

CALL FOR TENDERS 01/2014/NP/EITPROC

**for a negotiated procedure with prior publication of a contract notice in the
Official Journal for the provision of**

**`Catering services for the
European Institute of Innovation and
Technology in Budapest`**

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1.	TECHNICAL SPECIFICATIONS.....	3
1.1.	Task 1: Provision of catering services for meetings/events at the EIT premises	3
1.2.	Task 2: Provision of seated luncheon/dinner outside the EIT premises	4
1.3.	General requirements for Task 1 and 2:	5
1.4.	Task 3: Provision of beverages	6
1.5.	General requirements for Task 3	7
2.	INFORMATION ON TENDERING	8
2.1.	Participation.....	8
2.2.	Contractual conditions	8
2.3.	Joint tenders	9
2.4.	Subcontracting	9
2.5.	Duration of the services	9
2.6.	Volume of contract.....	9
2.7.	Content of the tender	10
2.8.	Identification of the tenderer: legal capacity and status	10
3.	EVALUATION AND AWARD	11
3.1.	Evaluation	11
3.2.	Exclusion criteria and evidence	12
3.3.	Selection criteria	13
3.4.	Technical offer	15
3.5.	Award criteria.....	16
3.6.	Financial offer	17
3.7.	Financial evaluation.....	18

1. TECHNICAL SPECIFICATIONS

The aim of the procurement procedure is to ensure the provision of catering services for the European Institute of Innovation and Technology (EIT) at the premises of the EIT (Infopark Building 'E', H-1117 Budapest, Neumann Janos u. 1/E) and in a restaurant / hotel in Budapest, for a number of participants between appr. 5-30 persons.

The Contractor will be requested to provide the following services:

- the provision of catering services for meetings/events at the EIT premises,
- the provision of seated luncheon/dinner outside the EIT premises
- provision of beverages

1.1. Task 1: Provision of catering services for meetings/events at the EIT premises

The Contractor is requested to provide the catering services for **meetings/events for appr. 5-30 people at the premises of the EIT.**

The catering needs are defined below:

A) Coffee breaks:

- 1) Coffee
- 2) Tea
- 3) Milk, sugar, lemon, honey
- 4) Water (sparkling and still)
- 5) Biscuits

B) Light lunch including beverages

- 1) Meals
 - a) Finger food: Small sandwiches (4 per person) and/or one-bite
 - b) Sandwiches (6 per person)
 - c) Mix of salads
- 2) Dessert
 - a) Biscuits
 - b) Cakes
 - c) Fruits
 - d) Cheese plate
- 3) Cold drinks
 - a) Natural and sparkling water
 - b) Juice (2 kinds)
 - c) Other beverages e.g. soft drinks
- 4) Hot drinks
 - a) Coffee including decaffeinated option
 - b) Tea (black or green tea)

All the above menu options should include vegetarian and gluten-free options when requested specifically by the EIT. Therefore, it is a prerequisite to be able to provide such options.

Considering the above mentioned information, the EIT requires from the Contractor the following defined **catering service packages**:

Type of service	Standard package	Deluxe package	VIP package
Beverages	<ul style="list-style-type: none"> - Hot drinks – 2 options (tea, coffee) - Milk, sugar, lemon, honey - Water – sparkling and still 	<ul style="list-style-type: none"> - Hot drinks – 2 options (tea, coffee) - Milk, sugar, lemon, honey - Water– sparkling and still, - Soft drinks – 3 options 	<ul style="list-style-type: none"> - Hot drinks – 2 options (coffee and tea) - Milk, sugar, lemon, honey - Water – sparkling and still, - Soft drinks – 3 options - Juice – 2 options
Meals	<ul style="list-style-type: none"> - Finger food – 2 options - Sandwiches – 2 options 	<ul style="list-style-type: none"> - Finger food – 3 options - Sandwiches – 3 options - Mix of salads – 2 options 	<ul style="list-style-type: none"> - Finger food – 4 options - Sandwiches – 4 options - Mix of salads – 3 options
Dessert	Biscuits	Biscuits Fruits	Biscuits Fruits Cakes Cheese plate

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.

The Contractor shall also provide water (natural and sparkling on an equal share) in the amount of 0,5 l per participant, for meeting(s) held in the conference / meeting room(s).

The following table lists the indicative number of meetings and related catering services per year:

Type of service	For 5-10 persons	For 11–30 persons
Standard option	20	5
Deluxe option	21	35
VIP option	5	7

1.2. Task 2: Provision of seated luncheon/dinner outside the EIT premises

The Contractor is requested to provide seated luncheon/dinner, including waiter services for appr. 5-30 people at other places than the premises of the EIT (in Budapest and in the vicinity of Budapest, e.g. Szentendre, Godollo), in restaurants etc.

