

## **ANNEX A**

**F/SU/10/01**

### **Provision of Food, Beverages and Household Material**

### **TENDER SPECIFICATIONS**

## **1 Title of the Framework Contract**

“Provision of Food, Beverages and Household Material”

Contract notice 2010/S 197-299907, published on 09/10/2010

## **2 Purpose and context of the Framework Contract**

The purpose of this invitation to tender is to conclude a maximum of three (3) Framework Contracts per Lot, in cascade and in descending order, for the supply of food, beverages and household material at the European Union Agency for Fundamental Rights (hereinafter “the Contracting Authority”) premises in Vienna, Austria.

Framework contracts involve no direct commitment and, in particular, do not constitute orders *per se*. Instead, they lay down the legal, financial, technical and administrative provisions governing the relations between the Contracting Authority and the contractor during the period of its validity. Specific contracts or Order Forms will be issued throughout the validity of the Framework contract. Such specific contracts or orders will be attached to the framework contract. The draft Framework Contract (Annex B) specifies the basic conditions applicable to any assignment placed under its terms. Signature of a Framework Contract does not place the Contracting Authority under any obligation to place an assignment.

## **3 Subject of Framework Contract**

The subject of the contract is the supply of food and beverages such as coffee, tea, soft drinks, snacks, etc, and household material such as cleaning products, toilet and kitchen paper, etc, at the premises of the Contracting Authority in Vienna.

The tender is divided into two Lots:

- Lot 1: Food and beverages such as: coffee, tea, soft drinks, snacks etc
- Lot 2: Household items such as:
  - o wrapping materials like garbage bags etc
  - o cleaning products like liquid soap etc.
  - o paper products like toilet paper etc

Tenderers can bid for one or for both Lots. However, a separate tender must be submitted for each lot, and each tender must cover all the tasks in the lot to which it refers. Submission of a tender for only some of the tasks in a lot is not allowed and will lead to the exclusion of the tender.

## **4 Technical Specifications**

The tenderer must present an offer, according to Annex A.1 Technical Specifications and Article 25 of these Tender Specifications.

## **5 Starting of the Framework Contract and duration**



The Framework Contract(s) per Lot resulting from the present call for tenders shall enter into force the date on which it is signed by the last contracting party.

The Framework Contract(s) per Lot will have an initial duration of one (1) year as from the date of signature, and may be renewed up to three (3) times for an additional period of one (1) year each time. The Contract shall be renewed automatically under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3 of the Framework Contract (Annex B). Renewal does not imply any modification or deferment of existing obligations.

The duration of the Framework Contract(s) per Lot shall not exceed four (4) years.

Implementation of the Framework Contract(s) per Lot may not start before the date on which the contract enters into force.

## **6 Participation in the tendering procedure**

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

## **7 Consortia or Group of service providers**

Joint tenders submitted by several economic operators (a consortium or a group of companies) are allowed. In such cases, one of the members must be designated as the group leader or group manager. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium or grouping must provide the required evidence for the exclusion and selection criteria (see section 18 of these Tender Specifications). Concerning the selection criteria 'technical and professional capacity' the evidence provided by each member of the consortium or grouping will be checked to ensure that the consortium or grouping as a whole fulfils the criteria.

## **8 Visits to premises or briefing**

A visit to the premises is not foreseen.

## **9 Volume of the Framework Contract**

The maximum volume of the Framework Contract is estimated at 60.000,00 EUR (sixty thousand), over four (4) years, excluding VAT.



Depending on the budget availability and the needs of the Contracting Authority, this amount could be increased up to 50%.

#### **10 General terms and conditions for the submission of tenders**

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes and the technical specifications) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.

Once the Contracting Authority has accepted the tender, it shall become the property of the Contracting Authority and the Contracting Authority shall treat it confidentially.

The Contracting Authority shall not reimburse expenses incurred in preparing and submitting tenders.

#### **11 No obligation to award the contract**

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Contracting Authority decides not to award the contract.

#### **12 Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

In no event shall 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.

#### **13 Variants**

Variants are not accepted.

#### **14 Place of delivery**

The place of delivery of the supplies shall be the Contracting Authority's premises.

#### **15 Prices**

Prices shall be expressed in euro and shall be based on the Contractor's Official price list, which will be annexed to the framework contract.

#### **Official price list**



- The Official price list shall be updated frequently. Once the update of Official price list is made available to the Contracting Authority, the Contracting Authority must accept or refuse it. If the Contracting Authority does not react within one month the Official price list shall be deemed to have been accepted.
- The tenderer must specify clearly if he gives price discounts to the Contracting Authority in relation to his Official price list.
- The Official price list may be available in electronic or physical (paper) version.

