractor.
2. **Legal identification form** (Annex II) which must be filled in and signed by an authorised representative, and should be accompanied by a copy of **official document(s)** (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. In case the official document mentioned does not contain information on your VAT number, a **copy of the VAT registration document**.
3. **Financial identification form** (Annex III) which must be filled in and signed by an authorised representative of the tenderer and his/her banker. As an alternative to the signature, a copy of a bank statement by hiding the turnover data which is not older than 3 months will be accepted.

#### 4.1.2. Exclusion criteria and evidence

All tenderers shall provide a declaration on their honour (Annex IV) with their tender, duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour. The successful tenderers shall provide the documents mentioned as supporting evidence in Annex IV before signature of the multiple framework contract in cascade and within a deadline given by the contracting authority. If the requested evidence is not submitted in due time, the Contracting Authority can award the Contract to the Tenderer evaluated as the next-best. This requirement applies to all members of the consortium in case of joint tender and to the identified subcontractors.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

#### 4.1.3. Selection criteria and evidence

By submission of an offer the tenderer confirms that he/she has the economic and financial, technical and professional capacity to provide the requested services according to the tender specifications and the payment schedule specified in the draft contract.

##### A. Legal and regulatory capacity criteria

Not applicable

##### B. Economic and financial capacity criteria

Tenderers are required to provide sufficient information of their financial standing and more particularly proof that they have the necessary resources and financial means to carry out the work that is the subject of the tender.

The EIT shall have sole discretion assessing the tenderers' economic and financial capacity with regard to the criteria set out below, and where it considers this insufficient, the right to reject any offer.

**Economic and financial capacity criteria:**

In order to be economically and financially capable to provide the service, tenderers (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must demonstrate the following:

- The **minimum annual average turnover** in the last two financial years for which the accounts have been closed shall be at least EUR 75,000.00

The sum of the annual average turnovers of each consortium member will be taken into account to reach the minimum annual average turnover of EUR 75,000.00<sup>5</sup> (seventy-five thousand EUR)

#### **Evidence for the economic and financial capacity:**

Proof of its economic and financial capacity shall be furnished by the tenderer by the presentation of balance sheets or extracts from **profit and loss accounts** for **at least the last two years for which accounts have been closed**, where publication of the balance sheet is required under the law of the country in which the tenderer is established.

If, for some exceptional reason that the EIT considers justified, the tenderer is unable to provide the evidence requested by the EIT, he may prove his economic and financial capacity by any other means that the EIT considers appropriate. In case of public bodies, other documents, in particular the body's budget for the current year could be considered as appropriate.

#### **C. Technical and professional capacity criteria and evidence**

Tenderers must provide evidence of technical and professional capacity to comply with the minimum standards set out below.

##### **1. Technical and professional criteria for the tenderer:**

###### **1.1 The minimum professional capacity requirement is as follows:**

Having a minimum experience of at least 3 (three) years in providing similar restaurant and catering services, of a similar size, value and scope of work, under at list 2 different contracts.

The evidence of professional capacity 1.1 shall be furnished by the following:

- A list of the principal services performed during the last 3 years giving the dates, name and address of the client, and description of the services undertaken including the size, value and scope of work, the name and role of any sub-contractors and/or consortium members. The EIT may elect to contact any of the aforementioned companies for a reference. Your permission to do so will be assumed unless you state any objections.

###### **1.2 The minimum technical capacity requirement is as follows:**

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<sup>5</sup> For conversion if necessary, the conversion rates published in the C series of the Official Journal of the European Union on the day when the contract notice was published [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm)

Having at least one (1) contract manager who has at least one (1) year of relevant professional experience in catering services and who has at least English read and write level of B1.

The evidence of professional capacity 1.2 shall be furnished by the following:

- **Curriculum vitae** of the contract manager, preferably in Europass format. Summaries will not be accepted. CVs should include information on work experience, qualifications and language ability of the manager.

## 4.2. Technical part

### General description of the services described in point 2.

The technical part shall describe in detail how the services described in point 2 will be provided by the tenderer.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

The contract will be awarded to the tenderer who submits the most economically advantageous bid, as assessed on the basis of the following factors:

#### (a) Award criteria as weighted by percentage:

N°	Qualitative Award criteria	Weighting (max. points)
1.	Compilation of packages. Description of the catering packages according to Point 2.1.2 Task 2., with a, b, c options and with reference photos.  Evaluated by package type)  Basic catering (20 points) Standard lunch /dinner (20 points) Special lunch/ dinner (20 points)	60
2.	Quality assurance: proposal for key performance indicators and reporting tools they will be used to monitor and maintain a continuous high level of service. Explanation of any other activities or initiatives to guarantee a high quality of service at all times.	20
3.	Environmental impact – seasonal, regional, organic products used; reduction of the environmental impact through implementation of corporate sustainability practises, policies on waste reduction, packaging.	20
<b>Total points</b>		100



