



Schola Europaea

European School of Mol

OPEN PROCEDURE

No 2024_02_ESMOL

CONCESSION OF SCHOOL RESTAURANT AND CATERING FOR EVENTS

SPECIFICATIONS

Part 1 – Administrative specifications

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This procurement is launched and managed by the European School of Mol, referred to as the Contracting authority for the purposes of this call for tender, i, who have decided to launch this call for tenders in order to designate a Concession for the Service of School Restaurant with a specialized company in charge to:

- Provide a food service and cooked dishes to the educational community, during school activity days.
 - Menus for students (nursery, primary and secondary school)
 - Meus for teachers, staff or visitors.
- Prepare catering and dining services for institutional events.
- School canteen service: Snacks, sandwiches and hot and cold drinks.

The main contracting authority is the European School of Mol, acting as agent for the participating entities for the purposes of this call for tenders and the resulting framework contract, publishes the call for tenders and organises the evaluation of the tenders.

1.2. Subject: what is this procurement about?

The main purpose of this public contract is the preparation and management of food, packaging and transport meals meeting the criteria of healthy and sustainable¹ development in schools for children aged 3 to 18 years.

More details are given in this *Specification – Part 2: Technical Specifications*, hereinafter referred to as *Technical Specifications*.

1.3. Lots: is this procurement divided into lots?

This procurement is not divided into lots.

1.4. Technical description: what do we want to buy through this procurement (minimum technical specifications)?

The services that are the subject of this call for tender, including any minimum requirements, are described in detail in the document *Tender Specifications – part 2: Technical specifications*, hereafter referred to as *Technical specifications*.

1.4.1. Variants: Are variants allowed?

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

¹ A sustainable diet is a healthy and balanced diet, whose impact on the environment is reduced, and whose production and marketing are carried out in compliance with social and ethical rules.

1.4.2. Options: Are additional optional services requested?

No option is requested. The *Contracting authority* will disregard any option proposed in a tender.

1.5. Place of performance: where will the contract be performed?

All services (including the preparation of meals and snacks) will take place at the European School of Mol: on the premises of the contracting authority (access via Europawijk 100, 2400 Mol).

1.6. Visit to the facilities

A-site visit is planned. Requests for visits are sent to the following address of the contracting authority: mol-procurement@eursc.eu The deadline for visit requests is Tuesday 7 of May 2024 at 15:00 p.m.

The subject of the email is: “2024_02_ESMOL: COMPANY NAME – visit request”. The date and time of the visit will be communicated to you by email, indicating the name of visitors (maximum 2 per company) and the car plate of the car.

The visit is planned to take place on Monday 13 of May 2024 in the morning.

1.7. Submission of offers

The deadline for submitting offers is Monday 20th of May 2024 at 12:00h

1.8. Evaluation of offers

The following elements will be examined, in no pre-established order:

- Evaluation of the exclusion and selection criteria of tenders;
- Verification of the technical conformity of offers;
- Evaluation of market award criteria.

1.9. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a single framework contract.

A framework contract establishes a mechanism for future repetitive purchases by the *Contracting authority* to be awarded in the form of specific contracts or purchase order. The signature of a framework contract does not impose an obligation on the *Contracting authority* to conclude specific contracts or purchase order in accordance with the framework contract.

The framework contract will be concluded with one contractor. Specific contracts or purchase order shall be written on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the Draft framework contract.

☐ Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting*

authority and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

By submitting a tender, the tenderer also accepts all the terms and conditions set out in the draft contract annexed to these specifications. The successful tenderer of the contract may no longer request an adaptation of any clause whatsoever.

1.10. Volume and value of the contract: how much do we plan to buy?

An indicative estimate of the volumes to be ordered over the whole duration (four (4) years) of the framework contract is **ONE MILLION TWO HUNDRED AND FIFTY THOUSAND EUROS [1.250.000,00€]** (average approx. 312.500,00€ every year)]. These figures are indicative, based on the sales made for meals and supplied products. This figure is calculated based on the sales volumes of previous years, depending on the number of students, teachers, etc., who use the school cafeteria service.

Within three years following the signature of the framework contract(s) resulting from the current procurement, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to [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](#)² to procure new services from the contractor(s) up to a maximum of 50 % of the initial *framework contract ceiling*. These services will consist in the repetition of similar services and supplies entrusted to the contractor(s) and will be awarded under the conditions of low prices and good quality.