Estimated duration of working lunch: 2 hours
Estimated duration of working dinner: 3 hours

The offer should include:

- (1) Two options of starter (e.g. welcome drink, finger food, vegetable appetizer, etc.)
- (2) Two options of soup,
- (3) Three options of main dish (international cuisine including one meat meal)
- (4) Two options of dessert
- (5) Non-alcoholic drink package
- (6) Alcoholic drink package

The following table lists the indicative number of seated luncheon/dinner per year:

Type of service	For 5-10 persons	For 11–30 persons
seated luncheon/dinner including waiter service	7	7

1.3. General requirements for Task 1 and 2:

a) Service requirements:

1. 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 (see point b) below)
2. The Contractor should appoint a contact person who will deal with the EIT's orders and requests. The contact person or a replacement, shall be available via phone at all times during normal working hours (Monday to Friday, from 08.00 to 17.00). The contact person shall have an intermediate knowledge of English.
3. The Contractor should ensure that environmentally friendly actions are taken with regards to the disposal of the waste.
4. The Contractor should 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 (see point 3.6).
5. 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 (see point 3.6).
6. No washing of cutleries or preparation of food at the EIT premises.

b) Order/Request for services and delivery:

Order forms:

Each time the EIT would like to request catering services, it will send at least 3 weeks before the event 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 event, the type of package, options etc).

Within the deadline as specified in the request, the Contractor should return the order form duly signed and dated.

Requests for services:

In case of specific or more complicated events, 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 event takes place.

Within the deadline specified in the request, the Contractor should submit to the EIT a duly signed and dated short offer including the description of the offered services. The parties will then sign a specific contract.

Urgency:

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

The tenderers shall indicate the unit prices for such urgent cases (see point 3.6).

Delivery:

The Contractor shall deliver the requested services at the EIT's premises.

c) Cancellation policy:

The tenderer shall present its proposal for cancellation policy for Task 1 - Task 2 (including the urgent case) separately in its tender.

1.4. Task 3: Provision of beverages

The Contractor is requested to provide the delivery of the beverages for the stock of the EIT for meetings, workshops to be held at the premises of the EIT.

The beverages needs are defined below:

- 0,5l and 1l mineral water – sparkling and still
- 0,5 l soft drinks – 3 options
- 0,33l and 1 l juice - 3 options
- 250g ground coffee (100% arabica) – 2 options
- Tea box – 5 options
- White and brown sugar sachets
- Sweetener sachets
- 0,5l Milk
- Honey sachets
- Coffee cream

The following table lists indicative number of beverages per year:

Beverage type	Quantity
0,5l and 1l mineral water – sparkling and still	250 bottles
0,5 l soft drinks – 3 options	100 bottles

0,33l and 1 l juice - 3 options	100 bottles
250g ground coffee (100% arabica) – 2 options	15 package
Tea box – 5 options	15 boxes
White and brown sugar sachets	200 sachets
Sweetener sachets	200 sachets
0,5l Milk	20 boxes
Honey sachets	100 sachets
Coffee cream	200 portions

1.5. General requirements for Task 3

a) Service requirements:

1. Timely delivery of services: The Contractor should have the necessary resources to provide beverage delivery for the date and time required by the EIT. There will not be urgent orders under Task 3 (see point b) below).
2. The Contractor should appoint a contact person that will deal with the EIT's orders. The contact person or a replacement shall be available via e-mail/phone at all times during normal working hours (Monday to Friday, from 08.00 to 17.00). The contact person shall have an intermediate knowledge of English.
3. The cost of transportation and costs of collection of equipment's, cutlery, napkins, etc. required for the service to be included in the quoted prices (see point 3.6).

b) Order and delivery:

Order forms:

Each time the EIT would like to make an order, it will send at least 3 weeks before the delivery should take place, an "order form" to the Contractor including the list of beverages to be ordered.

Within the deadline specified in the order, the Contractor should return the order form duly signed and dated.

Urgency:

No urgent cases are foreseen under Task 3.

Delivery:

The tenderer is expected to deliver at the EIT's premises the requested beverages. The delivery of services shall be ensured between 09:30 and 16:30 from Monday to Friday.

c) Cancellation policy:

The tenderer shall present its proposal for cancellation policy for Task 3 in its tender.

