

EUROPEAN UNIVERSITY INSTITUTE

PRESIDENT'S DECISION N°8/2010
of 1 March 2010

implementing Title V of Financial Rules concerning Procurements,
and revising the previous President's decisions on this subject

The President,

having regard to the Convention setting up the European University Institute, and in particular Article 7, paragraph 1;

Having regard to High Council decision n°8/09 revising the European University Institute's Financial Rules, and in particular articles 62 – 66 and article 90;

Having regard to President's Decision n°36/2004 establishing the procedures to be followed for the award of contracts and the functioning of the CCPC (Consultative Committee for Procurements and Contracts);

Considering the necessity to update the above-mentioned Decision n°36/2004 in the light of the experience acquired;

Considering the necessity to streamline and consolidate the regulation concerning procurements;

HAS DECIDED AS FOLLOWS:

Article 1

The attached "Regulation on the procedures to be followed for the award of contracts and the functioning of the CCPC" is hereby approved. It shall be forwarded to the High Council for information and notified to all the Heads of Service without delay

Article 2

President's Decision n°36/2004 is abrogated, together with all successive decisions, whether adopted by the President or by the CCPC, which interpret or implement the above-mentioned Decision.

Article 3

President's Decision 30/2006, which establishes the thresholds for the implementation of procurement procedures, is still valid.

Florence, 1 March 2010

The President
José Borrell Fontelles

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**Annex to Principal's Decision n. 8
of 1 March 2010**

**Regulation of the Procedures to be Followed for the Award of
Contracts and the Functioning of the Consultative
Committee on Procurement and Contracts (CCPC)
(Title V, Arts. 62–66 of the Financial Regulations)**

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SECTION I

GENERAL PROVISIONS

Article 1

General Principles

The European University Institute applies in its procurement procedures the principle of non-discrimination according to the provisions of the present regulation. Procurement procedures will be open and transparent, ensuring fair conditions of competition for suppliers.

Article 2

General Definitions

1. In this regulation '**Institute**' refers to the European University Institute (EUI)
2. **Contracts** are agreements concluded in writing between the selected economic operator and the Institute; they relate to the supply of goods, the execution of works or the provision of services. They are fixed-term agreements, whether they cover a single service (for example, the delivery of office equipment on a given date) or a series of services provided over a period of time (for example, regular office supplies delivered in replacement of depleted supplies).
3. **Supply Contracts** cover the purchase, leasing, rental or hire purchase, with or without an option to buy, of products (for example, computers, furniture, office supplies and fuel). The delivery of these products may in addition include installation or maintenance work.
4. **Works Contracts** cover the execution, or the execution and the design of works or their realisation, by whatever means, of a work corresponding to the requirements specified by the Institute. A 'work' means the outcome of building or civil engineering works taken as a whole intended to fulfil an economic or technical function.
5. **Service Contracts** cover all intellectual and non-intellectual services other than those covered by supply or works contracts and in particular the following services: maintenance and repair work, passenger transport, courier transport, telecommunications, financial services (insurance, banking services), computer services, architecture and engineering, consultation of legal, technical and scientific experts, publication, printing and security.
6. The terms "**supplier**", "**contractor**" and "**service provider**" refer to three categories of economic operator, natural and legal persons, who respectively:
 - supply products ("**supplier**")
 - execute works ("**contractor**"); or
 - provide services ("**service provider**")Economic operators who have submitted a bid are referred to as "**tenderers**".
7. The term "**authorising officer**" covers the Director of Service in charge of the procurement procedure; the term 'President' or 'Principal' refers to the President of the EUI; the term 'Secretary General' refers to the Secretary General of the EUI.
8. The term **Unit** refers to Services, Departments, Centre or Programme of the EUI.

Article 3
Duration of Contracts

1. Contracts awarded to an economic operator (supplier, service provider or contractor) may be made for a maximum of five years.
2. Contracts may be made for the duration of one year, with a renewal clause, without exceeding a maximum duration of seven years.
3. Contracts may include a revision or expiry clause due to some unforeseen technological change that may alter the conditions under which the contract was stipulated.

