



Schola Europaea
European School Bergen

Public Procurement No 2022-01

FOR THE EXPLOITATION OF THE CANTEEN AND

THE PROVISION OF CATERING SERVICES

TENDER

Part 1 — Administrative provisions

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1. SCOPE AND DEFINITION OF THE CALL FOR TENDERS

1.1. Contracting authority

This invitation to tender is launched and managed by the European School of Bergen located in Molenweidjtje 5, 1862 BC Bergen NH, hereinafter referred to as the **contracting authority** in the context of this invitation to tender.

Contact person: Nicolas Gérard, ber-procurement@eursc.eu

1.2. Subject matter of the contract and description of the service

This invitation to tender concerns the commercial operation of the canteen and the provision of catering services for the European School of Bergen.

The contract of the canteen operator consists of preparing afternoon meals for young people aged 3 to 18 (approximately 500), and the staff of the contracting authority (approximately 100). These services are provided on all school days as defined in documents available on the school's website, <https://www.esbergen.eu/holidays-calendar-2/>. This assignment will be performed by the contractor in the context of a concession agreement.

The catering services are provided within a framework agreement and order the contracting authority with an order form. Catering services can be ordered in the period starting one week before the first school day, and up to one week after the last school day. The contracting authority will also use the catering services at the festivities around the 60th anniversary of the European School Bergen in 2023.

This invitation to tender includes the maintenance and disinfection of the kitchen and the cleaning of the dining area, tables and chairs. Finally, it includes the supervision and training of kitchen and service staff.

In this procurement, the **contracting authority** shall seek an inclusive, healthy and sustainable approach at the most economically advantageous prices. More information can be found in *Part 2: Technical provisions*.

1.3. Plots

This invitation to tender is not divided into lots. In view of the foregoing reasons, the Client has deliberately and deliberately not applied any division into plots.

Organisational consequences/risks: Merging management, maintenance and operation ensures the most efficient working method. By spending separately, significant additional transaction and interface management costs occur. From the Client, it is desirable to have a single point of contact. The present method of merging entails significantly fewer organisational burdens for the Client during the term of the agreement. The organisational consequences and risks for the company are not expected to be smaller if the contracts are tendered separately.

Uniformity: A uniform appearance and experience can only be achieved by a single assignment. The degree of coherence is given.

1.4. Description of the technical specifications

The services and supplies covered by this invitation to tender, including any minimum requirements, are specified in *Part 2: Technical provisions*.

1.5. Variants

Free variants (alternatives to the standard solution described in the specifications) are not allowed. The contracting authority will disregard the variants described in a tender.

No required or permitted variants shall be formulated by the contracting authority.

1.6. Options

Free options are not allowed.

No required or permitted options are formulated by the contracting authority.

1.7. Insurance

The contractor is obliged to take out insurance so that it is at least insured for the work and amounts described in these specifications.

The contractor shall take all measures (such as taking out insurance) to cover its staff against the risks to which it is exposed in the performance of the contract.

The contractor shall regularly pay the premiums for this insurance and shall, by 1 April of each year and within 15 calendar days of the express request of the contracting authority, provide written evidence that it is in order in this respect.

The contractor declares that he has taken note of the applicable rules on fire, health and safety and of all internal directives of the institution, and undertakes to follow and communicate them to his staff. In particular as regards fire prevention and fire control, the service provider should be able to apply the evacuation plan at any time, in particular by assuming responsibility for appropriate training of staff.

1.8. Place of performance

1.8.1. General

The services are provided at the European School Bergen, Molenweidjtje 5, 1862 BC Bergen (North Holland).

On a proposal from the Dutch government, the Board of Governors of the European Schools decided to move the European School Bergen to Alkmaar (neighborhood Alkmaar-Noord). On the date of writing, the date of relocation is not determined. However, there is little chance that the relocation will take place during the term of the concession and framework agreement.

The contracting authority reserves the right to terminate the contract operating the canteen and the provision of catering services as a result of this move, or to change the place of performance of the contract to the new location during the duration of the contract.

1.8.2. Access to the school

Security measures have been taken on the school grounds. Anyone wishing to enter the site must report in advance to the security at the entrance. The contractor shall draw up a list of the staff to whom it wishes to grant access. The school will provide them with an entry pass for free, which staff members must bear during their attendance at the school grounds.

The premises are accessible on all working days. Guards are present from 7:15 am to 6:30 pm.

Deliveries must be made outside the busy periods. On the date of writing, the busy periods are:

- 08:30-09:00
- 13:15-14:00
- 16:15-16:45

Under no circumstances will the contracting authority's staff receive supplies for the service provider.

1.8.3. Location description and mandatory visit

The community kitchen covers an area of 74 m², with

- An issue desk with 3 refrigerating furniture, heat bridge and cash register
- A sink kitchen
- 3 freezers and 2 refrigerators
- 4 burner gas stove, 3 frying pans, 3 ovens and a microwave

There is a storage room of 22 m², with desk, PC and 2 chairs, a water softener, boiler, 3 shelves, a cupboard, a fridge and a freezer.

The dining room covers an area of 274 m², with 36 tables and 144 chairs. The number of tables and chairs may vary.

The contractor and his staff shall have access to the toilets free of charge.

The contracting authority shall organise an on-site visit for the candidate tenderers as indicated in the invitation to tender. This visit is **mandatory**. Tenders from tenderers who did not participate in this visit will be rejected. The tenderer shall attach a certificate of the visit to the tender. For reasons of transparency and equal treatment, the answers to any questions raised during the visit, together with the other documents of this tender procedure, will be published on the Internet <https://www.esbergen.eu/procurements/>.

The candidate tenderer shall receive a certificate of on-the-spot visit from the contracting authority. By attaching the certificate of the on-the-spot visit to his tender, the tenderer declares that he has taken note of the school's infrastructure and its final character.

The infrastructure is final. The school will not purchase, rent or otherwise make available any additional material.

1.8.4. Remarks

Pupils and staff (teaching or working) on site shall have access to the dining room without any obligation to eat prepared hot or cold meals in the school canteen.

This means that the contracting authority does not guarantee any order quantity and cannot be held responsible for any deviations in consumption. All the quantities indicated in the tender specifications are therefore likely to be quantities.

1.9. Operating Documents

During the first month of operation, the contractor must submit the following set of documents to the contracting authority for approval. Where necessary, these documents shall be adapted to the wishes of the contracting authority.

- The list of staff
- The list of suppliers, including the following information
 - o A copy of the contract for the take back of used fat
 - o Name, address and registration number of each supplier
 - o Quality systems and approval by the NAVW
 - o Information on microbiological analyses
 - o Information on preventive measures
 - o Procedures in case of complaints and obligation to provide information
 - o Certificates and any quality labels
- A HACCP document for the canteen, including:
 - o Company standards (critical points, preventive measures, etc.)
 - o A flow diagram of the products, by type of product
 - o A table showing potential hazards, precautions, critical limits, control procedures and their frequency, corrective measures and recording of results by product type
 - o A model for HACCP control documents
 - o A model for monthly internal hygiene checks
- The Maintenance Plan
- Disinfection plan with information on the products used
- A copy of the microbiological analysis contract and the contact details of the approved microbiological analysis laboratory designated by the service provider
- A copy of the contract for the prevention of pests (pesticides and rodents)
- An inventory list with all the equipment available in dining room, kitchen and elsewhere in the school.

If necessary, these documents will be renewed during the performance of the contract.

Any change to one of the aforementioned documents during the execution of the assignment shall be submitted by the Contractor to the Contractor.

1.10. Nature of the Agreement

The procedure leads to a concession contract for the operation of the canteen and a framework agreement for the provision of catering services.

The contracts shall lay down all the conditions for the provision of services, the supply of goods or the execution of works from the outset. After signature, these contracts can be executed directly without further contract procedures.

A framework agreement provides for a scheme for future repeat purchases by the contracting authority, which will be awarded in the form of specific contracts. When a framework agreement is signed, the contracting authority is not obliged to conclude specific agreements with a party to the framework agreement.

The framework contract shall be concluded with a contractor. Specific contracts shall be awarded under the terms of the Framework Agreement, which have been further elaborated or supplemented in duly justified cases due to the special circumstances of the Specific Agreement.

☞ Tenderers must fully comply with the provisions of the draft contract as it establishes and regulates the contractual relationships between the contracting authority and the contractor. Particular attention should be paid to the provisions on the rights and obligations of the contractor, and in particular the provisions on payments, performance of the agreement, confidentiality and controls and audits.