According to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Communities are exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The price tendered must be all-inclusive and expressed in euros. For tenderers in countries which do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

## **16 Subcontracting**

Any intention to subcontract part of the contract must be clearly stated in the tender (Annex C.1.3 SSF). Tenderers must indicate the maximum percentage of the contract they intend to subcontract and the identity of the partners they intend to work with, and clearly state the nature of their links to those partners.

Where, in a bid, the amount of subcontracting exceeds 20% of the contract, the subcontractor(s) must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria and selection criteria referred to in points 18.1 and 18.2 below as well. Where subcontracting represents less than 20% of the contract, subcontractors shall not be required to provide documents on their financial and economic capacity.

The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in article 10 above, in particular article 2.14 of the standard Framework Contract.

Tenderers must inform the subcontractor(s) and include in their subcontracting documents that Article 2.14 of the standard Framework Contract (Annex B) may be applied to sub-contractors.

Once the contract has been signed, Article 2.10 of the above-mentioned Framework Contract shall govern the subcontracting.



## 17 Date and place of opening of the tenders

Tenders will be opened at 11:00 on 26/11/2010 at the following location:

Contracting Authority's address:  
European Union Agency for Fundamental Rights  
Schwarzenbergplatz 11  
Vienna 1040 - Austria

An authorised representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to the fax or e-mail given under article 21. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

## 18 Evaluation of the tender

### 18.1 Exclusion criteria

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

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.



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

- g) are subject to a conflict of interest;
- h) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

The contracting authority shall accept as satisfactory evidence that the tenderer is not in one of the situations described:

18.1.1 for (a), (b), (c), (d), (e) and (f) above, a declaration on the tenderer's honour, duly signed and dated, stating that they are not in anyone of the situations listed. (Annex C.2.1 of the Standard Submission Form - SSF);

18.1.2 for (g) and (h) above, a declaration on the tenderer's honour, duly signed and dated, stating that they are not in anyone of the situations listed. (Annex C.2.2 of the SSF);

Furthermore, the tenderer to whom the contract is to be awarded shall provide, within fifteen (15) calendar days and preceding the signature of the contract, evidence related to paragraph 18.1.1.

The contracting authority shall accept as satisfactory evidence that the tenderer is not in one of the situations described:

18.1.3 for (a), (b) and (e) above, recent extract(s) from the judicial record or, failing that an equivalent document(s) recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

18.1.4 for (d) above, a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to in article 18.1.1<sup>1</sup> and 18.1.2 is not issued in the country concerned and for the other cases of exclusion, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The contracting authority waives the obligation of a tenderer to submit the documentary evidence referred to in the paragraph above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the documents are not more than one year old starting from their issuing date and that they are still valid.



## 18.2 Selection criteria

Tenderers will be selected if they can prove that they have sufficient economic and financial capacity, on the one hand, and sufficient technical and professional capacity, on the other hand.

### 18.2.1 Economic and financial capacity (per Lot)

Proof of economic and financial capacity shall be furnished by the following documents:

- a) A statement of the annual overall turnover the last two (2) financial years. The minimum average annual overall turnover of the tenderer (of a single company or of the consortium as a whole) for the last two (2) financial years for which accounts have been closed shall be of **€50.000,00** (Annex C.5.1). In case of a consortium, the overall turnover for the last two (2) financial years for each of the partners shall be presented. The sum of the average annual turnovers of each partner will be taken into account to reach the minimum average annual turnover of **€50.000,00**.
- b) Copy of the balance sheets or extracts from balance sheets for at least the last two (2) financial years for which accounts have been closed shall be presented where publication of the accounts is required under the company law of the country in which the economic operator is established (Annex C.5.2). In case of a consortium, each consortium member shall present their own balance sheets or extracts from balance sheets.

It is necessary that the extracts from balance sheets to be dated, signed and stamped by the representatives of the tenderer.

If the tenderer is not obliged to publish its accounts under the law of the state in which it is established, a copy of audited accounts for the last two (2) financial years should be presented (Annex C.5.2 of SSF). In case of a consortium, audited accounts for each consortium partner shall be presented.

If for some exceptional reason which the Contracting Authority considers justified, the tenderer is unable to provide the documentary evidence requested above, he may prove his economic and financial capacity by any other means which the Contracting Authority considers appropriate.

### 18.2.2 Technical and professional capacity (per Lot)

Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract. Evidence of the technical and professional capacity of economic operators shall be furnished on the basis of the following document:

- a) Proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (Annex C.6.1 of SSF).





### 18.3 Financial evaluation

Tenderers are required to fill in Annex C.3 – Financial Offer of the SSF. The offer submitted by the tenderer must comply with the minimum product requirements included in Annex A.1 Technical Specifications. The prices included by the tenderer in Annex C.3 will be used to determine the tender which offers the best value for money, and shall include all the items listed in Annex C.3.

