



**CELIM - ONLUS**

*Sede legale:* Piazza Fontana 2, 20122 Milano

*Sede operativa:* Via Donatello 5 B c/o Fondazione Avsi, 20131 Milano

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## CONTRACT NOTICE

### CALL FOR TENDER: GENERAL INFORMATION

#### I.1) Name and address Contracting Authority

**Official name:** CENTRO LAICI ITALIANI PER LE MISSIONI CE.L.I.M. ONLUS

**AID** 012590/01/8

**C.F.** 80202830156

**SDI:** 0000000

**Postal address:** PIAZZA FONTANA 2

**Town:** Milan, Italy

**Postal Code:** 20122

**E-mail:** celimilano@postecert.it

**Internet address:** www.celim.it

#### II.1.1) Title:

FRAMEWORK CONTRACT/CATERING

#### II.1.2) Type of contract

Supplies

#### II.1.3) Short description of the contract

The FRAMEWORK CONTRACT/CATERING is intended for the supply of food and beverages for the whole duration of the project, divided in three different lots, one in the municipality of Beirut, one in Hasbaya and one in Chebaa. The figures shown in the tender documents are to be intended as estimations. Therefore, the contracting authority is not obliged to purchase all the items indicated in the offer nor to spend the full amount shown in the aforementioned documents. The possibility to pay by bank transfer is an essential requirement for the contract authority.

#### II.1.4) Estimated total value

Value including VAT: Maximum 18.720 USD (LOT 1 - 2,020; LOT 2 - 8,350; LOT 3 – 8,350)

Currency: USD

#### IV.1.1.) Type of Procedure

Framework Contract

#### II.1.6) Information about lots

This contract is divided into lots:

LOT 1 - Beirut

LOT 2 – Hasbaya

LOT 3 - Chebaa



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Tenders may be submitted for all lots.

## **CALL FOR TENDER: INFORMATION PER LOT**

### **II.2) Description**

Framework Contract/Catering

#### **LOT 1 - Beirut**

The present contract is intended for the supply food and beverages supply, including catering services as cutlery, table services, delivery, and setting and clearing of the dining spaces in Beirut for an estimated value of maximum 2,020 USD (including VAT).

#### **LOT 2 - Hasbaya**

The present contract is intended for the supply food and beverages supply, including catering services as cutlery, table services, delivery, and setting and clearing of the dining spaces in Hasbaya and nearby Municipalities for an estimated value of maximum 8,350 USD (including VAT).

#### **LOT 3 - Chebaa**

The present contract is intended for the supply food and beverages supply, including catering services as cutlery, table services, delivery, and setting and clearing of the dining spaces in Chebaa and nearby Municipalities for an estimated value of maximum 8,350 USD (including VAT).

### **II.2.2) Reference codes**

#### **LOT 1 - Beirut**

CATERING\_CELIM\_AID012590/01/8/Lot1

#### **LOT 2 - Hasbaya**

CATERING\_CELIM\_AID012590/01/8/Lot2

#### **LOT 3 - Chebaa**

CATERING\_CELIM\_AID012590/01/8/Lot3

### **II.2.3) Place of performance**

Geographical zone benefitting from the action: Hasbaya District, Nabatiye Governorate

### **II.2.5) Award Criteria**

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the quality criteria (50%) and the price (50%).

### **IV.2.2) Time limit for submission of tenders or requests to participate**

Date: January 16th 2024

Local Time: 18:00 (GMT +2:00)

### **IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 3 (from the date stated for receipt of tender)



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## **Additional information about the Contract Notice Catering Beirut, Hasbaya and Chebaa, Lebanon**

### **1. Reference**

CATERING\_CELIM\_AID012590/01/8

### **2. Procedure**

Open procedure

### **3. Programme title**

WASTE or RESOURCE? – Enterprises and municipalities’ environmental and social responsibility  
AID 012590/01/8

### **4. Financing**

*BL 2.4.2.1 – max 10.400 USD*

*BL 2.4.2.2 – max 8.320 USD*

### **5. Contracting authority**

*CELIM*

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## **CONTRACT SPECIFICATION**

### **6. Nature of contract**

*Unit-price*

### **7. Contract description**

*The contracted provider will supply CELIM events and trainings with food & beverage items fit for the nature of each hosted event, including catering services as cutlery, table services, delivery, and setting and clearing of the dining spaces.*

### **8. Number and titles of lots**

*3 Lots:*

*Lot 1 provision for events hosted in Beirut*

*Lot 2 provision for events hosted in Hasbaya and other Municipalities of Hasbaya District (see annex III)*

