

FINANCE AND PROCUREMENT

 DRS/PRO/DELE/RB(2016)00471  
 Thessaloniki, 09 March 2016

## ACCELERATED OPEN INVITATION TO TENDER

### ***“Renovation of facades at the Cedefop building”***

**AO/DRS/ASAIN/Windows/003/16**

 REFERENCE: *Contract notice - 2016/S 048-079078 of 09/03/2016*

Dear Sir/Madam,

We thank you for the interest you have shown in this tender procedure.

The purpose of this call for tenders and additional information necessary to present a tender can be found in the attached Tender Specifications. You should note however the following important points concerning the submission of a tender and its implications.

1. Tenders (and documents included in them) should be submitted preferably in English, but in any case in one (or in any) of the official languages of the European Union.
2. Tenders may be submitted exclusively in one of the following ways:

**(a) by post** to be dispatched **not later than the date and time specified in the timetable in point 8 below**, in which case the evidence shall be constituted by the date of dispatch on the postmark or the date of the deposit slip, to the following post address of Cedefop :

**European Centre for the Development of Vocational Training (Cedefop),  
 Attention of Procurement Service  
 PO Box 22 427  
 GR – 55102 Thessaloniki, Greece**

**Important:**

*If using a postal service, tenderers must use a registered, reliable one. If no postmark has been stamped or if the postmark is not legible, Cedefop will accept deposit slip issued by the postal service, provided that this clearly indicates the date as filled in by the post office and not by the tenderer.*

*Tenderers shall inform Cedefop by e-mail ([c4t-services@cedefop.europa.eu](mailto:c4t-services@cedefop.europa.eu)) or fax (+30 2310 490028)*

- ✓ *that they have submitted an offer in time, and*
- ✓ *that they request Cedefop to confirm receipt of the e-mail or fax.*

**Tenderers should not attach** *their offer to any of the above informative e-mail or fax.*

or

**(b1) by courier service** to be dispatched not later than **the date and time specified in the timetable in point 8 below**, in which case the evidence shall be constituted by the date of dispatch to the address below or the date of the deposit slip,

or

**(b2) delivered by hand** not later than **the date and time specified in the timetable in point 8 below**, in which case a receipt must be obtained as proof of submission, signed and dated by the official in the above mentioned Service who took delivery,

to the following address (for points **(b1)** and **(b2)** above):

**European Centre for the Development of Vocational Training (Cedefop),  
Attention of Procurement Service  
123, Europe Str,  
GR-57001 Thessaloniki-Pylea, Greece  
Tel: +30 2310 490111 / 490 064**

Please note that Cedefop is open from 09h00 to 17h00, Monday to Friday. It is closed on Saturday, Sunday and Cedefop holidays.

3. Tenders must be submitted strictly adhering to the following.

Tenders must be submitted in a sealed envelope itself enclosed within a second sealed envelope. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The **outer envelope**, addressed simply to Cedefop (address depending on the means of submission, see point 2 above), should only bear additionally **the name and address** of the sender.

The **inner envelope**, addressed to the Procurement Service as indicated under point 2 above, must bear a self-adhesive label with the indication **“Accelerated Open Invitation to tender – Not to be opened by the internal mail service”** and all the necessary information, as shown below:

<p><b>ACCELERATED OPEN INVITATION TO TENDER</b></p> <p><b>CEDEFOP No: AO/RES/ASAIN/Windows/003/16</b></p> <p><b>‘Renovation of facades at the Cedefop building’</b></p> <p><b>Name of tenderer: .....</b></p> <p><b>NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE</b></p>
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The inner envelope must also contain two sealed envelopes, namely, Envelope A – “Supporting Documents” and Envelope B – “Financial Proposal”. The content of each of these two envelopes is described in section 6 of the attached Tender Specifications.

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible. It is mandatory to include in the offer a **Cover Letter, signed by the person/s that is/are authorised to sign the contract in case of contract award, stating that the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure** (see also point 1 of the Tender Specifications).
5. **Submission of a tender implies acceptance of all the terms and conditions set out in this Invitation to Tender, in the specifications and in the draft contract and**, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.
6. The opening of tenders will take place at Cedefop on the date and time specified in the timetable in point 8 below. Each tenderer may be represented at the opening of tenders by one person. The name of the person attending the opening must be notified in writing by fax (Fax No +30 2310 490 028) or by e-mail ([C4T-services@cedefop.europa.eu](mailto:C4T-services@cedefop.europa.eu)) at least two working days prior to the opening session.
7. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