Article 4
Amendments and Additions to Contracts

1. Amendments to contracts, accepted by both parties, are allowed.
2. Additions to contracts are allowed provided that the aggregate value eventually foreseen on the additional contracts does not exceed 50% of the amount of the initial contract and that the contract remains within the same procurement procedure initially chosen.
3. Advice by the Consultative Committee on Procurement and Contracts (hereinafter 'CCPC'), is needed for amendments or additions when the initial contracts were approved by said Committee.

Article 5
Estimation of Contract Value

1. Before calling for tenders, the authorising officer must estimate the value of the contract, since the type of procedure will depend on this estimated value.

The estimated value of a contract may not be determined with a view to evading the requirements related to the thresholds laid down in the relevant President's Decision.

In particular, the authorising officer must not split the market in question into several ones of lesser value. Moreover, an estimate has to be made of the future needs of the Institute, in order to avoid unexpected expenses that are not covered by the rules of the present Decision.
2. In the case of contracts which are to be renewed on a regular basis or within a given period of time, the estimated contract value shall be established on the basis of the actual aggregate value of contracts concluded for the same or similar services or products over the previous twelve months, adjusted where possible to take account of anticipated changes in quantity or value over the future months.
3. When the tender provides for optional procurement, the basis of calculation shall be the maximum amount foreseen in the most complete option.
4. When the subject of a contract is subdivided into several lots, and each one is the subject of an individual contract, the value of all lots shall be taken into account for the overall evaluation of the applicable threshold.

5. The contract value must be determined for the whole EUI. The authorising officer must therefore check if other Units have subscribed to, or are launching, calls for tenders in the same field.
6. In case of new markets, the value to be taken into account is proposed by the authorising officer, after positive advice of the CCPC.
7. For contracts on financial services, the value to be used as the basis for the calculation of the estimated value of the contract shall be as follows:
 - a. insurance services: the premium payable and the other types of remuneration
 - b. banking and other financial services: fees, commissions, interest and other forms of remuneration.
8. The authorising officer may in any case seek prior advice from the CCPC on the estimation of the market value.

Article 6

Nature of the Supply

The value of a market awarded to an economic operator will be calculated considering homogeneous products/services/works. Therefore the market can only be split into several contracts for clearly different products/services/works.

Article 7

Procurement Procedures

1. Procurement procedures shall take one of the following forms:
 - a. the open procedure
 - b. the restricted procedure with consultation of the CCPC
 - c. the restricted procedure.
2. The choice of the different procedures depends of the amount of the tender value, as well as on the conditions laid down in Article 24.

Article 8

Automatic Award and “best value-for-money”

1. Under the procedures provided for in Article 7, the authorising officer may choose between the following two different criteria for awarding a contract.
 - a. When using the automatic award criteria, the contract is awarded to the tender which, while satisfying the conditions laid down by the Institute, quotes the lowest price.
 - b. Under the best value-for-money procedure, the tenders are evaluated according to the best quality / price ratio, taking into account criteria justified by the subject of the contract such as the price quoted, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, profitability, completion or delivery times, after-sales service and technical assistance.

2. The competent authorising officer shall specify in the procurement documentation the weighting applied to each of the criteria for determining best value for money. The weighting applied to price in relation to the other award criteria must not result in the neutralisation of price in the choice of contractor.
3. If such a weighting cannot be specified, particularly on account of the subject of the contract, the authorising officer shall merely specify the decreasing order of importance in which the criteria are to be applied.

Article 9 Languages

The documentation concerning tenders and the communication produced by the Institute will be issued in one of the official languages of the EU.

SECTION II RULES GOVERNING THE OPEN PROCEDURE AND RESTRICTED PROCEDURE WITH CONSULTATION OF THE CCPC

Article 10 Open Procedure

1. Where the value of a supply or service contract exceeds the threshold foreseen by the Principal of the EUI in a Decision on the matter, a public call for tender is held.
2. In this case, the authorising officer shall ensure that the notification of the public call for tender is published:
 - on the Institute's website
 - in an Italian national daily newspaper.

The procurement documentation (see Article 12) shall be posted on the Institute's website and the notification of the tender shall specify the URL for these texts.