2. INFORMATION ON TENDERING

The present public procurement procedure – following a negotiated procedure with prior publication of a contract notice in the Official Journal – is launched in accordance with Article 135(1)(e) of the Rules of Application of the Financial Regulation.

2.1. Participation

Participation in the **first phase** of the procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties of the European Union¹, 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 agreement².

Participation in the **second phase** of this tender procedure is restricted to the invited candidates only.

2.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft framework contract (Annex VI) which specifies the rights and obligations of the Contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits. The model order form / model specific contract can be found annexed to the framework contract.

Submission of a tender implies acceptance of all the terms specified in the present tender specifications and in particular in the attached framework contract including the general conditions and the order form / specific contract.

Completing the procurement procedure does not impose on the Contracting Authority an obligation to award the framework contract or to award an order / specific contract.

The Contracting Authority shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall it be liable when deciding not to award the framework contract or order / specific contract.

As a result of the present public procurement procedure, **multiple framework contracts in cascade will be signed with the 3 best ranked tenderers, if available.**

Cascade system: If the first Contractor on the priority list established by the EIT is unavailable or in case of faulty execution of a previous order / specific contract (see suspension of services) – which does not, however, imply the termination of the Framework Contract – the order / request for service will be addressed to the second Contractor on the list.

¹ The Member States of the European Union.

² Countries of the European Economic Area which are not member of the EU (Norway, Iceland and Liechtenstein), Former Yugoslav Republic of Macedonia, Albania and Montenegro

2.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of a joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the Contracting Authority.

After the award, the Contracting Authority will sign the framework contract with the member duly authorised by the other members via a power of attorney (see Annex Ib).

2.4. Subcontracting

Subcontracting is permitted in the tender but the Contractor will retain full liability towards the Contracting Authority for the performance of the contract as a whole.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify in the tender all subcontractors.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

2.5. Duration of the services

The duration of the execution of the tasks shall not exceed **1 year**. The framework contracts 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 1 year, 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.

2.6. Volume of contract

The maximum overall volume of the framework contract for the four year period is **EUR 200.000**.

2.7 Payment terms

Each order / specific contract will specify the terms of payment: unless otherwise stated therein, each order / specific contract will follow the below payment schedule:

- **Pre-financing:**

Not applicable

- **Interim payment:**

Not applicable

- **Payment of the balance:**

The Contractor shall submit an invoice for the payment of the balance which shall be accompanied by the list of services provided in accordance with the order form / request for service.

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

- **Payment for travel and subsistence expenses (reimbursement based on supporting documents):**

Not applicable.

2.7. Content of the tender

The tenders must be presented as follows:

In phase 1:

- **Administrative part** including the:
 - o Cover letter
 - o Identification of the tenderer (see section 2.8)
 - o Evidence for exclusion criteria (see section 3.2)
 - o Evidence for selection criteria (see section 3.3)

In phase 2:

- **Technical part** including the technical offer (see section 3.4)
- **Financial part** including the financial offer (see section 3.6)

2.8. Identification of the tenderer: legal capacity and status

The tender must include a cover letter signed and dated by the legal representative of the tenderer.

The Tender`s identification form (Annex Ia) shall present the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and

the name of the single contact person in relation to this tender. If applicable, the Annex Ia must indicate the proportion of the contract to be subcontracted.

In case of a joint tender, Annex Ia shall be signed by a single tenderer duly authorised by other tenderers (with power of attorney, see Annex Ib).

Subcontractors must provide a letter of intent (see Annex Ib) stating their willingness to provide the service foreseen in the offer and in line with the present tender specifications.

In order to prove their legal capacity and their status, all tenderers must provide a signed Legal Entity Form with its supporting evidence. The form is available in Annex II or on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for the consortium members and for the subcontractors). The form is available in Annex III or on: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

3. EVALUATION AND AWARD

3.1. Evaluation

The evaluation is based on the information provided in the submitted tender. It takes place in two main phases:

A) Phase 1:

- Verification of the tenderers on the basis of the exclusion criteria
- Selection of the tenderers on the basis of the selection criteria

B) Phase 2:

Based on the results of phase 1, all the successful tenderers (minimum 3 - if available) meeting the requirements of Phase 1, will be invited in the second phase of the procurement procedure in order to submit a tender to be evaluated on the basis of the award criteria.

3.2. Exclusion criteria and evidence

Candidates or tenderers **shall be excluded from participation** in a procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a member State which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the EIB and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 109 (1) of the Financial Regulation.