#### 7.1 Contacts before the final date for submission of tenders:

- Two optional on-site visits are planned to take place on **the dates and time specified in the timetable in point 8 below**. The meeting point will be the reception hall of Cedefop. Tenderers must send written notification of the names of the persons (maximum 2) who will attend one of the two meetings by fax (+30 2310 49 00 28) or by e-mail ([c4t-services@cedefop.europa.eu](mailto:c4t-services@cedefop.europa.eu)), at the latest by 14:00 (local time) on the day before the site visit. All the costs of attending this meeting are borne by the tenderers. Each tenderer can attend **only one** of these two optional on-site visits (their choice). Minutes (if required) of the on-site visits will be published on Cedefop's website.
- At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the tender documents. Any request for additional information must be made in writing by e-mail ([C4T-services@cedefop.europa.eu](mailto:C4T-services@cedefop.europa.eu)) or by fax (fax No +30 2310 490 028).

**Requests for additional information/clarification (if any) from potential tenderers should preferably be written in English and should be received by the date and time as specified in the timetable in point 8 below. No such requests will be processed after that date.**

- Cedefop may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

The Answers/Clarifications of Cedefop to the requests for additional information/clarification of the tenderers, including that referred to above, will be published on Cedefop's website under the same link where this Accelerated Open Tender Procedure is announced (<http://www.cedefop.europa.eu/en/about-cedefop/public-procurement>.) **Tenderers must ensure that they visit regularly the site for updates up to the closing date for receipt of tenders.**

7.2 Contacts after the final date for submission of tenders and before opening:

- Tenderers should not contact the Contracting Authority (i.e. Cedefop) on their own initiative.
- Tenderers are not allowed to amend their offers, e.g. by completing the documents they sent, replacing them with amended ones or sending new documents initially not included in the tender, as this may lead to rejection of the tender at a later stage. Any such need for additional information/document identified by the Evaluation Committee during the evaluation process will be notified to the tenderer concerned at Cedefop's initiative, providing for a reasonable deadline for response (see also the provisions under the heading below).

7.3 Contacts after the opening of tenders:

- Tenderers should not contact Cedefop on their own initiative at that stage.
- If clarification on the compliance with the Eligibility and/or Selection Criteria is required or if obvious clerical errors in the tender need to be corrected Cedefop may contact tenderer/s in writing to obtain further clarification or documents on specific points of the tender or to correct obvious clerical errors.
- In regards to possible clarifications on obvious clerical errors in the Financial Offer, tenderers must not add any new prices, but only explain the quotation on the basis of elements and prices already present in the offer. In case a tenderer alters his financial offer during a clarification (beyond the correction of any obvious clerical/calculation errors), this offer will be automatically rejected.
- Tenderers should be prepared to reply to such requests for clarification within a short reasonable deadline as it will be stated in the request for clarification.

## 8. Timetable:

	DATE	TIME
Optional Site visits	15/03/2016 18/03/2016	10h30
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	21/03/2016	
Last date on which clarifications are issued by Cedefop	23/03/2016	
Deadline for submission of tenders (hand delivered)	31/03/2016	17h00
Deadline for submission of tenders by post / courier	31/03/2016**	N/A
Validity of the tenders	30/09/2016	N/A
Tender opening session	07/04/2016	11h00
Estimated contract signature date	Mid May 2016	

**\*\*:** as this procedure is an accelerated (urgent) open procedure, tenderers are kindly requested to submit their tenders by courier or hand-delivered and not by post in order to be able to receive all tenders by the opening date i.e. 07/04/2016

9. Tenderers must maintain the validity of their tender for at least 6 months following the deadline of submission of tenders.

In exceptional cases, before the period of validity expires, Cedefop may ask the tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain his tender for a further period of 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 6 months irrespective of the date of notification.

10. All costs incurred in preparing and submitting tenders should be borne by the tenderers.
11. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. If such decision is taken, the tenderers will be notified accordingly.
12. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon:

➤ the signature of the Contract with the successful tenderer, or

13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:  
[http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

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.

14. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation<sup>1</sup>. For more information, see the Privacy Statement on [http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm).

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<sup>1</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298 of 26.10.2012, p. 1) as amended.

15. Once Cedefop has opened the tender, it becomes its property and it shall be treated confidentially.
16. You will be informed of the outcome of this procurement procedure by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail address regularly.