1.11. Scope and value of the agreement

The estimated total amount of all purchases under this contract is **EUR 420,000** and has been calculated as follows:

Running canteen	EUR 95.000
Catering General	<u>EUR 8,500</u>
	EUR 103,500 per year
	x 4 (max. duration of this assignment in number of years)
	EUR 414.000
Catering 60 years ESB	<u>EUR 6.000 in 2023</u>
	EUR 420,000

These are mere estimates, which are in no way binding on the exact quantities to be ordered. In terms of running the canteen, the actual quantities depend on the orders made by the school's pupils and staff. As regards catering services, the actual quantities shall depend on the quantities ordered by the contracting authority under specific order forms.

The maximum amount of EUR 420,000 can be increased with a reserve of 20 % for price indexing and unforeseen needs. The maximum amount including this reserve is EUR 504.000, of which EUR 17.400 can be placed under the framework catering services agreement.

1.12. Duration of the Agreement

The contracts resulting from the award of this contract shall have a maximum duration of 48 months, in accordance with Article 2.140 of the Procurement Act. The duration of the initial agreements and the possibilities to extend them shall be specified in the draft agreements.

2. GENERAL INFORMATION ON THE CALL FOR TENDERS

2.1. Applicable laws and regulations

This invitation to tender is covered 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)¹.
- the Public Procurement Act 2012, Official Gazette 2012, 542, as last amended by Decree of 24 June 2016 (Official Gazette 2016, 242), laying down rules on procedures for awarding tenders for works, supplies and services, is intended to implement Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014.

The contracting authority has decided to award the contract resulting from this invitation to tender in accordance with an open procedure, in accordance with Article 164(1)(a) of the Financial Regulation and 2.26 of the Procurement Act.

In an open procedure, any interested economic operator (any natural or legal person offering products or services or performing works) may submit a tender.

The procurement procedure shall be carried out digitally through the electronic procurement platform.

The contracting authority recommends that tenderers verify that their own undertaking is indeed correctly registered in the electronic procurement platform well before the deadline for submitting a notification. The right person should also be authorised to submit a digital registration on behalf of the organisation. If this is not the case, it is not possible to tender for this invitation to tender. Tenderers must start with electronic tenders well in advance in order to avoid delays, such as due to an internet failure. These delays are at the expense and risk of the tenderer. If the electronic procurement platform has a failure of more than 15 minutes in the last 2 hours before the end of the registration period and the tenderer is unable to submit the tender in due time, tenderer must notify it immediately by e-mail to ber-procurement@eursc.eu. In addition, tenderers should contact the e-procurement platform's helpdesk on the malfunction. The indication of the failure of the electronic procurement platform shall determine the decision of the contracting authority to extend the registration period if necessary.

For the sake of order, tenderers are informed that a tender has only been submitted after it has been placed in the vault, the transaction code has been entered and the tenderer has received the confirmation from TenderNed.

In order to reduce the administrative burden on businesses, the 2012 Procurement Act, as last amended and published in the Official Gazette on 30 June 2016, contains the legally required use of the Uniform European Procurement Document (UEA). The European Single Procurement Document should be completed in full and validly signed under penalty of exclusion. Tenderers

¹Regulation (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 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1).

must attach the European Single Procurement Document in the tender in accordance with the checklist set out in Annex A.

Adobe Reader is free to download via the following link: <http://get.adobe.com/nl/reader/>

2.2. Planning of the procurement procedure

Publication	1 March 2023
Visit	28 March 2023
Submission of questions by candidate tenderers	up to 18 April 2023 at 16h00
Publication of the note of information	up to 19 April 2023
Deadline and time for submission of tenders	30 April 2023 at 16h00
Opening of the safe with registrations	2 May 2023 at 9h30
Publication of award decision	5 May 2023
Final award/conclusion of contracts	26 May 2023

2.3. Rules on access to tenders

Participation in this invitation to tender shall be open to all natural and legal persons established in the European Union on equal terms.

In order to enable the contracting authority to control access, each tenderer must have its country of establishment (in the case of a joint tender: indicate the country of establishment of each member of the group) in *Annex 1.1* and provide, at the request of the contracting authority, the supporting documents normally accepted in accordance with the legislation of that country or countries. The same (same) document(s) may be used to prove the country(s) of establishment and the sign authority(s) as referred to in section 4.3 below.

Register e-procurement platform TenderNed

Tenderers must register with TenderNed. More information about working with TenderNed can be found in the brochure:

<https://www.tenderned.nl/cms/sites/default/files/2019/01/Handleiding%20voor%20onderne-lingen-08januari2019.pdf>

Registration of companies based in the Netherlands on TenderNed is only possible by means of E-recognition. The contracting authority therefore strongly recommends that tenderers apply for E-recognition in good time. Applying for E-Recognition can take a few days to weeks. You may not be able to register without E-recognition. The timely application for E-recognition is at the expense and risk of the tenderer. For further information inzake E-recognition see: www.eerkenning.nl.

2.4. Procedure for submitting a tender

Economic operators may submit a tender individually, but also as a group of tenderers. In both cases, subcontracting is permitted.

In order to 3.2 meet the selection criteria under point, the tenderer may rely on the capacity of subcontractors or other entities (not subcontractors).

In the event of recourse to a third party, part II C of the UEA must be completed by the tenderer and the third party which is called upon must complete and validly sign the UEA, Part IIA and B. The legally valid signature of the third party must be traceable from the extract(s) Chamber of Commerce (add to the registration). The third party to which the tenderer relies must also state that it is not in (one of) the situations referred to in Articles 2.86 and 2.87 Tendering Act 2012 (by completing Part III of the European Single Procurement Document). Finally, the third party must validly sign the 'Declaration on third-party/subcontracting' set out in Annex D to the present Procurement Guideline, since a condition for recourse to a third party is to demonstrate to the tenderer that it can actually have the resources of that third party necessary for the performance of that invitation to tender.

The role of each entity involved in a bid (hereinafter referred to as "*entity concerned*") shall be clearly defined: individual tenderer, member of a group or leader of a group, subcontractor or entity on which the tenderer relies to meet the selection criteria². This obligation also applies where *the entities concerned* belong to the same group of undertakings.

Registration must be validly signed. This is the case if the Uniform European Procurement Document (UEA) has been signed by an official who, according to the extract of the Commercial Register (in the Netherlands: Chamber of Commerce) is authorised to enter into obligations on behalf of the tenderer as requested by the contracting authority in this invitation to tender. This means that the person or persons signing the registration must be registered in the commercial register as persons authorised to represent the company and that the power of representation of that person/persons should reach at least the value of the contract.

The verification of legally valid signature shall be carried out by checking the "Uniform European Procurement Document" on the basis of the extract from the commercial register of the tenderer's Chamber of Commerce. If more than one person is only jointly authorised to draw, all persons concerned must sign the European Single Procurement Document jointly.

2.5. Joint tenders

A joint tender is a tender submitted by a group (with or without legal personality) of economic operators, regardless of the relationship between them. The group as a whole shall be considered as a tenderer³.

² Such an entity shall not be considered a subcontractor; see point 2.4.3.

³For the purposes of this document, *tenderers* shall mean both individual tenderers and groups of economic operators submitting a joint tender.

All members of the group shall be jointly and severally liable vis-à-vis the contracting authority for the performance of the contract as a whole.

The members of the group shall designate a *leader* as the contact person who may act on their behalf when submitting their tender and in all relevant matters, requests for explanations, notifications, etc. that they may receive during the evaluation and award, up to and including the signing of the contract.

In the case of a joint tender, the questionnaire on the joint tender and the model proxy set out in *Annex 1.2* must be completed in full and submitted together with the tender.

The joint tender shall clearly specify the role and tasks of each member and of the group *leader*, who will act as a contact point for the contracting authority for the administrative or financial aspects of the contract and operational management. The *leader of the group shall have full* authority to enter into commitments on behalf of the group and each of its members during the term of the agreement. If the joint tender is selected, the contracting authority shall sign the contract together with the leader of the group, who has been authorised by the other members to sign it on their behalf on the basis of the power of attorney drawn up in accordance with the model set out in *Annex 1.2*.

Any change in the composition of the group during the procurement procedure (after the closing date for submission of tenders and before the signature of the contract) results in rejection of the tender, except in the case of merger or acquisition of a member of the group (legal succession under general title), provided that the new entity has access to the tender (see paragraph 2.3 above) and is not excluded (see section 3.1 below).

In any case, the group must always meet the selection criteria and the conditions of the tender initially submitted may not be substantially modified. All tasks entrusted to the old entity must therefore be taken over by the new entity within the combination. As a result of the amendment, the tender may not be contrary to the tender specifications and the evaluation of the award criteria of the tender originally submitted may not be amended.