*Lot 3 provision for events hosted in Chebaa and other Municipalities of Hasbaya District (see annex III)*

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## **CONDITIONS OF PARTICIPATION**

### **10. Legal basis, eligibility and rules of origin**

Participation in tender procedures is open on equal terms to all natural persons who are nationals of one of the Member States of the European Union or of one of the countries, territories or regions expressly eligible under regulation/of the applicable basic act governing the rules of eligibility for the grant, in accordance with Annex A2 of the practical guide as well as to all legal persons (whether participating individually or within the framework of a grouping – consortium – of tenderers) which are actually established there. Tenderers must indicate their nationality in their tender and submit the usual supporting evidence in accordance with their national legislation.



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The legal basis for this procedure is:

- ✓ Legge 29 agosto 2014 n. 125, DM 22 luglio 2015, n. 113.
- ✓ Regolamento recante: “Statuto dell’AICS” Bando e allegati
- ✓ Contract / Agreement and specific conditions
- ✓ General procedure
- ✓ Documento Unico di Progetto (DUP) approved by AICS and subsequent modification and integration
- ✓ Allegati al Documento Unico di Progetto

Application of the PRAG principles and Annex IV of the PRAG Grants Practical Guide to Contract Procedures for EU External Actions” (PRAG) as stipulated by Procedure Generali per la concessione di contributi e la gestione e rendicontazione di Iniziative promosse da Soggetti pubblici e privati non-profit di Cooperazione di cui al Capo VI della legge n.125/2014 e fondate su approccio RBM.

The supplies can originate from any country, no certificate of origin must be presented.

## **11. Number of tenders**

No more than one tender per each LOT can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender for each LOT, all tenders in which that person has participated will be excluded.

No restrictions may be made in the number of LOTS a tenderer can be awarded.

The tenderer may submit a tender for one lot only or for both lots, but only one tender per lot. Contracts will be awarded lot by lot and each lot will form a separate contract.

Tenderers interested to apply for both lots shall specify their interest in supplying food and beverage items to events in both of the specified geographic areas.

## **12. Grounds for exclusion**

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide.

## **13. Sub-contracting**

*Subcontracting is allowed.*

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## **PROVISIONAL TIMETABLE**

### **14. Provisional commencement date of the contract**

22/01/2024

### **15. Implementation period of the tasks**

23/01/2024 – 31/07/2025

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## **SELECTION AND AWARD CRITERIA**

### **16. Selection criteria**

An economic operator (i.e. candidate or tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links it has with them. If the economic operator relies on other entities, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a



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commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **Furthermore, the data for this third entity for the relevant selection criterion should be included in a separate document.** Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole if not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

Selection criteria are uniform for both lots.

**Economic and financial capacity of the tenderer** (based on item 3 of the tender form). The reference period which will be taken into account will be the last two financial years for which accounts have been closed. The selection criteria for each tenderer is as follows:

1. The entity must be fully formally registered and provide proof of registration, including their registration at the MoF, existence of a corporate bank account, and the relevant ministerial documentation.
2. The tenderer must submit financial proof that the applicant entity is not experiencing bankruptcy in the form of an authorized annual audit or similar means of financial verification.

**2) Professional capacity of the tenderer** (based on items 4 of the tender form).

The reference period which will be taken into account will be the last two years preceding the submission deadline. The professional criteria for each tenderer are as follows:

1. The entity must be able to produce a diverse menu of food and beverage items appropriate for the specified event type and specify the availability of each item
2. The entity must provide sufficient proof that either they or their food staff in charge have the adequate expertise to ensure high and consistent quality of food. Examples of these may be ISO 9001, or certificate from a recognized culinary expert and/or institution.

**3) Technical capacity of tenderer** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last two years preceding the submission deadline.

1. the tenderer must produce evidence of providing food and beverage catering under at least 1 contract or formal agreement with a budget of at least that of this contract, as well as at least 4 single-event catering agreements within the past year.
2. The tenderer must have the capacity to cater food and beverage items to the geographic area pertaining to each lot without incurring sizeable transportation costs for the contractual authority. This may be proven by including formal proof of restaurants or catering kitchens in or near the geographic area pertaining to the lot(s) being applied to.

Previous experience which would have led to breach of contract and termination by a contracting authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

## 17. Award criteria

Quality criteria (50%) and price (50%).