Points will be allocated for each questions of the three above criteria according to the following system:

Points awarded <sup>[1]</sup>	Definition
0%	No evidence / total failure: The tender totally fails to address the question under examination, or cannot be assessed due to missing evidence.
0- 30%	Very poor: The question under examination is addressed in an incomplete and unsatisfactory manner; serious concerns.
30-50%	Poor: The question under examination is partly addressed but with a few major gaps or issues.
50-60%	Satisfactory: The question under examination is generally addressed with only a few minor issues (up to 3 minor issues).
60-70%	Fair: The question under examination is fully addressed and the tender responds to all requirements of the Agency with no issues being identified.
70-85%	Good: The question under examination is fully addressed, the tender responds to all requirements of the Agency and it offers some added values.
85-95%	Very good: The question under examination is fully addressed, the tender responds to all requirements of the Agency and it offers good added values.
95-100%	Excellent: The question under examination is fully addressed and the tender offers excellent added values.

### Maximum overall score

The maximum overall score for each tender will be calculated as the sum of the individual scores for the criteria. The total score of each criteria will be calculated as the sum of all the individual scores of the questions.

### Thresholds

In order to guarantee for a minimum level of quality, tenders that do not reach a minimum of 60% of the maximum overall score for the technical evaluation will be eliminated from further evaluation (i.e. 60 points minimum, out of the overall total of 100 points).

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<sup>[1]</sup> 100% equals the maximum number of points achievable per question

In addition, tenders that do not reach a minimum score of 50% for each criterion of the technical evaluation will be considered of insufficient quality and will be eliminated from further evaluation.

### 4.3. Financial part

Prices must be inclusive of all additional costs.

Please be aware of Point 23 Annex 1 FR on abnormally low tenders.

**Only** the tender(s) that reach the technical quality threshold mentioned will be subject to the price assessment.

Prices must be presented in the standard format of Annex V. Every offer that successfully passes the Award criteria evaluation will be assessed against the price offered.

The tenderer's attention is drawn to the following points regarding the financial offer:

- Prices must be quoted **in Euro** using, if necessary, the conversion rates published in the C series of the Official Journal of the European Union on the day when the contract notice was published (if no notice was published, on the day when the invitation to tender was sent out).
- **Prices should be quoted free of all duties, taxes and other charges, including VAT**, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities; the amount of VAT should be shown separately.
- Prices are firm and not subject to revision.

DESCRIPTION	NUMBER OF UNIT	UNIT	UNIT PRICE in EUR	TOTAL
<b>Staff and management costs</b>				
<b>Preparation and Organisation</b>				
Management	10	hour		
Temporary service personnel	80	hour		
<b>Services</b>				
<b>Catering</b>				
Basic catering	1000	pax		
Standard lunch/dinner	1000	pax		
Special lunch/dinner	350	pax		
<b>TOTAL Price</b>				

#### 4.3.1 Financial evaluation

The financial evaluation will be carried out on the basis of a price simulation scenario defined in Total Price of Annex V.

The candidate with the lowest Total Price will be awarded 100 points for the Financial score. The other candidates will be awarded points on the basis of the following formula:

Financial score = (lowest Total Price/Total Price of the bid in question) x 100

The lowest priced acceptable (that is eligible and has obtained at least the minimum points required in the technical evaluation) tender, will be used to compare the price of the remaining acceptable tenders. Thus, the more expensive the tender in terms of Total Price is, the fewer points it receives for the Financial score.

Unit Prices shall be quoted by the tenderer in Annex V and will be binding with regards to subsequent conclusions of specific contracts, as stated in Section 4.3.

#### 4.4. Ranking of the tenders

The Framework Service Contracts in cascade will be awarded to a maximum of three (3) tenderers having passed the selection stage and offering the most economically advantageous tender, according to the 'best price-quality ratio' award method, i.e. the highest score in the final evaluation to be determined as follows:

$$\begin{aligned} \text{Score for tender X} = & \\ & (\text{Score technical and qualitative evaluation} * 0.6) + \\ & (\text{Financial score} * 0.4) \end{aligned}$$

The points for technical quality and those for price will then be added together, the tenderers will be ranked according to their total number of points and the contract will be awarded to the tenderer achieving the highest score.

#### ANNEXES

The following set of documents is provided to the tenderers:

- Invitation to tenderers
- Tender specifications
  - Annex I: Tenders` identification form
    - Annex Ia: Power of attorney
    - Annex Ib: Letter of intent
  - Annex II: Legal entity form for public entities/private entities/individuals
  - Annex III: Financial identification form
  - Annex IV: Declaration on honour
  - Annex V: Financial offer form

- Annex VI: Draft contract and annexes