2.6. Subcontracting

In the event of subcontracting, the contractor enters into legal obligations with other economic operators who will perform part of the contract on his behalf. The Contractor shall remain fully liable to the *contracting authority* for the performance of the contract as a whole.

The following shall not be considered as subcontracting:

- a) The hiring of workers posted to the contractor by another undertaking belonging to the same group and established in a Member State ('posting within a group' within the meaning of Article 1(3)(b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Employing workers posted to the contractor by a temporary agency or home undertaking established in a Member State ('posting of workers' within the meaning of Article 1(3)(c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Employing workers temporarily employed by an undertaking established outside the territory of a Member State and belonging to the same group ('temporary intra-group transfer' within the meaning of Article 3(b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the context of an intra-corporate transfer](#)).

- d) Employing non-contracted personnel (“self-employed persons working for the contractor”) to perform essentially the same tasks as workers with a contract of employment (“employees”), without the tasks of the self-employed persons being specific and clearly defined parts of the contract.
- e) The contractor’s engagement of suppliers and/or carriers for the performance of the contract at the place of performance, unless the economic activities of the suppliers and/or transport services are covered by this invitation to tender (see *Part 2: Technical provisions*).
- f) The performance of part of the contract by the members of an EEIG (European Economic Interest Grouping), where the EEIG is itself a contractor or member of the group.

The persons referred to in points (a), (b), (c) and (d) shall be considered as “staff” of the Contractor within the meaning of the contract.

All tasks specified in the contract may be subcontracted unless the *Technical Specifications* explicitly stipulate that some critical tasks may be performed only by the self-employed tenderer or, in the case of a joint tender, by a member of the group.

In the case of subcontracting, the questionnaire on subcontracting and the model of the written commitment set out in *Annex 1.3* must be completed in full and submitted together with the tender.

When completing the form set out in *Annex 1.3*, tenderers must provide an indication of the part of the contract they intend to subcontract and provide a detailed specification and brief description of the contractual roles/tasks envisaged by the subcontractors meeting at least one of the following conditions (hereinafter referred to as ‘*subcontractors specified*’):

- subcontractors whose capacity the tenderer relies on to comply with the selection criteria set out in paragraph 3.2;
- subcontractors whose known individual share of the contract at the time of registration exceeds 20 %.

These subcontractors must provide the tenderer with a letter of undertaking drawn up in accordance with the model set out in *Annex 1.3* and signed by their authorised representative.

Any changes relating to a subcontractor specified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the closing date for submission of tenders and before the signature of the contract) shall require prior written consent from the *contracting authority*. It should check whether:

- the possible new subcontractor is not in an exclusion situation;
- the tenderer continues to meet the selection criteria and, where appropriate, whether the new subcontractor meets the selection criteria applicable to him individually;
- the terms of the tender initially submitted are not substantially altered, i.e. that all the tasks entrusted to the former subcontractor are taken over by another entity concerned, or the amended tender is still in line with the specifications and whether the assessment of the award criteria of the tender initially submitted does not change.

Subcontracting to subcontractors indicated in a tender accepted by the *contracting authority* which has resulted in a contract shall be deemed to be authorised.

2.7. Exchange of information and asking questions

The exchange of information referred to in Article 3(1) of the Procurement Decision shall be carried out exclusively through the publication platform. It is not permitted to obtain information other than those described above from the contracting authority on this procurement. The approach of officials other than the said contact person, with the apparent purpose of (inappropriate) influence on the procurement procedure, may result in exclusion. It is not permitted throughout the tendering procedure to contact other officials than the contact person concerned with regard to this call for tenders.

Candidates may ask questions up to 10 calendar days before opening. The contact person will answer the questions using an FAQ, which he or she will share on TenderNed. He will publish these answers as soon as possible.

3. EVALUATION OF TENDERS AND AWARD OF THE CONTRACT

In the assessment of tenders satisfying the tender conditions:

- Verification of the tenderer's access to the call for tenders (see paragraph 2.3);
- Verify that the tender meets the administrative requirements (is drawn up in one of the official languages of the EU and is signed by one or more duly authorised representatives of the tenderer);
- Verify that tenderers are not excluded on the basis of one of the exclusion criteria;
- Tenderers shall be selected on the basis of the selection criteria;
- Verify that the minimum requirements of the specifications are met;
- Tenders shall be assessed against the award criteria for the contract.

The contracting authority shall assess the above in the order most appropriate to it. If the assessment of one or more points shows that there are grounds for rejection, the tender will be rejected and will not be fully assessed again. Unsuccessful tenderers will be informed of the reason for their rejection, but no announcements will be made regarding the unassessed content of the tender. For the award of the contract, only tenderers who, after examination, do not appear to be covered by any ground for exclusion shall be eligible.

The assessment shall be carried out on the basis of the information and supporting documents provided in the tender and, where appropriate, on the basis of additional information and supporting documents provided during the procedure at the request of the contracting authority.

For the purposes of assessing the exclusion and selection criteria, the contracting authority may also use publicly available information, in particular relevant data from a national database to which it has access free of charge.

3.1. Exclusion criteria

The exclusion criteria make it possible to determine whether the tenderer is in one of the situations described in Article 136(1) of the Financial Regulation as well as in Articles 2.86 and 2.87 of the Procurement Act.

In accordance with Article 57(1) and (4) of Directive 2014/24/EU, the exclusion grounds set out in the UEA apply, see Section III A and B for the mandatory exclusion grounds and Part III C for the indicated optional exclusion grounds. Tenderers may not be in any of the circumstances set out in the European Single Procurement Document. In the case of registration as a joint venture, the above applies to each member of the grouping. Contracting authority reserves the right to make use of the provisions of Article 2.88 Tenderswet. If such a situation as referred to in Article 2.88(b) or (c) is the subject of the tenderer's reasons in the UEA. In the case of tenders, tenderers submit 'UEA'. Only after a request to do so, the supporting documents below must be submitted.

In order to prove that he is not excluded, each tenderer must attach to his tender a declaration of honour drawn up in accordance with the model set out in *Annex 2*. This declaration shall be signed by an authorised representative of the entity providing the declaration.

The documents referred to in the declaration of honour as evidence must be provided upon request and if necessary for the proper conduct of the procedure within a time limit set by the contracting authority⁴.

The contracting authority may have the information provided by the tenderer in the context of this tender procedure checked for accuracy and completeness. The provision of incorrect information, commitments that cannot be fulfilled and/or the incorrect completion of the forms can be regarded by the client as making a false declaration as referred to in Art. 2.87 Tendering Act. The requested information should therefore be provided carefully.

NB: where supporting documents are requested, this does not mean that the tenderer has been selected.

3.2. Selection criteria

The selection criteria make it possible to assess the legal, regulatory, economic, financial and technical capacity of the tenderer to perform the contract.

The selection criteria for this call for tenders, including the minimum suitability, the basis for the assessment and the required supporting documents, are detailed in the following paragraphs.

Tenders submitted which do not meet the minimum requirements shall be rejected.

When submitting their tender, each tenderer declares on his honour that he meets the selection criteria of the invitation to tender. For this purpose, he shall use the model for the declaration on honour set out in *Annex 2*.

In the first instance, on the basis of the declarations provided, tenderers will be assessed as to whether tenderers meet the selection criteria.

The following points specify the supporting documents for the selection criteria to be added to the tender.⁵ The selection criteria apply to all members of the consortium and/or identified subcontractors (combined capacity of all members and/or identified subcontractors).

3.2.1. Legal and legal suitability

Tenderers are not required to demonstrate their legal and legal suitability to perform the contract.

⁴ The obligation to provide supporting documents shall expire:

- where the contracting authority can consult the relevant data free of charge in a national database; in that case, the economic operator shall provide the contracting authority with the internet address of the database and, if necessary, the login details necessary to download the document;
- if it is physically impossible to provide such evidence.

⁵ The obligation to provide documentary evidence lapses where the contracting authority can request the relevant data free of charge from a national database for which the economic operator provides the contracting authority with the internet address and, if necessary, the login details for downloading the document.

3.2.2. Economic and financial suitability

Tenderers must meet the following selection criteria to prove that they are economically and financially fit to perform the contract.

Criterion F1	
Minimum suitability	An average annual turnover over the two most recent financial years of more than EUR 100.000.
Basis of assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the joint suitability of all the <i>entities concerned</i> .
Supporting documents	A copy of the profit and loss account and balance sheet of the two most recent financial years for which the financial statements of each of the <i>entities concerned</i> have been closed or, if they are missing, relevant statements by their banks. The most recent financial year must be closed in the last 18 months.