1.11. Duration of the contract: how long do we plan to use the contract?

The contract(s) resulting from the award of this procurement will be concluded for **12 months** tacitly renewable 3 times for successive periods of 12 months, i.e. **48 months maximum**, unless one of the parties receives formal notification to the contrary at least five (5) months before the end of the current duration.

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This procurement is governed by the provisions of:

- [the Financial regulation of the European Schools](#) and
- [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](#) (the Financial Regulation)².
- [Regulation EC No. 852/2004 of the European Parliament and of the Council of April 29, 2004 \(as well as any subsequent amendment\) relating to the hygiene of foodstuffs;](#)
- [Regulation EC No. 1169/2011 of the European Parliament and of the Council of October 25, 2011](#) (as well as any subsequent amendment) relating to consumer information on foodstuffs.

The *Contracting authority* has chosen to award the contract resulting from this procurement through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Rules on access to procurement: who may submit a tender?

Participation in this procedure is open on equal terms to all natural or legal persons falling within the scope of the treaties and to all natural or legal persons from a third country which has concluded a specific agreement with the European Union. in the field of public procurement, under the Conditions provided for by this agreement.

To enable *the Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) in **Annex 1.1** and must present the supporting evidence normally acceptable under the law of that country/-ies if so requested by the contracting Authority. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in **Section 4.3**.

² 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 (OJ L 193 of 30.07.2018, p.1).

2.3. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case subcontracting is permitted.

In order to fulfil the selection criteria, set out in **Section 3.2** the tenderer can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a tender (hereafter referred to as *involved entity*) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the tenderer relies to fulfil the selection criteria³. This applies also where the *involved entities* belong to the same economic group.

2.3.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer⁴.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contact signature. The model power of attorney attached in **Annex 1.2** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorized by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 1.2**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

³ Such an entity is not considered a subcontractor, see Section 2.4.3.

⁴ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

2.3.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

- Prohibition of subcontracting without prior validation: In general, subcontracting of preparation and cooking of food will be forbidden. However, it is allowed under specific conditions that must be validated by the European School and, if necessary, by the Canteen Committee.
- Compliance with regulations and standards: Subcontracted services must be carried out in accordance with the standards of the art and current regulations. This implies that the subcontractor must comply with the regulations established for the handling and preparation of food.
- Communication and responsibility through the contractor: All communication with subcontractor companies must be done exclusively through the contractor. This provider acts as an intermediary and is responsible for verifying the work of subcontractors. The contractor will be responsible for the quality of the work performed by subcontractors and for ensuring compliance with the established regulations.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender (see **Section 1.4**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 1.3** and signed by its authorised representative.

By filling in the form available in **Annex 1.3**, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above **10%**.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

2.3.3. Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 1.4**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

☐ Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement (see **Section 2.2**);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria the *Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model available in **Annex 2**. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority⁵.

⁵ The obligation to provide the supporting evidence will be waived in the following situations:

The exclusion criteria apply individually to each member of the grouping and/or to each identified subcontractor.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this procurement, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the procurement. The model Declaration on Honour available in **Annex 2** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The selection criteria are applicable to all the members of the grouping and/or the subcontractors identified (combined capacity of all the members and/or of the subcontractors identified).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure⁶. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the Contracting authority.

Please note that a request for evidence in no way implies that the tenderer has been successful.

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- if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
 - if there is a material impossibility to provide such evidence.

⁶ The obligation to provide the supporting evidence will be waived in the following situations if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

3.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the services subject to this procurement.

The legal and regulatory capacity shall be proven by the evidence listed below:

- Proof of authorisation that the tenderer is authorised to perform the contract in Belgium.

☐ All of the above specified evidence of legal and regulatory capacity must be provided with the tender.

3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Average yearly turnover of <u>the last three (3) financial years</u> above 225.000,00€ per year.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
Evidence	Copy of the profit and loss accounts and balance sheet for the last three years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

☐ All of the above specified evidence of economic and financial capacity must be provided with the tender.