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## TENDERING

### **18. Deadline for submission of tenders**

*The deadline for submission of tenders is 16/01/2024*

### **19. Tender format and details to be provided**

**Tenders must be submitted using the standard tender form.**

The tender must be accompanied by a declaration on honour on exclusion and selection criteria.

### **20. How tenders may be submitted**

Tenders must be submitted in English exclusively to the contracting authority, using the means specified in point 10 of the instructions to tenderers.

**Tenders submitted by any other means will not be considered.**

By submitting a tender, tenderers accept to receive notification of the outcome of the procedure by electronic means.

### **21. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 15 of the instructions to tenderers.

### **22. Operational language**

*All written communications for this tender procedure and contract must be in English.*

### **23. Additional information**

Financial data to be provided by the candidate in the standard application form must be expressed in USD.



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## A. INSTRUCTIONS TO TENDERERS

### PUBLICATION REF: CATERING\_CELIM\_AID012590/01/8

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

### 1. Supplies to be provided

1.1 The subject of the contract is:

the supply and distribution of the following supplies, applicable to all lots:

food and beverages supply as per annex II + III, including catering services as cutlery, table services, delivery, and setting and clearing of the dining spaces. the nature of each hosted event by CELIM within the geographic area specified per procedural lot.

Quantity of supplied items are to be proposed per average number of people participating in each event type, and cost of each item is to be inclusive of transportation and catering.

Supply of catered food items and pertaining catering activities is to be provided in the locations specified per lot (Beirut for Lot 1; Hasbaya for Lot 2; Chebaa Lot 3). Supplies provision will be eligible from the signature of this contract until 30/07/2025.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

### 2. Timetable

	DATE	TIME
<b>Deadline for requesting clarifications from the contracting authority</b>	15/12/2023	18:00 GMT +2:00
<b>Last date on which clarifications are issued by the contracting authority</b>	22/12/2023	18:00 GMT +2:00-
<b>Deadline for submission of tenders</b>	16/01/2024	18:00 GMT +2:00
<b>Tender opening session*</b>	19/01/2024	11:00 GMT +2:00
<b>Notification of award to the successful tenderer</b>	19/01/2024	-
<b>Signature of the contract*</b>	22/01/2024	-

\* Provisional date





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### 3. Participation

- 3.1. The eligibility requirements detailed in the Additional information about the contract notice (Annex A5f) or, if applicable, in the Contract Notice (C2), apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour<sup>1</sup> that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

- 3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.4. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

### 4. Origin

- 4.1 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

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<sup>1</sup> See PRAG Section 2.6.10.1.3 A)





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## 5. Type of contract

Unit-price

## 6. Currency

Tenders must be presented in USD.

## 7. Lots

- 7.1 The tenderer may submit a tender for one, two or all lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the contracting authority may select the most favourable overall solution after taking account of any discounts offered.

## 8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## 9. Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.



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## 10. Submission of tenders

10.1 Tenders must be sent to the contracting authority before January 16<sup>th</sup>, 2024.

They must include the requested documents in clause 11 and be sent:

**EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>2</sup>, to:

LOT 1: 115, El Hajj Building, Badaro, Beirut

LOT 2: Dar Hasbaya, second floor, main road Hasbaya – Nabatiye Governorate

LOT 3: Dar Hasbaya, second floor, main road Hasbaya – Nabatiye Governorate

**OR** hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

LOT 1: 115, El Hajj Building, Badaro, Beirut

LOT 2: Dar Hasbaya, second floor, main road Hasbaya – Nabatiye Governorate

LOT 3: Dar Hasbaya, second floor, main road Hasbaya – Nabatiye Governorate

One digital copy must be submitted before the deadline to the following email address:

[celim.wasteproject@gmail.com](mailto:celim.wasteproject@gmail.com)

The contracting authority may, for reasons of administrative efficiency, reject any request to participate or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting requests to participate or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardize decisions already taken and notified.

Tenders must be submitted using the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer**' and the other '**Envelope B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

The outer envelope should provide the following information:

- the address for submitting tenders indicated above;
- the reference code of the tender procedure (i.e. CATERING\_CELIM\_AID012590/01/8);
- the words 'Not to be opened before the tender-opening session';
- the name of the tenderer.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered.

10.2 All tenders must be submitted in one original, marked 'original', and 1 copy signed in the same way as the original and marked 'copy'.