The prices for the supplies shall be “all-inclusive”. No extra costs will be charged to the Contracting Authority.

The financial evaluation of the tender will be carried out by applying the following weightings to the prices offered for the items described below:

#### Lot 1: Food and beverages

#### **Food (Category weighting 55)**

Item No.	Description	Quantity	Weighting % (Maximum points)
1	Coffee 500gr “Jacobs Monarch”, finely ground or equivalent	12	30
2	“Twinings Earl Grey” 50Tb or equivalent	1	5
3	Coffee filter “Melitta” 1 x 4 “unbleached” 1 pack or equivalent	6	5
4	Lump sugar “Wiener Zucker” 1 pack or equivalent	10	10
5	“Maresi” Bottle 500g or equivalent	12	30
6	Chocolate cookies “Bahlsen Chokini” packing with approx. 125g or equivalent	12	5
7	Cookies – “Manner Haselnuss - Röllchen” 1 pack – 250g or equivalent	12	5
8	Peanut snack “Ueltje” 1 packing 1000g or equivalent	1	5
9	Cashews snack “Ueltje” 1 packing 100g or equivalent	1	5



**Beverages (Category weighting: 40)**

Item No.	Description	Quantity	Weighting % (Maximum points)
10	“Römerquelle classic” - mineral water glass bottle 0,33 litre or equivalent	6	55
11	Mineral water – “Römerquelle” plastic bottle 0,5 litre (still) or equivalent	6	5
12	Sekt 1 litre “Prosecco Pisani” or equivalent	6	10
13	Orange juice “Rauch” packing with 1 litre or equivalent	6	15
14	Apple juice “Rauch” packing with 1 litre or equivalent	6	15

**Delivery costs (Category weighting: 5)**

Item No.	Description	Weighting % (Maximum points)
15	Next working day (between 13:00 and 17:00) delivery cost for orders more than €200.00.	100

Lot 2: Household materials**Household items (Category weighting 95)**

Item No	Description	Quantity	Weighting % (Maximum points)
16	“Calgonit” powerball Tabs for the dish washer approx. 60 stk. or equivalent	6	20
17	“Pril” dish liquid “Geschirrspülmittel” bottle 750 ml or equivalent	6	10
18	“Cosy” toilet paper – 3 paper “3 lagig” packing	6	50



	with 10 pieces or equivalent		
19	“Swirl” garbage bag 35 litre packing with 25 pieces - white or equivalent	6	20

**Delivery costs (Category weighting: 5)**

Item No.	Description	Weighting % (Maximum points)
20	Next working day (between 13:00 and 17:00) delivery cost for orders more than €200.00.	100

Tenders found to comply with the minimum product requirements included in Annex A.1 Technical Specifications shall 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;
- 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.

Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

The financial offer is only intended to provide a fair, non-discriminatory basis for evaluation purposes. It is based on reasonable assumptions and past experience for minimum quantities. Consequently, cannot under any circumstances be considered to constitute a commitment on the part of the Contracting Authority to conclude specific contracts for the related services and quantities, and cannot give rise to any right of legitimate expectation on the part of the contractor.

**19 Awarding**

The tender with the best financial score will receive a score of 100 points, corresponding to 100% of the total scoring. The remaining offers will be scored proportionally as follows:

$$\text{Score of tender X} = (100 * \text{lowest financial offer} / \text{financial offer of tender X})$$

**20 Information for tenderers**

The Contracting Authority will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.



If a written request is received, the Contracting Authority will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

## **21 Contacts between the tenderer and the Contracting Authority**

In principle, no contact is permitted between the Contracting Authority and the tenderers during the contract award procedure.

However, in exceptional circumstances contact may be made on the tenderers' initiative before the final date for the receipt of bids, in order (and only for this reason) to clarify the nature of the contract.

Such requests for further information may be made to the address below by fax or e-mail.

European Union Agency for Fundamental Rights  
Invitation to tender No: F/SU/10/01  
Administration  
Schwarzenbergplatz 11  
Vienna 1040 – Austria  
Fax: +43 (0)1 580 30 91 ; e-mail: [procurement@fra.europa.eu](mailto:procurement@fra.europa.eu)

Insofar as it has been requested in good time, the additional information will be sent simultaneously to all economic operators who requested specifications or showed interest in submitting a bid no later than six calendar days before the deadline for the receipt of bids or, in the case of requests for information received less than eight calendar days before the deadline for the receipt of bids, as soon as possible after the request for information has been received.