Contracts **may not be awarded** to candidates or tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;

The verification of conflicting situations giving grounds for exclusion under Article 106 of the Financial Regulation concerns tenderers, consortium members and subcontractors, but also any person of the tenderer (or consortium member, subcontractor) with powers of representation, decision-making or control in relation to the tenderer (or consortium member, subcontractor).

The notion of 'conflict of interest' under the exclusion criteria will be applied in accordance with Article 57 of the Financial Regulation and Article 32 of the Rules of Application. According to Article 57, a conflict of interest exists where the impartial and objective exercise functions – in the present case, the impartial and objective implementation of the contract – is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest.

This assessment will be carried out based on all the documents and information provided, if necessary (e.g. in case of doubt), the EIT will ask for clarifications or additional information regarding the issue.

As a result, the tender that is found to be in conflict of interest shall be excluded. The tenderers shall note that having found the tenderer itself, and/or one or more consortium member(s), and/or one or more subcontractor(s) in conflict of interest will lead to the rejection of the whole offer.

- b) are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in point 3.2, for this procurement procedure.

Evidence: all tenderers (all consortium members in case of a joint offer) shall provide a declaration on their honour (see Annex IV), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in point 3.2.

The declaration on honour (Annex IV) is also required for identified subcontractors whose intended share of the contract is above 10%.

Evidence:

The Contracting Authority reserves the right to verify all information contained in the declaration on honour before signature of the contract and within a deadline given by the Contracting Authority, by requiring the supporting evidence (e.g. tax certificate, social security certificates, judicial record etc). 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 identified subcontractors whose intended share of the contract is above 10%.

3.3. Selection criteria

Tenderers must prove their economic and financial, technical and professional capacity to carry out the work subject to this call for tender.

The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor whose intended share of the contract is above 10%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

3.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must comply with the following criterion:

- The **minimum annual average turnover in the last two financial years is equal or above EUR 50.000.**

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 50.000.

The following evidence should be provided:

- Copy of the profit & loss account and the balance sheet for the last two years for which the accounts have been closed,
- Failing that, appropriate statements from banks.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The EIT reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.3.2. Technical and professional capacity criteria and evidence

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria and must submit the following evidence

	Criteria	Evidence
1)	The tenderer must have at least 3-year experience in both fields of <ul style="list-style-type: none">- catering services and- the provision and delivery of beverages.	For criterion 1): List and short description of relevant services provided in the past 3 years, with recipients, public or private.
2)	The tenderer shall be registered in a relevant professional or trade register (if required by the law of the Member State where the tenderer is established).	For criterion 2): Certificate of enrolment in a relevant professional or trade register.
3)	The tenderer shall have the necessary kitchen and transport facilities to be	For criterion 3): List and short description of

	able to provide the service as described in point 1.	catering staff and of the kitchen and transport facilities of the tenderer.
4)	The tenderer must have an appropriate team including: <ul style="list-style-type: none"> - including the catering staff with at least 5 years of professional experience (in total) related to catering services, and - the designated contact person and his replacement shall have an intermediate knowledge of English. 	For criterion 4): The curricula vitae of the team members including information on the professional experience (and language knowledge of the persons who will be designated as contact person and his replacement). Each CV provided should indicate the intended function in the service provision.

3.4. Technical offer

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to meet the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

The technical offer shall have two parts:

- **Part I of the technical offer: General description of the services** (Task 1, Task 2, Task 3) described in point 2.
- **Part II of the technical offer: Example of a specific offer** for providing the catering services with the following requirements:
 - Task 1: Provision of catering services for "Event 1":
 - Provision of tea, coffee and mineral water (still and sparkling) for the coffee breaks during the event:
 - Twice at 10:00 and at 15:30,
 - Max. 30 participants,
 - The event takes place at the EIT premises
 - Provision of light lunch including beverages for "Event 1"
 - Deluxe package,
 - Max. 30 participants,
 - The lunch should be provided at the EIT premises
 - Task 2: Provision of catering services for "Event 2":
 - Working lunch
 - Max. 30 participants
 - In a restaurant in the city centre of Budapest
 - Working dinner
 - Max. 30 participants
 - In a restaurant in the vicinity
 - Task 3: Order for the following beverages (for the stock of the EIT)
 - 20 l mineral water (1 l, sparkling),

- 10 l juice (1 l),
- 10 boxes of tea,
- 1000 g coffee,
- 200 sachets of white sugar,
- 100 sachet of sweetener,
- 10 l milk,
- 100 sachets of honey,
- 200 pieces of coffee cream.