This notification shall be sent to the representatives of the Member States at the Institute (the High Council and / or the Budget Committee) to facilitate the possible publication thereof at their own expense in the relevant Member States.

3. The authorising officer concerned shall follow up this publication and the dissemination of information in communicating the call for tenders to at least five economic operators.

However, considering the nature of some of the services provided, which require the selected economic operator to have a base in the Florence area, or in a nearby region, the publication foreseen in Art. 10(2) *supra* shall not be carried out in the case of service contracts relating to:

 - hotel, catering, housing, private health services
 - building cleaning, transportation services
 - building and garden management

Article 11

Restricted Procedure with Consultation of the CCPC

Between the threshold for the open procedure and the threshold for the restricted procedure, a restricted procedure with consultation of the CCPC shall be held.

The authorising officer shall publish the call for tenders on the Institute website and communicate it to at least five economic operators, following the rules laid down in this Section.

In case of a tight oligopoly there will be no publication on the website and the number of operators may be reduced, after positive advice of the CCPC.

Article 12

Contract Documentation

1. The contract documentation is prepared by the authorising officer. It must be sent out on the same day to the different economic operators. Wherever possible the documentation shall consist of a form. This form must include information on the following:
 - a reference to the protocol on privileges and immunities of the Institute
 - a reference to the privacy policy of the Institute
 - a reference to the security policy of the Institute, if relevant
 - the subject of the contract, the type of contract (relevant goods, services or works) and the procedure for the award of the contract
 - the Service of the Institute in charge of the tender
 - the procedures for the deposit and presentation of tenders, and in particular, where applicable, the requirement to fill in a standard application form
 - the clause which prescribes that the submission of a tender implicitly means acceptance of the general specifications to which it relates
 - the period of validity of tenders during which the contractor is bound by all the conditions of his/her offer
 - the payment arrangements
 - the weighting attributed to the various award criteria.

Article 13

Time Limit for the Submission of Tenders

1. The time limit for the submission of tenders shall be long enough to allow all candidates a reasonable period to prepare and submit tenders, taking particular account of the complexity of the tender.
2. Unless there is a duly substantiated urgency (the reason for which must be mentioned in the report to the CCPC), the time period allotted for this purpose may not be less than three

weeks in the case of the open procedure and not less than two weeks in the case of the restricted procedure with consultation of the CCPC.

Article 14

Transmission of Tenders

1. The arrangements for the submission of tenders and requests to participate shall be determined by the authorising officer, who may choose an exclusive method of submission. Tenders and requests to participate may be submitted by letter (post or courier) or by electronic means. Requests to participate may also be submitted by fax.
2. The means of submission chosen shall be non-discriminatory in nature and shall not have the effect of restricting the access of economic operators to the award procedure. The means of submission chosen shall ensure that the following conditions are satisfied:
 - a) each submission contains all the information required for its evaluation
 - b) the integrity of data is preserved
 - c) the confidentiality of tenders is preserved and the authorising officer examines the content of tenders only after the time limit set for submitting them has expired
 - d) The time limit is set in a non-discriminatory way.
3. Where necessary, the authorising officer may decide that requests to participate submitted by letter or fax must be confirmed by electronic means before the expiry date for transmission of tenders.
4. Where the submission of tenders and requests to participate is authorised by electronic means, the tools used and their technical characteristics shall be non-discriminatory in nature, generally available and interoperable with the information and communication technology products in general use. The information relating to the specifications required for presentation of tenders and requests to participate, including encryption, shall be made available to the tenderers or candidates. The Institute will confirm by e-mail to tenderers that a tender documentation has been received.
5. Where submission is by letter, tender documents will be submitted in one original with two copies.
6. In order to maintain the confidentiality of the tenders, the notice provided by the authorising officer shall specify the following:

“Tenders shall be submitted in two envelopes, the two envelopes must be sealed. The inner envelope must be smaller and bear, in addition to the name of the service to which it is addressed in the Institute, the words: response to an invitation to tender. Not to be opened by the mail service. Do not use envelopes which can be opened and closed again without showing any sign of this having been done”.