Criterion F2	
Tenderers must demonstrate that they are adequately covered for professional risks	
Minimum suitability	Tenderers undertake to take out liability insurance after delivery for a minimum amount of EUR 250.000 per claim and per insurance year, covering personal injury, property and consequential damage together. Tenderers undertake to renew or extend this insurance contract during the performance of the contract. They provide proof of coverage every year.
Basis of assessment	This criterion applies to the tenderer as a whole, i.e. to the combined capacities of all the entities concerned.
Supporting documents	At the time of submission of the tender: Undertaking to take out insurance if the contract is awarded. At the time of signature of the contract: a copy of the insurance policies for civil liability and professional risks and the amounts insured.

3.2.3. Technical and professional suitability

Tenderers must meet the following selection criteria to prove that they are technically and professionally fit to perform the contract.

Criterion T1	
The tenderer must have a dedicated manager.	
Minimum suitability	A manager, responsible for the contract, who maintains contact with the representative of the contracting authority. He/she shall have the necessary knowledge and experience to be responsible for the supervision, management and performance of the contract and its proper performance: at least 3 years of experience in contract management.
Basis of assessment	This criterion applies to the tenderer as a whole.
Supporting documents	The CV of the manager who will be responsible for the supervision, management and performance of the contract.

Criterion T2	
The tenderer must demonstrate that he has experience in sustainable and healthy nutrition for communities of children aged 3 to 18.	
Minimum suitability	At least 1 similar project (i.e. providing canteen services with healthy and sustainable meals in communities for children aged 3 to 18 years) carried out in the five years preceding the deadline for submission of tenders, with a minimum value for this project of EUR 50,000
Basis of assessment	This criterion applies to the tenderer as a whole, i.e. to the joint suitability of all the <i>entities concerned</i> .
Supporting documents	The list of projects meeting the minimum capacity level. The start and end dates of these projects, their total value and size, their role and the amount invoiced must be indicated. The contracting authority may request declarations from the contracting authorities as evidence for each project reference and contact the contracting authorities.

Proof of all technical and professional competences must be attached to the tender for each lot.

3.3. Compliance with the minimum requirements of the tender specifications

By submitting a tender, the tenderer undertakes, in the performance of the contract, to comply fully with the conditions set out in the tender documents in this invitation to tender. In particular, tenderers are reminded of the minimum requirements set out in Part 2 of these specifications and that tenders must comply with the relevant obligations in the fields of data protection, environment, social law and labour law under Union law, national law, collective agreements or international agreements in the field of environment, social security and employment as listed in Annex X to Directive 2014/24/EU.

The minimum requirements must be complied with throughout the duration of the agreement. Compliance with these requirements is mandatory and in this respect assumptions, restrictions, conditions or reservations are not permitted by the tenderer.

⚠Tenders that do not meet the applicable minimum requirements will be rejected.

3.4. Award criteria

On the basis of the award criteria, the contracting authority shall assess the tenders and select the most economically advantageous tender.

Tenders shall be assessed on the basis of the following award criteria and their weighting.

Award criteria	Weighting
Criterion 1: price	50 %
Criterion 2: quality	50 %

The contracting authority shall award the contract to the most economically advantageous tender under the regular and compliant tenders, taking into account:

3.4.1. Price — 50 %

The evaluation will take into account the total price of the tender that meets all the requirements of the tender specifications.

The current contract is based on a price list. Only the unit prices of the services are fixed. The price to be paid is obtained by multiplying the unit prices by the quantity of services provided.

The prices indicated in the tender are all-in prices excluding value added tax, which must include all costs for the performance of the services requested. The prices shall include in particular

- the purchase and delivery of food and products necessary for the execution of the mission
- the preparation of meals and their operation
- the costs needed to meet nutritional needs
- personnel costs, charges and taxes
- depreciation of equipment and costs of repair and maintenance of equipment
- the cost of cleaning and disinfecting the kitchen
- the cost of cleaning the dining room
- this list is not exhaustive.

Price of meals

Prices are multiplied by their correction factor (P_{min}/P_i). Tenderers with the lowest price will receive the maximum points for this criterion (50/50). The score of the other bidders is obtained by applying the following arithmetic formula (two decimal places):

$$\text{Number of Points} = 50 \times (P_{min}/P_i)$$

where:

P_{min} = the sum of unit prices in the price list in Annex 4, submitted by the tenderer with the lowest sum of unit prices (in euros).

“ P_i ” = the sum of unit prices in the price list set out in Annex 4 of the individual tender (in euros).

The application of the above mathematical formula seeks to self-regulate the prices of each tenderer as a whole (application of the correction factor for each unit price to determine the sum of the prices). In such a way that tenderers applying prices on the basis of their staff in order to achieve purely mercant profit margins are compensated directly on the basis of the prices of the rest of the tenderers. In this way, it is expected that tenderers will not make unit bids that are disproportionate or distort the reality of the market. This will ensure that tenders are the most competitive in terms of quality and price for the provision of a service in schools.

Tenders whose value, obtained by multiplying the sum of the prices offered by the correction factor, is less than 90 % of the average of the amounts of tenders submitted and accepted, will be considered disproportionate.

It is recommended to offer a regularly varied, healthy, attractive lunch (roll and water) for EUR 3.50.

3.4.2. Quality — 50 %

The quality of the tender will be assessed on the basis of the following criteria:

Criterion 1 — Use of fresh and seasonal products — 15 points

The more the tenderer undertakes to use fresh (first range) and/or seasonal vegetables, the better he will score. He may explain this in detail in his offer.

Criterion 2 — Information actions on sustainable food and taste — 10 points

Information actions on sustainable food and taste to which tenderers can commit themselves will also be taken into account. Possible proposals for information to parents and staff, through regular communication campaigns to inform parents/apprentices about the practices applied can be explained.

Criterion 3 — Additional measures taken with regard to the effects on the environment — 10 points

Tenderers may also propose additional measures taken in relation to environmental impacts (bio-certification or action in this direction; measures to reduce food waste and waste; composting or biomethanisation).

Criterion 4 — Offering in line with existing dietary preferences — 15 points

For the assessment of inclusive measures, the tenderer shall provide a plan setting out the measures envisaged to meet the existing dietary preferences. Dietary preferences consist at least of those resulting from medical reasons (e.g. allergies and intolerances), ethical considerations (vegetarian, plant), or philosophical beliefs (e.g. certain types of meat).

Assessment scale and comments for information:

Rating scales	Reviews	Weighting
Excellent	<i>Satisfies in all respects and to more than sufficient extent the aspects assessed and in several respects exceeds the desired characteristics</i>	80-100 %
Enough	<i>Meets the assessed aspects in all respects and exceeds the desired characteristics.</i>	50-79 %
Not enough	<i>Satisfies moderately with the assessed aspects and minimally exceeds the desired characteristics.</i>	20-49 %
Unacceptable	<i>Does not meet the assessed aspects in some respects and does not achieve the desired characteristics in some respects.</i>	0-19 %

3.5. Award of the contract (ranking of tenders)

Tenders are ranked on the basis of the total number of points obtained according to their ratio between price and quality.

Before awarding the contract, the contracting authority shall first simultaneously disclose to all tenderers the intention to award the contract to which it intends to award the contract (the so-called communication of the proposed award as referred to in Article 2.130 Tendering Act). This award decision will be communicated through the platform. Tenderers who do not make use of a possible objection to the award to another tenderer during the period of objection have rejected their rights other than those of the tenderer.

The notification of the proposed award may not derive any rights in favour of tenderers from whom it has been taken; this does not imply acceptance as referred to in Article 6:217 paragraph 1 of the Dutch Civil Code.

Only after the expiry of the period for objection, in so far as no interim measures have been brought against the proposed award, the contracting authority will award (finally) the award.

♣The contract will be awarded to the highest ranked tender meeting the requirements of the specifications and submitted by a tenderer who has access to the invitation to tender, is not in an exclusion situation and meets the selection criteria.

4. FORM AND CONTENT OF THE TENDER

4.1. Form of registration

Tenders must be submitted in accordance with the specifications set out in the tender specifications.

👉 Make sure you prepare and submit your tender in time so that it arrives with us before the final date of receipt of tenders. Registrations that arrive after this date will not be held back.

4.2. Content of the tender

The documents to be sent to tender are set out in *Annex 1*.

The technical and financial parts shall meet the following requirements:

- *Technical part*

The technical part shall contain all the information necessary to assess compliance with the requirements of the technical provisions set out in Part 2 of these specifications and the award criteria.

Tenders that do not meet the minimum requirements or do not meet all requirements can therefore be rejected and assessed no further.