## 11. Content of tenders

The tender must include a technical offer, a financial offer and documentation pertaining to the selection criteria listed in the contract notice. The list of documents summarises as follows:

- Supporting documents of the technical offer referred under 11.1



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- The supporting documents of the financial offer referred under 11.2
- The “Declaration on Honour on exclusion and selection criteria” mentioned under 11.3

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Technical offer:**

Technical Specifications and Technical Offer (see Part D of the invitation to this tender dossier) including:

- 1) A signed "Declaration on honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form and from each sub-contractor and/or capacity providing entity.
- 2) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- 3) A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
  - a) A list and description of potential menu items per event type
  - b) Specifications of related catering for events, to be considered an after-sale service
- 4) evidence of providing food and beverage catering under at least 1 contract or formal agreement with a budget of at least that of this contract, as well as at least 4 single-event catering agreements within the past year
- 5) sufficient proof that either the leading tenderer or their food staff in charge have the adequate expertise to ensure high and consistent quality of food. Examples of these may be ISO 9001, or certificate from a recognized culinary expert and/or institution.
- 6) proof of having restaurants or catering kitchens in or near the geographic area pertaining to the lot(s) being applied to.

The technical offer should be presented as per template (Annex II+III\*, Contractor’s technical offer) adding separate sheets for details if necessary.

**Part 2: Financial offer:**

A financial offer calculated on a “Delivered at Place” basis for the supplies tendered and with a separate line for the VAT cost, including:

- 1) An itemized financial proposal per event type, whereby the cost of each item is inclusive of catering services (considered after-sale services)
- 2) A completed financial identification form (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful.
- 3) The legal entity file and supporting documents, as applicable, such as: registration certificate, VAT number (if any), registration to MOF etc
- 4) financial proof that the applicant entity is not experiencing bankruptcy (i.e.: authorised annual audit, verified balance sheet and income statement etc.)
- 5) The details of the bank account into which payments should be made (financial identification form – document c4o1\_fif\_en)



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- 6) The legal entity file (document c4o2\_lefind\_en) and the supporting documents.

## 12. Additional information before the deadline for submission of tenders

Tenderers may submit questions by email to the following address before 15/12/2023, specifying the publication reference and the contract title:

E-mail title: CATERING\_CELIM\_AID012590/01/8

Address: celim.wasteproject@gmail.com

The contracting authority has no obligation to provide clarification after this date. Any clarification of the tender dossier will be communicated simultaneously to all tenderers at the latest 8 calendar days before the deadline for submitting tenders.

Any tenderer seeking to arrange individual meetings with the contracting authority and/or the government of the partner country and/or the financing authority concerning this contract during the tender period may be excluded from the tender procedure.

**An information/site visit to ensure the cleanliness and quality of the tenderer's kitchen may be foreseen, up to the discretion of the contracting authority.**

## 13 Alteration or withdrawal of tenders

- 13.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

- 13.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## 14. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## 15. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## 16. Joint venture or consortium

- 16.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.



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- 16.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

## 17. Opening of tenders

- 17.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 17.2 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 17.3 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 18. Evaluation of tenders

- 18.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

- 18.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.



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18.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

#### 18.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
  - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

#### 18.5 Variant solutions

Variant solutions will not be taken into consideration.

#### 18.6 Award criteria

The award criteria will be price, proof of quality, and compatibility of proposed menu items.

#### 18.7 Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria set out in these instructions.]

### **19. Notification of award**

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).





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## 20. Signature of the contract and performance guarantee

- 20.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 20.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 20.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

## 21. Tender guarantee

No tender guarantee is required.

## 22. Ethics clauses and code of conduct

### 22.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### 22.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

#### **Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

### 22.3 Anti-corruption and anti-bribery





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The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

#### 22.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

#### 22.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

### 23. **Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to



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whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

## 24. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

## 25. Data Protection

Tenderers, including all members of the consortium, subcontractors, and experts, are informed that personal data processed in this procedure, including verbally, and all relevant information obtained in the course of performing the evaluation of this procedure, will be kept in strict confidence and treated at the utmost confidentiality. All personal data will be adequately treated exclusively for the purposes of the contract, through consultation, elaboration and comparison with other data (including data that can be learned from objects, documents, or software, and any other information or experience), unless they are already known to the public.

In the event that you are processing personal data in the context of participation in a tender (e.g., resumes of key and technical experts) and/or performance of a contract (e.g., substitution of experts), you will have to inform the data subjects of the possible transmission of their data to the External Auditor, AICS and/or other competent authorities.

## 26. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract

Valeria Baracino  
AID 012590/01/8