Article 15

Contacts with the Tenderers after the Opening of the Procurement Procedure

1. In principle contacts between the Institute administration and a tenderer in the period between the opening and the closure of the tendering procedure are prohibited.
2. However, in exceptional circumstances, contacts can be foreseen in the tender procedure. These contacts must be stipulated in the invitation letter and can only concern the technical aspects of the procurement and must not in any case concern financial or commercial matters. These contacts may occur:
 - a) before the closing date for the submission of tenders:
 - (i) at the request of tenderers: additional information aimed specifically at clarifying the nature of the call for tender may be given to the tenderers on condition that the same information is communicated at the same time to all the operators invited to tender.
 - (ii) on the initiative of the authorising officer concerned: a meeting with all applicants, or a visit to the premises involved in the contract, can be organised. If the authorising officer finds an error, a lack of precision, an omission or any other defect in the text of the contract documentation, he/she may inform those concerned under exactly the same conditions as applied to the invitation to tender.
 - b) after the opening of tenders and at the initiative of the competent authorising officer. For example, if some clarification of a submitted tender is required (for example, if a tender contains an abnormally low price), or if there are obvious errors in the tender, the Institute may take the initiative of contacting a tenderer.
3. In every case where these contacts have been made, the main concern shall be:
 - to treat all the tenderers on an equal footing
 - to draw up a “note for the file” and to mention these contacts in the report to the CCPC.

Article 16

Opening of Tenders

1. To open the tenders, the competent authorising officer for the contract in question shall set up an opening committee consisting of two members of staff, one of whom is not part of the service dealing with the contract and should chair the opening committee.

The authorising officer shall transmit the envelopes received from the tenderers without delay to the chairperson of the committee for the opening of the tenders. The committee shall proceed with the opening of the envelopes after the deadline fixed for the lodgement of tenders. The committee must also confirm that the requirements for the submission of tenders have been met.

All tenders must be opened, even if they do not comply with the procedure requirements.

2. The opening of the tenders shall give rise to minutes drawn up in due form immediately after the opening committee meeting and signed by its members.
The minutes must specify the form and the material state in which the tenders were submitted to the opening committee, and, if appropriate for specific tenders, which lodgement requirements were not respected.

In order to authenticate the documents examined, the members of the opening committee initial all pages of the original of the documents received as well as the envelopes in which they were presented. They shall initial also the first and last page of the copies of said documents.

All tenders, including the envelopes, as well as the afore-mentioned minutes form an integral part of the file.
3. The final say as to the validity of a tender lies ultimately with the opening committee. In a case of doubt, it may consult the CCPC on this matter.
4. In cases in which there is only one tender, or if there is only one tender declared valid because others are declared inadmissible, such single tender may be accepted if it meets the requirements of the open or restricted invitation to tender and it is consistent with the criteria of sound financial management.

Article 17 **Period of Validity of Tenders Received**

The period of validity of the tenders is the time period established by the authorising officer concerned, during which the tenderer is bound by his/her bid and is obliged to abide by its terms.

This time period is designed to enable the committee to examine and compare the tenders received and to conclude a contract in compliance with the relevant procedures.

Article 18 **Composition of the Consultative Committee for Procurements and Contracts**

1. The CCPC shall be made up as follows:
 - the Secretary General of the Institute who is Chairperson
 - the Director of the Budget affairs service
 - two other Directors of Service nominated by the President for the period of two years (a third Director of Service will be nominated on an ad hoc basis when the authorising officer competent for the tender is the Director of the Budget affairs service or one of those nominated yearly). The Internal Auditor shall not be nominated
 - the authorising officer concerned with the tender in question.

The authorising officer referred to in the last indent may require the assistance of one or more members of staff from his/her service who are experts in the technical matters to be examined.

2. The members of the Committee may be represented by others with the agreement of the Chairperson of the CCPC.
3. If necessary, the Chairperson of the Committee may invite one or several experts to take part in the meeting on specific points.