- *Financial part or price list*

The full financial details of the tender. For this purpose, the *price schedule (Annex 4)* must be completed and duly signed.

In case of price differences between the different documents, only the amount from the price list is taken into account.

In the event of errors in the total amount, the unit price shall be retained.

The financial part:

- shall be expressed in euros, using 2 decimal places. Tenderers from non-euro area countries must indicate their prices in euro. The quoted price may not be revised on the basis of changing exchange rates. The tenderer bears all the risks arising from fluctuations in exchange rates; any benefits will benefit the tenderer.
- is exclusive of all duties, taxes and other charges and therefore also exempt from VAT. Tenderers may indicate the amount of VAT separately.

👉 The European Schools are exempt from these costs. The exemption is granted by the governments of the Member States to the European Schools.

4.3. Signatures

Where a document is to be signed, the signature should be handwritten, or as a qualified electronic signature or advanced electronic signature based on a qualified certificate within the meaning of [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market](#).

All documents must be signed by the signatories (in the case of natural persons) or by their duly authorised representatives.

Where the following documents are signed by representatives, tenderers must demonstrate the power to sign:

- The call for tender report;
- The tenderer's declaration of honour (in the case of a joint tender, the declarations of honour of all members of the group);
- (Where applicable — in the case of a joint tender) the power of attorney(s) drawn up in accordance with the model set out in *Annex 1.2*.

The power of attorney to sign on behalf of the signatories (in the case of powers of attorney including the arrangements for authorisations) must be evidenced by appropriate documentary evidence (copy of the notice of appointment of those who [jointly or separately] are authorised to represent the legal person when signing the agreements or a copy of the publication of such appointment if the law applicable to the signatories requires such publication or power of attorney). A document from a national database to which the contracting authority has access free of charge does not need to be attached if the full internet address and, where applicable, the login details necessary to download the document are provided to the contracting authority.

4.4. Confidentiality of registrations

Once the contracting authority has opened a tender, it shall become its property and shall be treated confidentially, subject to the following conditions:

- For the purpose of assessing the tender and, where appropriate, the performance of the contract, audits, comparative assessments, etc., the contracting authority shall be empowered to make the tender available (in part) to its staff and staff of other Union institutions, agencies and bodies, as well as to other persons and entities working for or with the contracting authority, including in particular contractors or subcontractors and their staff, provided that they are subject to a duty of professional secrecy.
- Upon signature of the award decision for the contract, tenderers whose tenders have been received in accordance with the tendering rules, who have access to the invitation to tender, shall not be considered excluded within the meaning of Article 136(1) of the Financial Regulation, have not been rejected on the basis of Article 141 of the Financial Regulation, whose tender has been found to be in conformity with the tender specifications and who have notified requests in writing of the name of the tenderer to whom the contract has been awarded, the characteristics and relative advantages of the successful tender and the price of the tender and/or the contract amount. The contracting authority may decide not to disclose certain information which it considers to be confidential, in particular where its publication would prejudice legitimate commercial interests of economic operators or distort fair competition between them. This information may include, but not limited to,

confidential aspects of the tenders, including the individual prices indicated in the financial part and technical or trade secrets⁶.

- The contracting authority may make the tender submitted public in the context of a request for public access to documents, or in other cases where publication of the tender is required under the applicable law. Unless there is an overriding public interest in disclosure⁷, the contracting authority may refuse to grant full access to the tender submitted by removing (where applicable) the parts containing confidential information the disclosure of which would undermine the protection of the tenderer's commercial interests and in particular its intellectual property.

¶ The contracting authority shall not take into account general statements that the tender as a whole or important parts of it contains confidential information. Tenderers must clearly indicate the information they consider confidential and explain why it should not be disclosed. The contracting authority reserves the right to assess for itself whether information contained in the tender is confidential.

⁶ For the definition of a 'trade secret', reference is made to 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.

⁷ See Article 4(2) of Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

5. PROCESSING OF PERSONAL DATA

All personal data included in the registration, including execution or related, will 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.

Tenderers and other persons whose personal data are processed by the controller in the context of this contract shall have as data subjects specific rights under Regulation (EU) 2016/679, including in particular the right to access, rectify and erase their personal data and the right to restrict the processing or, where appropriate, to object to the processing or the right to data portability.

If the tenderer or any other person whose personal data are processed in the context of this contract has questions about the processing of his personal data, he or she must contact the controller: ber-director@eursc.eu.

They may also contact the data protection officer of the controller (ber-dpo-correspondent@eursc.eu). They shall have the right to object at any time to the European Data Protection Supervisor.

Further details of the processing of personal data may be requested from the controller.

6. CONDITIONS OF A SOCIAL NATURE

The contractor is obliged to ensure that women and men working in equivalent professional categories/groups in the context of this invitation to tender receive the same pay. For the purpose of the verification, the contractor must provide the contracting authority with a declaration of the information necessary to verify this conformity upon request. Failure to comply with this obligation for two consecutive months may result in penalties and/or termination of the contract.

APPENDICES

Annex 1. List of documents to be sent with the tender or submitted during the procedure



Schola Europaea

European School Bergen

Public EQUIPMENT No 2022-01

FOR THE EXPLOITATION OF THE CANTEEN AND

THE PROVISION OF CATERING SERVICES

ANNEX 1: CHECKLIST FOR THE DOCUMENTS TO BE COMPLETED AND SENT WITH THE TENDER OR TO BE SUBMITTED AT A LATER DATE DURING THE PROCEDURE

The documents and information listed in the tables below *should always* be submitted.

In each checklist, the number of the document concerned must be entered in each box of the column 'Reference to documents sent', as well as the page of the tender where the required document is located, unless otherwise specified.

I — TENDERER'S DETAILS, JOINT BIDS AND SUBCONTRACTING

The Uniform European Procurement Document (UEA) is the standard form applied in the Netherlands to tenders both above and below the European procurement threshold. The form can be found by the applicant here

<https://www.pianoo.nl/nl/regelgeving/uniform-europees-aanbestedingsdocument/interactieve-pdf-uea>

		Reference to documents sent along with the tender
1.	Information document “Legal identity” (if applicable, for all members of the group) (See Annex 1.1 to this document)	See Document No... on page... of the tender submitted
2.	If applicable: Questionnaire on joint tenders (accompanied by Agreement/Power of Force) (See Annex 1.2 to this document)	See the documents with the N°... on page... of the tender submitted

3.	If applicable: Subcontracting questionnaire (if applicable, for each subcontractor accompanied by a letter of intent or existing agreement) (see Annex 1.3 to this document). In the case of subcontracting, the tenderer must indicate the name, contact details, company name and legal form of the subcontractor(s). The tenderer shall remain responsible for the subcontracted parts of the contract.	See Document No... on page... of the tender submitted
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II — EXCLUSION CRITERIA

		Reference to documents sent
4.	Declaration on honour concerning the exclusion and selection criteria (completely completed and signed) (if applicable, for all members of the group) (See Annex 2 of the Tender Specifications)	See Document No... on page... of the tender submitted
5.	A recent statement of conduct or, in the absence thereof, a recent equivalent document issued by a judicial or administrative authority in the country in which the person concerned is established demonstrating compliance with these requirements	See Document No... on page... of the tender submitted
6.	Recent declarations from the competent authorities of the country concerned are required. If they are missing: Documents showing that all taxes, levies and social contributions due by the person concerned have been paid, including VAT, income tax (natural persons only), corporation tax (legal persons only) and social security contributions.	See Document No... on page... of the tender submitted

III — SELECTION CRITERIA

		Reference to documents sent
7.	Declaration on honour concerning the exclusion and selection criteria (completely completed and signed) (if applicable, for all members of the group) (See Annex 2 of the Tender Specifications)	See Document No... on page... of the tender submitted

a) Legal and legal suitability

		Reference to documents sent
8.	A copy of a document proving the legal form or, failing that, a recent equivalent document issued by a competent judicial or administrative authority;	See Document No... on page... of the tender submitted
9.	For legal persons, a legible copy of the instrument of appointment of those authorised to represent the tenderer vis-à-vis third parties and in legal proceedings, or a copy of the publication of that instrument of appointment, where the legislation applicable to the legal person concerned requires such publication; any delegation of this authorisation to another representative not mentioned in the official instrument of appointment must be declared.	See Document No... on page... of the tender submitted

b) Economic and financial suitability

		Reference to documents sent
10.	A copy of the profit and loss account and balance sheet of the two most recent financial years for which the financial statements of each of the entities concerned have been closed or, if they are missing, relevant statements by their banks. The most recent financial year must be closed in the last 18 months. These documents show that the average result before tax is positive. If, for justified reasons, the tenderer is unable to submit these documents, he must attach a statement on the annual result before tax for the last two years. Where the profit and loss account or statement shows that the average result over the last two years has been negative, the tenderer must provide any other document demonstrating his financial and economic suitability, including an appropriate guarantee from a third party (e.g. the parent company or a banking institution).	See Document No... on page... of the tender submitted
11.	Commitment to take out insurance if the contract is awarded, or a copy of the insurance policies for civil liability and professional risks and the amounts insured.	See Document No... on page... of the tender submitted

c) Technical and professional suitability

		Reference to documents sent
12.	The curriculum vitae of the manager who will be responsible for the supervision, management and performance of the contract.	See Document No... on page... of the tender submitted
13.	The list of 3 projects meeting the minimum capacity level. The start and end dates of these projects, their total value and size, their role and the amount invoiced must be indicated.	See Document No... on page... of the tender submitted