The answers to the requests for additional information can also be found at the following Internet address: <http://www.fra.europa.eu>

Similarly, contact may in exceptional circumstances be made on the Contracting Authority's initiative:

- a. before the final date for the receipt of bids, in order to inform interested parties of an error, a lack of precision, an omission or any other material shortcoming in the drawing up of the documents of the invitation to tender;
- b. or, after the opening of bids, where a bid requires clarification or in order to correct material errors made in drawing up a bid.



Please note that in any event such contact may not result in a modification of the terms of the bid.

## **22 Terms of payment**

Payments under the Contract shall be made in accordance with Article 1.4 and Article 2.5 of the Framework Contract in Annex B. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

### **Payment of the balance**

The request for payment of the balance of the Contractor shall be admissible if accompanied by:

- the relevant invoices, indicating the reference number of the Framework Contract and of the Order or Specific Contract to which they refer,
- when payment is linked to final acceptance, a Certificate of Conformity or where applicable the Consignment Note, duly signed by the Contracting Authority, shall be attached to the invoice,

Within thirty (30) days of the date of receipt of the relevant invoice, payment of the balance corresponding to the relevant invoices shall be made.

## **23 Contractual terms and guarantees**

No guarantees are required.

## **24 Data protection**

Processing your reply to the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Contracting Authority. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to THE Contracting Authority's Data Protection Officer. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

## **25 Structure of the tender**

All tenders must be presented as follows:



## 25.1 Administrative details (Annex C.7 of SSF)

- a) Where a tender involves several suppliers, they may choose between:
- making a joint bid, in which case all the providers must be considered as tenderers and, if theirs is the successful bid, as contractors (in this case, one of the tenderers must be put forward as coordinator to manage the contract) (Annex C.1.1 or C.1.2 of SSF);
  - or
  - making a bid in the name of only one tenderer, who is then the sole contractor if the bid is successful, the other service providers being considered as subcontractors (see article 16 of the tender specifications) (Annex C.1.3 of SSF).

Whichever type of bid is chosen (joint bid or bid in the name of one tenderer), the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

- b) To identify himself the tenderer must fill in the two forms attached as Annex C.1.4 and C.1.5 of SSF:
- The Legal Entity File, to be signed by a representative of the tenderer authorised to sign contracts with third parties. There is one form for individuals, one for private entities and one for public entities. A standard form is provided in Annex C.1.4 of SSF
  - a bank identification form filled in and signed by an authorised representative of the tenderer and his or her banker. A standard form is provided in Annex C.1.5 of SSF

The Legal Entity File must be supported by the following documents relating to each tenderer in order to show its name, address and official registration number:

### **For private entities:**

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the tenderer requires such publication;
- If the instruments mentioned in the above paragraph have been amended, a legible copy of the most recent amendment to the instruments mentioned in the previous indent, including that involving any transfer of the registered office of the legal entity, or a copy of the notice published in the relevant national or other official journal of such amendment, if the legislation which applies to the tenderer requires such publication.



- If the instruments mentioned in the first paragraph have not been amended since incorporation and the tenderer's registered office has not been transferred since then, a written confirmation, signed by an authorised representative of the tenderer, that there has been no such amendment or transfer;
- A legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication.
- If the above documents do not show the registration number, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

**For Individuals:**

- A legible copy of their identity card or passport;.
- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

**For Public Entities:**

- A copy of the resolution decree, law, decree or decision or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity.

**All tenderers must provide their Legal Entities File as well as the evidence mentioned above.**

**Subcontractors are only obliged to provide the legal entity file, without the above mentioned evidence.**

**In case of joint bid, only the co-ordinator must return the financial identification form.**

**25.2 Application of exclusion criteria and exclusion of tenderers (Annex C.2.1 of SSF)**



To demonstrate there are no grounds for disqualification on the basis of the exclusion criteria, tenderer to whom the contract is to be awarded shall provide, within fifteen (15) calendar days and preceding the signature of the contract, the evidence listed in article 18.1 – Exclusion criteria of the Tender Specifications. Only when such evidence is not available, under the circumstances described in article 18.1 – Exclusion criteria of the tender specifications, can the standard form (Annex C.2.1 of SSF) replace such evidence if it is filled in and signed in front of one of the third parties described in article 18.1 – Exclusion criteria of the tender specifications.

### **Administrative and financial penalties**

By returning the form in Annex C.2.1 of SSF, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by the Contracting Authority on tenderers who are in one of the cases of exclusion provided for in Annex A Tender Specifications under article 18.1 after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation (OJ L 248, page 1, of 16 September 2002) and Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357, page 1, of 31 December 2002). We invite tenderers to read carefully those two articles.

**Tenderers' attention is drawn to the fact that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Contracting Authority to exclude the tender from the rest of the procedure.**