Article 19 Competence and Tasks of the CCPC

1. The CCPC has competence to advise the President on all matters related to procurement, as laid down in the present Decision.
2. The CCPC issues:
 - a. recommendations on single procurement procedures, and particularly on the nature of the market, on the market estimate and on the choice of the operators to contact
 - b. recommendations on general supplies policy
 - c. opinions.
3. In case of disagreement between the CCPC and the authorising officer, the matter is submitted to the President for a decision.
4. The CCPC may also proceed with the ex-post examination of contracts selected at its own discretion for amounts below the reference threshold. In order to fulfil this task, the Chairperson may require information on all contracts concluded.
5. Moreover, the CCPC has competence for the following:
 - a. draft amendments and additions to the contracts referred to in Article 4
 - b. standard forms and texts related to invitations to tender (public or restricted) which are referred to in Article 12 on contract documentation
 - c. questions raised when contracts are awarded or executed (cancellation of orders, request for a remission of a penalty for delay, waivers to the specifications and general conditions) when the issue is sufficiently serious to warrant a request for an opinion
 - d. opinions, explanations or clarifications which an authorising officer might wish to obtain before the launching of the contract.

Article 20 Operating Rules of the CCPC

1. Draft tender documentation is submitted to the CCPC for its opinion by the authorising officer before it is officially issued.

After the opinion of the CCPC, the tender is launched. The result of the tender is submitted to the CCPC by the authorising officer, together with a report which must follow a given structure and contain certain features specified in Annex 1 to this Decision.
2. The CCPC shall meet when it is convened by its chairperson, every time this is necessary. In normal circumstances each member receives a file for each case on the agenda eight days before the date of the meeting. This dossier is also forwarded to the Internal Auditor.

3. The quorum required for a meeting to be valid is four.
4. The CCPC delivers its opinion with a majority of three votes.
5. In urgent circumstances, the CCPC may also issue an opinion by written procedure. In this instance, the chairperson transmits the report on which an urgent opinion is required to the members of the CCPC. The members express their point of view within two working days from the receipt of the file. Once this deadline has elapsed, if no comment has been received from the members, a favourable opinion shall be considered adopted.
6. The Director of the Budget Affairs service is in charge of the CCPC secretariat, and is hereafter referred to as the "CCPC secretary". In the case of his/her absence at a particular meeting, the chairperson of the CCPC may appoint another member of staff to act as secretary of the meeting.
7. The CCPC secretariat shall make sure that the original documentation of every tender procedure is stored in the central Archive office of the Institute according to the regulation currently in force.
8. In case of recommendations on the results of tenders, the CCPC will issue a written opinion which shall be signed by the chairperson of the CCPC within two days of the meeting. The opinion shall cover the regularity of the procedure followed, the choice of supplier, service provider or contractor and the conditions taken into account for the award of the contract.
The opinion shall be forwarded immediately to the President for approval.
9. In any case the meetings of the CCPC will give rise to written minutes which are submitted to the members of the CCPC for approval. These are then signed by the Chair and Secretary of the CCPC.
10. When the minutes (with its Annexes) are approved, they shall be forwarded to the Principal, to all members of the CCPC and to the Internal Auditor.

Article 21

Information to Tenderers

1. Once the award procedure is concluded, the authorising officer shall inform candidates and tenderers of decisions reached concerning the award of the contract, and may include the reasons for not awarding the contract.

The authorising officer shall inform all unsuccessful candidates simultaneously or individually, by mail or e-mail, that their offer has not been accepted. The information will include the reasons why the application has not been accepted and the available legal remedies.

The information to all tenderers can also be given through the Institute's website. In this case, tenderers have to be previously informed of this procedure and the results of the tender can be considered as properly communicated after 14 working days from the insertion in the Institute's website.
2. A contract with the successful tenderer shall be concluded no earlier than 14 working days after the unsuccessful candidates have been informed, unless otherwise foreseen in the tender documentation.

3. Unsuccessful tenderers may request additional information about the reasons for their rejection, the merits of the tender accepted and the name of the successful tenderer. The authorising officer shall reply within no more than 5 working days from receipt of the request.
4. Unsuccessful bidders can challenge the result of a tender, following the procedure foreseen in Section IV, within 10 days from the notification by the Institute mentioned in par. 1.