IV COMPLIANCE OF THE TENDER WITH THE MINIMUM TECHNICAL PROVISIONS

a) Minimum technical provisions

		Reference to documents sent
14.	Tenderers must meet all the minimum requirements set out in the technical part of the procurement documents. Annex 3(a) to be completed	‘Annex 3’ to be transferred with the tender

15.	Certificate of the on-site visit signed by both Parties: tenderers must submit the certificate of the on-the-spot visit presented to him during his on-the-spot visit together with his tender.	See Document No... on page... of the tender submitted
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V-AWARD CRITERIA

a) Quality of the tender

Annex 3(b) is to be completed.

b) Price of the tender

		Reference to documents sent
16.	Price list /financial registration form. See Annex 4 to the specifications. An excel sheet can be filled in for the operation of the canteen and one for the catering services	See Document No... on page... of the tender submitted

SIGNATURE OF THE TENDERER AND DATE

I declare/We declare that the information provided in the tender is correct and complete on the date indicated below.

I understand/We understand that the provision of incorrect data may lead to the exclusion of the tenderer.

I declare/We declare that it will notify the contracting authority without delay of any changes or additions to the information provided in the tender to this invitation to tender.

Signature: _____

Name: _____

Date: _____

Annex 1.1. Details of the tenderer

DETAILS OF THE TENDERER

This form must be completed correctly and in full by the tenderer and, where appropriate, by all members of a group of tenderers. In the case of a combination, the person authorised to sign the agreement and the contact person should be specified only for the leader of the group.

Details of the tenderer, acting in the capacity of:

- ☐ Individual tenderers
- ☐ A member of the group; please indicate: authorised representative (leader of the group) or proxy:

Company data	Reply
Full official name of the tenderer:	
Official legal form:	
Country of registration:	
Tenderer's address of establishment:	
Legal registration number:	
VAT number:	
Competent(s) for signing the contract (name, first name and function): <i>Indicate whether this person(s) is independent or jointly authorised to sign.</i>	
Contact person(s) designated for this invitation to tender (name, first name and function, telephone number, fax number, address, e-mail) (In case of a combination only for the leader of the combination)	

Annex 1.2. Joint tenders

QUESTIONNAIRE JOINT TENDERS

To be completed in the case of a joint tender by a group of tenderers.

1. Indicate the name of the company authorised by the group of tenderers (leader):

2. Indicate the names of the proxy issuers (the other undertakings) participating in the joint and several tenders:

NB: These undertakings must provide the data form (see above), the declaration on honour on the exclusion criteria and, where appropriate, the documents necessary for the assessment of economic and financial suitability and/or technical suitability.

3. If a group or similar entity has already been established, indicate its name and legal form and provide any other information and documents relevant in this regard:

4. Send an Agreement/Power of attorney drawn up in accordance with the model below and signed by the legal representatives of all partners for the joint and several registration, in particular:

- **declare that all participants in the joint tender are jointly and severally liable for the performance of the contract;**
- **one of the participants in the joint tender (the leader) is authorised to represent the other parties for the purposes of signing and managing the agreement.**

Agreement/Power of Power — Model

***(APPOINTMENT OF ONE OF THE COMPANIES AS LEADER OF THE GROUP AND
PLENIPOTENTIARY)***

The undersigned:

— Signatory 1 *(name, function, company, business address, VAT number)*

— Signatory 2 *(name, function, company, business address, VAT number)*

—

— Signatory N *(name, function, company, business address, VAT number)*,

acting lawfully on behalf of their company,

EXPLAIN:

- 1) That all members of the group as co-signatories to the Agreement:
 - Be jointly and severally liable to the European Schools and the BSGES for the performance of the contract;
 - Comply with the terms and conditions of the agreement and ensure the proper performance of their respective share of the supplies and/or services.
- 3) To this end, the members of the group appoint company **X** as leader.
[NOTE: the leader must be one of the members of the group.]
- 4) The European Schools and the BSGES shall make their payments for services rendered to the bank account of the leader of the group.
[Insert name and address of the bank, account number, etc.].
- 5) The members of the group shall grant the leader all the necessary powers to act on their behalf in connection with the services. This power of attorney shall include, in particular, the following tasks:
 - The leader of the group shall sign all contract documents, including the framework agreement, the specific agreements and their appendices, and draw up all invoices on behalf of the members of the group;
 - The leader shall act as the single point of contact for the European Schools and the BSGES as regards the additional services to be provided under the Agreement. It shall coordinate the performance of the services provided by the members of the group for the European Schools and the BSGES and shall ensure the proper implementation of the Agreement.

Amendments to this Agreement/voting rights must in all cases be expressly approved by the European Schools and the BSGES.

This agreement/power of attorney shall terminate when the members of the group no longer have any obligation in respect of the services to be provided under the contract vis-à-vis the European

Schools and the BSGEE. Premature termination of the agreement by the parties is only possible with the agreement of the European Schools and the BSGES.

Signed at....., on.....

Name		Name	
Function		Function	
Company		Company	
Name		Name	
Function		Function	
Company		Company	

Annex 1.3. Subcontracting

SUBCONTRACTING QUESTIONNAIRE

1. Do you intend to engage subcontractors? Yes No

If yes, please fill in the following points:

2. Part of the assignment you will outsource:

3. List of subcontractors:

4. Reasons for subcontracting and role, activities and responsibilities of subcontractors:

Fill in the form below for each subcontractor and send a letter of intent from the subcontractor or an existing contract (see Article II.5 of the specifications).

<u>Reasons for subcontracting and role, activities and responsibilities of subcontractors:</u>

Name of subcontractor:

Official legal form:

Country of registration:

Legal registration number:

Full official address:

Contact person:

Phone number:

Reasons for outsourcing:

Role, activities and responsibility of the subcontractor:

Volume or share of subcontracting:

NB: the tenderer shall remain responsible for the part of the contract being subcontracted.

The European Schools and the BSGES reserve the right to check the legal situation and the economic, financial and technical suitability of any subcontractors before signing the contract if the subcontractors are indicated in the tender or following a request for subcontracting during the duration of the contract. If the above documents are not provided, subcontracting cannot be permitted.

Date, stamp and signature of the tenderer:

Annex 2. Declaration on honour on exclusion and selection criteria

Where the following declaration and the uniform European Procurement Document (UAE) overlap, the tenderer should refer to the exact heading of the UAE in the declaration below.

<https://www.pianoo.nl/nl/regelgeving/uniform-europees-aanbestedingsdocument/interactieve-pdf-uea>

Declaration on honour on exclusion and selection criteria

I, the undersigned *[name of the signatory of this form]*:

<i>(only natural persons:)</i> declares on their own behalf	<i>(only legal persons:)</i> declares on behalf of the following legal person:
Number of ID card or passport: ("the person concerned")	Full official name: Official legal form: Legal registration number: Full official address: VAT number: ("the person concerned")

The person concerned is not required to provide the declaration of exclusion criteria where it has already been submitted for the purposes of another award procedure of the same contracting authority⁸, provided that the situation has not changed and has not elapsed more than one year since the date of issue of the certificate.

In that case, the signatory declares that the person concerned has already issued the same declaration of exclusion criteria in the context of a previous procedure and confirms that the situation of the person concerned has not changed since then.

Date of declaration	Full reference of the previous procedure

⁸ Same school.