3.2.3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
The tenderer must prove experience in the field of providing services of cooking, preparation and supply of healthy food in educational institutions or universities.	
Minimum level of capacity	At least three (3) similar (in scope and complexity) projects completed <u>in the last three years preceding the tender submission deadline</u> , with a minimum value for each of them 180.000,00€
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and

	<p>amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.</p>
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Criterion T2	
The tenderer must prove that he is well covered for professional risks .	
Minimum level of capacity	<p>The tenderer undertakes to subscribe to an</p> <ul style="list-style-type: none"> - <u>Operational Liability Insurance</u> and <u>Liability for damage to entrusted property Insurance</u> for a minimum amount of 1.500.000,00€ per claim, covering bodily, material, and intangible damages combined. - <u>Post-Delivery Liability Insurance</u> for a minimum amount of 1.000.000,00€ per claim and per insurance year, covering bodily, material, and intangible damages combined, poisoning and contamination <p>The bidders undertake to renew, or extend, this insurance contract throughout the execution of this contract. They will provide <u>proof of coverage annually</u>.</p>
Evidence	<p><u>When submitting the offer</u>: A sworn declaration concerning the commitment to take out insurance in the event of award of the contract is required.</p> <p><u>When signing the contract</u>: A copy of the policies insurance and a statement of the insured amounts.</p>

Criterion T3	
The bidder must demonstrate that it has a minimum technical team to carry out the contract activities.	
Minimum level of capacity	<p>The tenderer should commit to a minimum team added to the contract execution:</p> <ul style="list-style-type: none"> • A manager-coordinator, who will ensure communication with the European School, the contractor, and the kitchen team. He/she must have previous experience, of at least 5 years, as a responsible for supervising, managing, and executing contracts for school or university canteens within the territory of the European Union. • A dietitian/nutritionist accredited by the Public Federal Health Service of Belgium, who must have an official specialization degree in "<u>pediatric</u>" and, at least, 3 years of experience in preparing healthy meals for children aged between 3 - 18 years old.
Evidence	CVs, copies of qualifications, and official justifications of the previous professional experience of the aggregated team must be provided, including the signature of these workers committing to participate in the contract.

☐ All of the above specified evidence of technical and professional capacity must be provided with the tender.

☐ Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the *Contracting authority* has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (***Annex 1.2***).

3.3. Compliance with the minimum requirements of the Tender specifications

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in the Technical specifications document (Tender specifications – part 2) and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any limitations, conditions, or reservations on the part of a tenderer.

☐ **Tenders that are not compliant with the applicable minimum requirements shall be rejected due to irregularity.**

3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

CRITERIA	WEIGHT	EVALUATION SYSTEM
C1: Prices,	95,00%	Through the automatic application of mathematical formulas
C2 Garanties and fee-cannon	5,00%	Through the automatic application of mathematical formulas

C1.- PRICES	WEIGHT: 95,00%
<p><u>Prices per Menus and Buffet Bar.</u></p> <p>The offer with the sum of the lowest price (for the unitarian prices) will receive the maximum points and the rest of the offers will receive scores arithmetically by applying the following mathematical formula:</p> $\text{Number of points} = 61,00 \times \left(\frac{\sum P_{\min}}{\sum P_i} \right)$ <p>Being:</p> <p>$\sum P_{\min}$ = The sum of the lowest bidder (in Euros).</p> <p>$\sum P_i$ = The sum of the tenderer's offer (in Euros)</p> <p><i>All the offered prices, will be multiplied per a corrective factor.</i></p>	Max 61,00 points

<p><i>The prices to be offered will be indicated in euros, in format with a maximum of two decimals (XX.XX€) Prices with VAT included were taken into account.</i></p>	
<p><u>Prices per Events and Caterings</u></p> <p>The offer with the sum of the lowest price (for the unitarian prices) will receive the maximum points and the rest of the offers will receive scores arithmetically by applying the following mathematical formula:</p> $\text{Number of points} = 22,00 \times \left(\frac{\sum P_{\min}}{\sum P_i} \right)$ <p>Being: $\sum P_{\min}$ = The sum of the lowest bidder (in Euros). $\sum P_i$ = The sum of the tenderer's offer (in Euros)</p> <p><i>All the offered prices, will be multiplied per a corrective factor. The prices to be offered will be indicated in euros, in format with a maximum of two decimals (XX.XX€) Prices with VAT included were taken into account.</i></p>	<p>Max 22,00 points</p>
<p><u>Prices per pause Breaks</u></p> <p>The offer with the sum of the lowest price (for the unitarian prices) will receive the maximum points and the rest of the offers will receive scores arithmetically by applying the following mathematical formula:</p> $\text{Number of points} = 7,00 \times \left(\frac{\sum P_{\min}}{\sum P_i} \right)$ <p>Being: $\sum P_{\min}$ = The sum of the lowest bidder (in Euros). $\sum P_i$ = The sum of the tenderer's offer (in Euros)</p> <p><i>All the offered prices, will be multiplied per a corrective factor. The prices to be offered will be indicated in euros, in format with a maximum of two decimals (XX.XX€) Prices with VAT included were taken into account.</i></p>	<p>Max 7,00 points</p>
<p><u>Prices per product in the vending machines</u></p> <p>The offer with the sum of the lowest price (for the unitarian prices) will receive the maximum points and the rest of the offers will receive scores arithmetically by applying the following mathematical formula:</p> $\text{Number of points} = 5,00 \times \left(\frac{\sum P_{\min}}{\sum P_i} \right)$ <p>Being: $\sum P_{\min}$ = The sum of the lowest bidder (in Euros). $\sum P_i$ = The sum of the tenderer's offer (in Euros)</p> <p><i>All the offered prices, will be multiplied per a corrective factor. The prices to be offered will be indicated in euros, in format with a maximum of two decimals (XX.XX€) Prices with VAT included were taken into account.</i></p>	<p>Max 5,00 points</p>