3.5. Award criteria

The tender will be awarded according to the best value for money procedure. The quality of the tender will be evaluated based on the following criteria.

Criteria	Weighting
Part I of the technical offer: Quality of the description of the procedure to be followed by the tenderer <ul style="list-style-type: none"> - to reply to an order / request for service of the Contracting Authority, - to organise and provide the required catering services. 	30
Part I of the technical offer: Quality of the description of how the tenderer intends to implement the contract (contract management, team and time management, monitoring, cancellation policy)	30
Part I of the technical offer: Quality of the description of the measures to be taken by the tenderer to ensure that the requested food and beverage are of the required variety (e. g. requests for vegetarian and gluten-free options) and ensuring freshness of food and beverages	15
Part II of the technical offer: Quality of the example specific offer concerning the provision of catering services of an example event. Under this award criterion, the following issues will be assessed in particular: <ul style="list-style-type: none"> - recognised quality and variety of the proposed menus for "Event 1" and "Event 2", - location of the proposed restaurant, - whether the tenderer is proposing English speaking waiters. 	25
TOTAL	100

Tenders must score minimum 60% for each criterion and minimum 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

3.6. Financial offer

The prices must be presented in the standard format of Annex V, each page shall be signed and dated by the tenderer.

Annex V consists of two parts:

- **Part I:** the **fixed unit prices** (also for urgent situations) for the services described in point 1 of the tender specifications shall constitute the future contractual basis for the specific contracts/orders. **These fixed unit prices shall include all costs**, in particular:
 - Staff costs (salaries and all the additional costs such as social security charges, taxes),
 - Costs of transportation and the costs for the collection of equipment, cutlery, napkins, etc.,
 - All the costs of the necessary kitchen equipment, cutlery and tableware, catering stations, table cloths,
 - All the other administrative costs (contract management, quality control etc.),
 - Including the travel and subsistence expenses to meet the Contracting Authority (in exceptional cases): Travel and subsistence expenses are not reimbursable separately.

The unit prices shall be indicated per task, per person, per package and for the urgent case too. In line with point 1, the tenderers are requested to add options for the catering services.

For Task 2, please include unit prices for at least 3 restaurants in Budapest and at least 2 restaurants in the vicinity of Budapest.

No items in Annex V may be omitted, however, tenderers may attach continuation sheets to include additional unit prices or other useful information which they consider useful to substantiate the quality of the tender.

During the implementation of the framework contract, these fixed unit costs shall be applied and additional costs may not be invoiced.

- **Part II: Price for the example specific offer** where the total amount will be taken into account in order to determine the 3 most economically advantageous tenders (= **price for the evaluation purposes**).

The financial offer for Part II should include the price for Task 1, Task 2 and Task 3 (as defined in point 3.4) per person and the total price for 30 persons.

For Part II, tenderers should not attach additional prices or elements other than those in Annex V.

The prices indicated in the two parts of the financial offer must be consistent and based on the same unit prices. The tenderer offering abnormally low prices for the evaluation (Part II) and considerably high unit prices for Part I will be requested to provide clarifications: its acceptability will be decided by the Evaluation Committee in line with the rules and principles of the Financial Regulation.

The prices for the tender must be quoted in EUR. Tenderers from countries outside the euro zone have to quote their prices in EUR. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Institute of Innovation and Technology is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of the VAT may be shown separately.

3.7. Financial evaluation

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering the best value for money.

The price that will be taken into account for the award will be the "Total price for Task 1 + Task 2 + Task 3" as indicated in Part II of Annex V.

Only the tender(s) that reach the technical quality thresholds as mentioned in 3.5 above, will be subject to the price assessment.

Evaluation of the "best value for money" tender:

In order to determine the best value for money tender for the award of the framework contracts, the quality/price ratio of 60/40 will be applied in the following way:

Score for tender X = lowest price/price of tender X * 40 + total quality score of tender X/100 * 60

The framework contracts will be awarded to the 3 best ranked tenderers achieving the highest scores.

ANNEXES

The following documents are provided to the tenderers:

Phase 1:

- Invitation to tenderers
- Contract notice
- Tender specifications (for reference)
 - o Annex Ia: Tenders` identification form
 - o Annex Ib: Power of attorney (in case of a consortium) / Letter of intent (in case of subcontracting)
 - o Annex II: Legal entity form for private entities/public entities/natural persons
 - o Annex III: Financial identification form
 - o Annex IV: Declaration on honour

Phase 2:

- Invitation to candidates
- Tender specifications
 - o Annex V: Financial offer form
 - o Annex VI: Draft framework contract and annexes