I — Exclusion situation in which the data subject is

(1) that the above data subject is in one of the following situations:	YES	NO
(a) he is bankrupt or subject to insolvency or winding-up proceedings, his assets are managed by a liquidator or a court, he has an arrangement with creditors, his business has been suspended or he is in another comparable situation as a result of similar proceedings under Union or national law;	☐	☐
(b) it has been established by a final judicial decision or a final administrative decision that it is in breach of its obligations, in accordance with the applicable law, to pay taxes or social security contributions;	☐	☐
(c) it has been established by a final judicial decision or final administrative decision that he has committed a serious professional misconduct by violating the applicable laws, regulations or ethical standards of the profession to which he belongs, or by having engaged in unlawful conduct affecting his professional credibility where such conduct is vitiated by intent or gross negligence, including in particular:		
fraudulently or negligently making false statements with regard to the information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or undertaking;	☐	☐
the conclusion of an agreement with other persons for the purpose of distorting competition;	☐	☐
infringement of intellectual property rights;	☐	☐
attempting to influence the decision-making of the competent contracting authority during the award procedure;	☐	☐
attempting to obtain confidential information which may give him undue advantage in the award procedure;	☐	☐
(d) a final judgment found that he was guilty of one of the following facts:		
fraud within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the Protection of the European Communities' Financial Interests, adopted by the Council Act of 26 July 1995;	☐	☐
corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or of the Member States of the European Union, established by Council Act of 26 May 1997 or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA or corruption as defined in other applicable rules;	☐	☐
conduct relating to a criminal organisation as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	☐	☐
terrorist offences or offences related to terrorist activities within the meaning of Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or incitement to, abetting or attempting to commit such crime or offence, as referred to in Article 4 of that Decision;	☐	☐

child labour or other offences relating to trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	☐	☐
(e) the person concerned has significantly failed to fulfil important obligations in the performance of a contract or undertaking financed from the Union budget, which has resulted in premature termination of the contract or undertaking or the imposition of damages or other contractual penalties, or has been identified following reviews and audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	☐	☐
(f) it has been established by a final judicial decision or a final administrative decision that it has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	☐	☐
(g) a final judicial decision or final administrative decision has determined that it has set up an entity in another jurisdiction with the intention of circumventing fiscal, social or any other legal obligations in the jurisdiction where the registered office, central administration or principal place of business is established.	☐	☐
(h) (<i>for legal persons only</i>) it has been established in a final judgment or final administrative decision that the legal person has been constituted for the purpose set out in point (g);	☐	☐
(i) The cases described in points (c) to (h) above include in particular: i. facts established in the context of audits or investigations by the European Public Prosecutor's Office after it has been established, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other test, audit or verification carried out under the responsibility of an EU institution, a European body or an EU agency or body; ii. non-final judgments or administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for verifying the application of standards of professional ethics; iii. facts set out in decisions of persons and entities implementing Union funds; iv. information transmitted by Member States implementing Union funds; v. Commission decisions on infringement of Union competition law or of a national competent authority concerning the infringement of Union competition law or national competition law; or vi. exclusion decisions taken by an authorising officer of an EU institution, a European organisation, an EU agency or a body.	☐	☐

II — Exclusion situations for natural or legal persons having powers of representation, decision-making or control over the legal person and ultimate beneficiaries

Not applicable to natural persons, Member States and local authorities

(2) a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person	YES	NO	Not applicable
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or who has powers of representation, decision-making or control over that legal person (e.g. directors of undertakings, members of management or supervisory bodies and natural or legal persons holding a majority of shares on an individual basis), or a beneficial owner of the person [as defined in Article 3(6) of Directive (EU) 2015/849], is in one of the following situations:			
The situation referred to in point (c) above (serious professional misconduct)	☐	☐	☐
The situation referred to in point (d) above (fraud, corruption or other criminal offence)	☐	☐	☐
The situation referred to in point (e) above (serious shortcomings in the performance of a contract)	☐	☐	☐
The situation referred to in point (f) above (irregularity)	☐	☐	☐
The situation referred to in point (g) above (foundation of an entity with the intention of circumventing legal obligations)	☐	☐	☐
The situation referred to in point (h) above (establishing a legal person with the intention of circumventing legal obligations)	☐	☐	☐
The situation referred to in point (i) above	☐	☐	☐

III — Exclusion situations for natural or legal persons who are fully liable for the legal person's debts

(3) that a natural or legal person who has unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	Not applicable
The situation referred to in point (a) above (insolvency)	☐	☐	☐
The situation referred to in point (b) above (failure to fulfil the obligation to pay social security contributions)	☐	☐	☐

IV — grounds for rejection of the present proceedings

(4) that the above-mentioned data subject:	YES	NO
was previously involved in the preparation of the procurement documents used in this tendering procedure if this led to an infringement of the principle of equal treatment, including distortions of competition which cannot be remedied in any other way.	☐	☐

V — Corrective measures

If the person concerned declares that he is in one of the aforementioned exclusion situations, he must indicate the measures taken to remove the ground for exclusion and thus demonstrate his reliability. This may include, for example, technical, organisational and personnel-related measures to prevent recurrence, to compensate for damage or to pay fines or taxes or social security contributions. The relevant documents supporting the corrective measures should be attached to this declaration. This provision shall not apply to the cases referred to in point (d) of this declaration.

VI — Documents on request

Within the time limit set by the contracting authority, the data subject shall, upon request, provide information on the natural and legal persons who are members of the administrative, management or supervisory body or who have powers of representation, decision-making or control, including the natural and legal persons forming part of the ownership and control structure and the beneficial owners.

It shall also provide the following supporting documents relating to the person concerned and the natural or legal persons whom he intends to use, subcontractors, and natural or legal persons who are fully liable for the debts of the person:

- For the cases referred to in points (a), (c), (d), (f), (g) and (h), a recent extract from the criminal record/declaration of conduct shall be required or, failing that, an equivalent recent document issued by a judicial or administrative authority in the country of establishment of the person concerned demonstrating compliance with the requirements.
- For the cases referred to in point (b), recent declarations from the competent authorities of the country concerned shall be required. Those documents must show that all taxes, levies and social contributions owed by the person concerned, including VAT, income tax (only natural persons), corporation tax (legal persons only) and social security contributions have been paid. If one of the documents referred to above is not issued in the country concerned, it may be replaced by a sworn declaration before a judicial authority or a notary, or, failing that, a solemn declaration before an administrative authority or a competent professional body of the country of establishment.

The person concerned is not required to provide evidence which has already been submitted in the context of another award procedure of the same contracting authority⁹. The documents may have been issued no more than one year before the date on which the contracting authority requests the documents and must still be valid on that date.

The signatory declares that the person concerned has already provided the supporting documents in the context of an earlier procedure and confirms that his situation has not changed since:

Document	Full reference of the previous procedure
<i>Add as many rules as necessary.</i>	

VII — Selection criteria

(1) declares that the aforementioned person satisfies the selection criteria which apply to him personally, as provided for in the tender specifications, and in particular	YES	NO	Not applicable
(a) the person concerned is legally and legally fit to carry out the professional activity necessary to perform the contract in accordance with the specifications;	☐	☐	☐
(b) the person concerned meets the relevant economic and financial criteria set out in the tender specifications; i.c. an average annual turnover of more than EUR 100.000	☐	☐	☐

⁹ Same school.

(c) the person concerned meets the relevant economic and financial criteria set out in the tender specifications; i.c. adequate cover against occupational risks	☐	☐	☐
(d) the person concerned fulfils the relevant technical and professional criteria set out in the tender specifications; i.c. appointing one manager with a minimum of 3 years of experience	☐	☐	☐
(e) the person concerned fulfils the relevant technical and professional criteria set out in the tender specifications; i.c. 1 similar project carried out in the three previous years, with a minimum value of EUR 50.000	☐	☐	☐

(2) if the person concerned is an individual tenderer or leader in a joint tender : explains that:	YES	NO	Not applicable
(f) the tenderer (including all members of the group in a joint tender and any subcontractors) fulfils all selection criteria for which an overall assessment is carried out in accordance with the tender specifications.	☐	☐	☐

VIII — Evidence for selection

I, the undersigned, declare that the above-mentioned person can, upon request, provide without delay the necessary supporting documents listed in the relevant sections of the specifications and are not available in electronic form.

The person concerned shall not be obliged to provide the supporting documents if they have already been submitted in the context of another procurement procedure of the same contracting authority.¹⁰ The documents may have been issued no more than one year before the date on which the contracting authority requests the documents and must still be valid on that date.

The signatory declares that the person concerned has already provided the supporting documents in the context of an earlier procedure and confirms that his situation has not changed since:

Document	Full reference of the previous procedure
Add as many rules as necessary.	

The above-mentioned person must immediately inform the contracting authority of any change in the declared situation.

¹⁰ Same school.

The above-mentioned person may be excluded from the present proceedings and subject to an administrative penalty (exclusion or financial penalty) if it appears that incorrect statements have been made or incorrect information has been provided in order to participate in the present proceedings.