SECTION III THE RESTRICTED PROCEDURE

Article 22 General Rules for the Restricted Procedure

1. Within the restricted procedure the competent authorising officer shall:
 - negotiate the technical, financial and commercial conditions of a contract, that is to say there shall be no obligation to comply with the provisions of Section II (in particular the contract documentation, the submission of tenders and the establishment of a tender opening committee)
 - award a contract without prior opinion of the CCPC. This body can, however, be consulted if deemed appropriate by the authorising officer.
2. The restricted procedure is applied when:
 - the estimated value of a contract is below the threshold decided by the President for said procedure
 - the estimated value of a contract is above the threshold decided by the President, but the other cases foreseen in Article 24 apply.
3. When using the restricted procedure the authorising officer shall contact at least three candidates of his/her choice which are deemed to be best qualified to meet the requirements of the Institute. In any case, the consultation of candidates is valid if they produce a concrete proposal and send it to the Institute or if they reply in written form that they are not willing to participate in the tender procedure.

Article 23 Procedure for Contracts Involving Limited Financial Resources

1. The President will define two lower thresholds, under which the authorising officer is allowed to contact only two candidates or to purchase the goods, works or services upon the issue of a simple bill or invoice.
2. By way of derogation to the requirement that two or three proposals be submitted, the Principal, or the Secretary General by delegation, may conclude a service contract where special technical or specific expertise is required.

Article 24

Procedure to be Followed in Special Cases

The restricted procedure can also be applied:

- a) In cases of great urgency (art.64 of the Financial Rules): the existence of the urgency must be recognised by the President (in his absence by the Secretary General) who will also decide the number of operators to be contacted.
- b) In case of an open or restricted invitation to tender, which did not lead to an award of contract: in this case, the matter has to be referred to the President, or the Secretary General by delegation, who will decide which procedure, inside the provisions of the present section, should be applied.
- c) In case of a legal or *de facto* monopoly: in this case, the authorising officer can contact the single operator who enjoys a monopoly position. A distinction should be drawn between two cases:

I) In the case of the obvious existence of a monopoly (in particular a legal monopoly), the authorising officer shall apply the restricted procedure directly and contact the economic operator holding the monopoly.

II) When an economic operator enjoys a dominant position which is virtually a monopoly, the choice of this operator is made by the President after advice from the CCPC. The same holds true for:

- Contracts that for technical reasons can be awarded only to an economic operator who was awarded the previous main contract or who has already provided a large technical infrastructure.
- Contracts for the maintenance of the EUI buildings, that for technical reasons and for the sake of coordination should be awarded to economic operators already selected by the “Provveditorato alle Opere Pubbliche per la Toscana e l'Umbria” after an open tender. The Institute may in any case verify the prices offered by these operators.
- Contracts for the supply of goods or services that for technical, intellectual, practical or legal reasons can be carried out only by a specific contractor or supplier.
- Contracts for gas, electricity or telephone services, as long as the respective markets are not entirely liberalised. In this case it is necessary to invite the existent operators to present an offer, eventually with the help of a consultant.

SECTION IV

DISPUTES AND FINAL MEASURES

Article 25

Mediation

Any dispute arising from the award of contracts or the application of the contracts signed according to this Decision can be transmitted, within a period mentioned in Article 21.4, to a Mediator.

The EUI and the complainant shall jointly appoint the Mediator. A decision will be taken by the Mediator within 5 working days.

The Mediator is asked to conduct the mediation in an effective, impartial and competent way, regardless of the denomination or profession of that third person in the Member State concerned and of the way in which the third person has been appointed or requested to conduct the mediation.

The European Code of Conduct for Mediators applies.

If the decision by the Mediator is considered unsatisfactory, any party to the mediation may activate the arbitration procedure foreseen in the following article within four weeks.

The costs of the mediation procedure shall be borne by the parties.

Article 26 **Arbitration**

In order to start an arbitration procedure, each party shall appoint one arbitrator and the two appointed persons shall nominate a third arbitrator.

The decisions of the arbitration body will be taken by majority.

The costs of the arbitration procedure shall be borne by the party which loses the case.