C2 GUARRANTIES AND FEE CANON	5,00%
<p><u>Increase of Annual Fee</u></p> <p>The tenderers may offer an increase on the annual fee to be paid to the School in concept of exploitation rights, without exceeding the minimum of 1.000,00€ per year. The offer with the high proposition will receive the maximum points and the rest of the offers will receive scores arithmetically by applying the following mathematical formula:</p> $\text{No. of points} = 2,50 \times (P_i / P_{\max})$	<p>Max 2,50 points</p>

<p>Being: Pmax= the high bidder (in Euros). Pi= The tenderer's offer (in Euros)</p> <p><i>The prices to be offered will be indicated in euros, in format with a maximum of two decimals (X,XX€)</i></p>	
<p><u>Increase of Guarantee</u></p> <p>Bidders may offer an increase on the guarantee to be deposited in concept indemnity, without exceeding the minimum of 5.000,00€ during all the period of execution of the contract. The offer with the highest proposition will receive the maximum points and the rest of the offers will receive scores arithmetically by applying the following mathematical formula:</p> $\text{No. of points} = 2,50 \times (P_i/P_{\text{max}})$ <p>Being: Pmax= the high bidder (in Euros). Pi= The tenderer's offer (in Euros)</p> <p><i>The prices to be offered will be indicated in euros, in format with a maximum of two decimals (X,XX€)</i></p>	<p>Max. 2,50 points</p>

3.5. Abnormally low tenders

If the price proposed in the tender appears to be abnormally low (**Greater than 25% of the arithmetic average of all the offers received and accepted**), the Contracting authority may reject the tender under the conditions set out in point 23 of Annex 1.6 to the EU Financial Regulation.

6. Tie-breaking Criteria

The tie between several tenderer after applying the contract award criteria will be resolved by applying the following criteria in order:

1st. Lowest prices in daily menu.

2nd: Lowest prices in Caterings.

3.6. Award (ranking of tenders)

Tenders shall be ranked according to the best price ratio.

☐ The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted according to the instructions laid down in the Invitation to tender letter.

☐ Make sure you prepare and submit your tender early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice. A tender received after this deadline will be automatically rejected due to irregularity.

4.2. Content of the tender: what documents to submit with the tender?

☐ **Each document must be signed by a duly authorized representative of the tenderer.**

The following requirements apply to the technical and financial offer:

➤ **Financial offer.**

A complete financial offer. In case of discrepancies between different documents, only the amount indicated in the financial offer will be taken into account.

Tenders deviating from the minimum requirements or not covering all the requirements will be rejected on the basis of non-compliance and not evaluated further.

Should there be an error in the calculation of the total, the unit price will prevail.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately.

☐ The European schools are exempt from such charges. Exemption is granted to the European Schools by the governments of the Member States.

In Belgium, European schools are exempted through exemption No 450, Article 42, §3 paragraph 1st, 4^o of the VAT code.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

All documents requested must be signed by the tenderer's legal representative, i.e. a person duly authorised to represent the tenderer for this procurement and the signing of the contract.

If requested so by the contracting authority, the delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets⁷.
- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure⁸, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

⁷ For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

⁸ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

☐ The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

5. PROCESSING OF PERSONAL DATA

Any personal data included in or relating to the tender, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Such data shall be processed solely for the purposes of the monitoring of the tender by the data controller.

Tenderers or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should tenderers or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller: The Director of the European School of Mol.

They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data can be requested to the data controller.