Name and first names

Date of birth

Signature

Annex 3. Quality of the tender



Office of the General Secretariat of
the European Schools

OPEN PROCEDURE NO 2022-01

OPERATION OF THE CANTEEN AND CATERING SERVICES

ANNEX 3: QUALITY OF THE TENDER

Please fill in the attached table by indicating your proposal in this document for each criterion and/or by referring to one or more annexes to be sent with the tender.

The technical quality shall be assessed solely on the basis of the information provided.

Tenderer's details:

[Name and company name]

[Name of the legal representative]

[Country of registration]

[Full official address]

a) Compliance of the tender with the minimum provisions

No .	Compliance of the tender with the minimum provisions
1	Hygiene of food — Have an independent inspector who checks the site twice a year for hygiene requirements, — The tenderer is responsible for the organisation of the work and the safety of his staff on the site. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
2	Safety and risk management — have a “HACCP” — “Hazard Analysis and Critical Control Point” plan. — FSSC 22000 or equivalent The contractor adheres to the general safety and risk prevention rules laid down in the protocols in force within the school. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
3	Taste Education — tasty raw materials whose nutritional and organoleptic properties are respected by using appropriate cooking methods — information actions on sustainable food and taste to which tenderer can commit (cf. award criterion 2). Presentation of the food: the meals must be of high quality and well presented to appeal to the target audience. For all age groups, it is recommended to vary the colours on the plate, and to use contemporary presentation forms for certain preparations (wraps, etc.). <i>[Please fill in the table for the criterion — This criterion will be assessed on the basis of the information provided in the table]</i>
4	Sustainability The contractor offers sustainable meals with an eye for fresh, organic seasonal vegetables, the ecological footprint and fair trade. The tenderer shall describe how he wishes to comply with this. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>

5	<i>Supply and quantity of meals</i> The offer meets the needs of - Weight - Meal plan (varied) and - Nutritional value (balanced). The tenderer describes typical menus for a week. This includes starter, main course, dessert. It preferably contains organic food and seasonal vegetables. The menu is as inclusive as possible (vegetarian, vegetable, allergen, philosophy). The tenderer shall add a notice on seasonal fruits and vegetables. Present the technical sheets containing the nutritional assessment of the dishes proposed on the menu. The nutritional assessment will include: — An analysis of the recipes used (foods used, quantities, cooking techniques, etc.); — A qualitative analysis of the menus (frequency, variety, etc.); — A quantitative analysis of the menus according to the age groups concerned (see specifications) <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
6	<i>Beverages</i> <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
7	<i>Quality and origin of food products</i> organic farming, fish species, seasonal vegetables, fruit, chocolate, etc. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
8	<i>Communication</i> The tenderer shall show how he indicates the main reasons and the other communications requested, including the annual notice to the parents. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
9	<i>Emergency menus</i> As part of the contingency plan, the contractor must provide a menu that can be distributed to the school community in the event of a lockdown. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>

9	<i>Additional catering services</i> The tenderer shall indicate how to answer this question. <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
10	<i>Organigram and manager</i> <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
11	<i>Compliance with applicable social regulations</i> The contractor demonstrates that he is complying with the regulations <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
12	<i>Language</i> <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
13	<i>Reports</i> - Guests can have breakfast in the restaurant every morning. - In case of inspection or renewal: all certificates and/or inspection reports relating to the contract. - A full list of menus <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
16	<i>Information to parents, pupils and staff</i> <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>
17	<i>Waste management</i> <i>[Please fill in the requested information for the criterion — This criterion will be assessed on the basis of the information provided]</i>

b) Award of the tender — quality criteria

N	Award of the tender — quality criteria	Maximum score
1	Criterion 1 — Use of fresh and seasonal products The more the tenderer undertakes to use fresh (first range) and/or seasonal vegetables, the better he will score. He may explain this in detail in his offer. <i>Reply/page of the registration</i> 	15
2	Criterion 2 — Information actions on sustainable food and taste Information actions on sustainable food and taste to which tenderers can commit themselves will also be taken into account. Possible proposals for information to parents and staff, through regular communication campaigns to inform parents/apprentices about the practices applied can be explained. <i>Reply/page of the tender</i>..... 	10
3	Criterion 3 — Additional measures taken with regard to the effects on the environment Tenderers may also propose additional measures taken in relation to environmental impacts (bio-certification or action in this direction; measures to reduce food waste and waste; composting or biomethanisation). <i>Reply/page of the tender</i>..... 	10
4	Criterion 4 — Offering in line with existing dietary preferences For the assessment of inclusive measures, the tenderer shall provide a plan setting out the measures envisaged to meet the existing dietary preferences. Dietary preferences consist at least of those resulting from medical reasons (e.g. allergies and intolerances), ethical considerations (vegetarian, plant), or philosophical beliefs (e.g. certain types of meat). <i>Reply/page of the tender</i>..... 	15

	Maximum total number of points	50
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Date:

Name and signature of the tenderer's authorised representative:

Any annex(s):

- ...
- ...

Annex 4. Financial part



European School Bergen

OPEN PROCEDURE NO 2022-01

OPERATION OF THE CANTEEN AND CATERING SERVICES

ANNEX 4: PRICE LIST

The financial part shall be assessed solely on the basis of the information provided.

Menumaaltijden					
nr	Beschrijving	Eenheidsprij s excl. BTW	BTW	Totaal	Opmerkingen
Maaltijden kleuterschool					
1	Soep (normaal)		%	#VALUE!	
2	Hoofdgerecht "mini", optie veggie of plant-based		%	#VALUE!	
3	Dessert (fruit, etc.)		%	#VALUE!	
	totaal compleet menu kleuterschool	- €	%	#VALUE!	
4	Menu (bestaande uit de 3 gerechten)		%	#VALUE!	
Maaltijden primair onderwijs					
5	Soep (normaal)		%	#VALUE!	
6	Hoofdgerecht "mini", optie veggie of plant-based		%	#VALUE!	
7	Dessert (fruit, etc.)		%	#VALUE!	
	totaal compleet menu PO	- €	%	#VALUE!	
8	Menu (bestaande uit de 3 gerechten)		%	#VALUE!	
Maaltijden voortgezet onderwijs					
9	Soep (normaal)		%	#VALUE!	
10	Hoofdgerecht "normaal", optie veggie of plant-based		%	#VALUE!	
11	Dessert (fruit, etc.)		%	#VALUE!	
	Subtotaal compleet menu VO	- €	%	#VALUE!	
12	Menu (bestaande uit de 3 gerechten)		%	#VALUE!	
TOTAAL 3 MAALTIJDEN		- €			

Uitgiftebalie - lunch bar, salad bar, broodjesbar en snacks					
cat.	Beschrijving	Eenheidsprij s excl. BTW	BTW	Totaal	Opmerkingen
Belegde broodjes (diversiteit aan brood te voorzien)					
	Belegd broodje 175g		%	#VALUE!	
	inclusief (hypoallergenisch,...)		%	#VALUE!	
	Belegde halve baguette 250g		%	#VALUE!	
	inclusief (hypoallergenisch,...)		%	#VALUE!	
	Wrap		%	#VALUE!	
	inclusief (hypoallergenisch,...)		%	#VALUE!	
	Bagel		%	#VALUE!	
	inclusief (hypoallergenisch,...)		%	#VALUE!	
Diversen					
	Gemengde sla - mini		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
	Gemengde sla - normaal		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
	Koude schotel - mini		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
	Koude schotel - normaal		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
Zuivel					
	Yoghurt 125g		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
	Verse kaas met vruchten 125g		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
	Milkshake (aardbei, banaan)		...%	€ ,000	
	inclusief (hypoallergenisch,...)				
Warme dranken					
	Koffie		...%	€ ,000	
	Warme chocolademelk		...%	€ ,000	
	Thee		...%	€ ,000	
Koude dranken					
	Bruiswater		...%	€ ,000	
	Versgeperst fruitsap 0,25l		...%	€ ,000	
	Smoothie (fraise, banane)		...%	€ ,000	
Vers fruit					
	Sinaasappel, appel, peer, banaan...		...%	€ ,000	
	Fruitsla		...%	€ ,000	
TOTAAL UITGIFTEBALIE		- €			

Tenderers must complete the price list by determining the unit price (column C). Technical details are included under “Remarks” (column F).

The tenderer shall indicate the unit price up to 2 digits after the comma.

Read and reviewed as regards unit prices and totals added to the tender as an annex.

Done at..... On the date of.....

Name, first name:

Signature:

Tenderer's details:

[*Name and company name*]

[*Name of the legal representative*]

[*Country of registration*]

[*Full official address*]

Any annex(s):

- ...
- ...