Article 27 **Final Measures**

1. The standard forms and texts currently in use and annexed to this regulation shall continue to be valid, but may be amended by the CCPC.
2. The thresholds determining the various procedures mentioned in this Decision will be settled by separate President Decisions.

Done at Florence,

Signed José Borrell Fontelles

ATTACHMENT I

To the Regulation of
the President on the
award of contracts

REPORT OF THE AUTHORISING OFFICER TO THE CCPC

A. FORMAT OF THE REPORT

The report shall be drafted according to the following format:

Report to the Consultative Committee for Procurements and Contracts

.....
.....

1. Background of the proposal

Competent service

2. Subject and objective

3. Market prospecting: procedure followed and justification for selection

Call for tender, direct agreement, public call for tender

4. Results obtained

Examination and analysis of tenders

5. Reason for selection of supplier

6. Total amount forecast

Budgetary allocations
Financial availability

7. Characteristics of contract

8. Conclusions

9. Signature of the authorising officer (or the authorising officer by subdelegation)

10. Annexes

- 1) Tender notice
- 2) Minutes of the opening of the tenders
- 3) List of firms consulted
- 4) Tenders received
- 5) Comparative financial table and, where appropriate, technical table
- 6) Draft order or contract

Comments

It is essential that the report describe the case as clearly as possible so as to avoid lengthy discussions.

When the file is too bulky, it may be possible, if the Secretary General agrees, to forward a file consisting only of the main documents.

In any event at least one complete file shall be prepared and placed at the disposal of the members of the CCPC. The members of the CCPC secretariat may consult this file during the eight days prior to the meeting.

B. CONTENTS OF THE REPORT

1. **Total amount forecast**

The report shall specify the total amount of expenditure planned and the budget item under which this expense will be charged.

2. **Characteristics of the contract**

The report should underline all the special clauses in the contract. This will enable the CCPC to formulate a detailed assessment on all of the aspects of the contract.

3. **Conclusions of the presentation report**

In this part of the report, the authorising officer shall provide a very precisely worded summary of the conclusion, which he/she has reached. This conclusion should include the name of the co-contractor and the level of cost in national currency and/or in Euro.

4. **Annexes to the presentation report**

- a) the text of the tender notice and specifications: all the details relating to the text of the call for tender as set out in Title II of this Decision.
- b) Written minutes of the opening of tenders received: an *ad hoc* committee shall be entrusted with the task of opening the tenders. Details concerning the nomination of this committee, the tender

opening procedure and the written record of this opening are provided in Article 15 of this Decision. A model for these minutes has been annexed to this document;

- c) List of firms consulted: this list shall be exhaustive and include the names of all firms consulted including those who did not respond or who declined the invitation to tender as well as tenders which did not comply with the tender requirements.
- d) Tenders received: The annex to this report shall include all tenders received. Indeed, the CCPC would not be in a position to fulfil its mandate in satisfactory conditions if the file submitted by the competent authorising officer were not to meet this requirement. It is therefore not sufficient to have a file containing only a summary of the tenders submitted by the different companies; likewise, annexing to the minutes a file containing only the bid from the tenderer proposed by the service for the award of the contract would not suffice. All the tenders received must be annexed to the minutes.

The only exceptions allowed to this rule are those related to an extreme difficulty if not indeed impossibility to produce copies of the tenders in question (for example, bulky models, slides, etc.). In this case, it is sufficient but nonetheless important for there to be one copy of all the tenders available and at the disposal of the members of the CCPC at the time of their meeting.

a) Comparative table of prices

and, where appropriate, **technical comparative tables**

This financial comparative table shall enable the members of the CCPC to have a clear overall picture of all the prices submitted by the tenderers and in particular the tenders considered to be valid. The technical comparative table will help members understand the selection proposed by the authorising officer having regard to the technical requirements referred to in the specifications.

b) Draft contract or order

The minutes shall include the proposed draft contract to be made with the selected tenderer as an Annex. It will therefore also be possible for the CCPC to check conformity of the proposed contract with the call for tender and in particular the specifications as well as the general and special conditions laid down in the invitation.