Yours sincerely,

signed Ralph Martens  
Head of Department Resources and Support

Attached: Tender Specifications

# **ACCELERATED OPEN INVITATION TO TENDER**

***AO/RES/ASAIN/Windows/003/16***

***‘Renovation of facades at the Cedefop building’***

## **Tender Specifications**

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Annex I:	Power of Attorney (Models 1 and 2)
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Annex L:	Cedefop plans



## Introduction to Cedefop: Europe's agency for training policy

Source: <http://www.cedefop.europa.eu/EN/about-cedefop.aspx>

To provide people with the skills they need, vocational education and training systems (VET) need to adapt quickly to changing demands. European VET policy's central aim is to promote excellence through VET. To make it both an attractive learning option for the brightest and best young people and adults and an effective way of helping those with low levels of qualification to develop their skills.

Cedefop (the European Centre for the Development of Vocational Training), founded in 1975 and based in Greece since 1995, is a European Union (EU) agency. It supports the European Commission, Member States <sup>(2)</sup> and social partners by helping design VET policies that promote excellence and social inclusion and strengthen European cooperation in VET.

### Cedefop's objective and priorities for 2012-16

Cedefop's activities are guided by its strategic objective and medium-term priorities 2012-16. Cedefop's strategic objective is to contribute to designing and implementing policies for an attractive VET that promotes excellence and social inclusion and to strengthening European cooperation in developing, implementing and analysing European VET policy. This objective is supported by three priorities:

- **Supporting modernisation of VET systems**

Modern VET systems must be relevant to individual and labour market needs. They should take into account learning acquired in different ways (for example through work experience) and at different times and allow people to move between countries and sectors.

Member States decide national VET policies and Cedefop monitors and reports on the reforms and changes they make to their systems. Cedefop also works to improve international VET statistics.

European cooperation in VET, led by the European Commission working with Member States and social partners, has agreed shared objectives. As part of this cooperation, Cedefop has helped develop, and is now working to implement, common European tools and principles, which aim to make it both easier to work and study abroad and move between different parts of a national education and training system (for example between general and vocational education).

- **Careers and transitions – Continuing VET, adult and work-based learning**

Today, people are likely to change jobs more often. Cedefop is looking at how continuing training and work-based learning for adults can help people to manage their careers better and improve their job prospects. Cedefop is also examining how work-based learning for adults can help enterprises to deal with technological change, generate innovation and increase competitiveness. New demands are also being made of VET teachers and trainers and Cedefop is looking at their changing roles and their skill and learning needs.

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<sup>(2)</sup> Cedefop also works with Iceland and Norway.

- **Analysing skills needs to inform VET provision**

Europe's growth and competitiveness will be held back if people's skills do not meet job requirements. Unemployment currently coexists with skill shortages. Understanding and anticipating the skills required helps ensuring that training meets labour market needs. It helps to promote a better match between individuals' potential and job requirements.

Cedefop's skill needs analysis provides insights into the trends that influence skill supply and demand and the imbalances that may arise both in the EU and individual Member States. Cedefop is also finding out more about sectoral and occupational developments, such as the demand for 'green' skills for sustainable growth and, as the population ages, the potential for jobs creation and impact of skill needs of the 'silver' economy.

### **Cedefop's information**

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal [www.cedefop.europa.eu](http://www.cedefop.europa.eu). The web portal provides news on Cedefop's major themes "Identifying skills needs", "Understanding qualifications", "Analysing policy" and "Developing lifelong learning". All Cedefop publications are available for download. Cedefop hosts and organises conferences and events throughout the year.

In addition to its web portal [www.cedefop.europa.eu](http://www.cedefop.europa.eu), Cedefop's work can be followed on Facebook at [www.facebook.com/cedefop](https://www.facebook.com/cedefop) and Twitter at [www.twitter.com/cedefop](https://www.twitter.com/cedefop).

## 1. OVERVIEW OF THIS TENDER PROCEDURE

In submitting his tender in response to this tender procedure, the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale and terms of business may be, which he hereby waives. No account can be taken of any reservation or disclaimer expressed in the tender as regards the tender dossier's Tender Conditions and Specifications and the Contract's Special and General Conditions. If necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 7 of the Invitation to tender. Any reservation or disclaimer may result in the rejection of the tender without further evaluation on the grounds that it does not comply with the conditions of the Tender Dossier.

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 Financial Proposal containing all the required information may lead to the rejection of the tender.

### 1.1. Description and type of the contract

a) *Title of the contract:* **"Renovation of facades at the Cedefop building"**

b) Short description of content of this contract:

The project comprises design, manufacture and implementation services for the replacement of the existing aluminium curtain wall system, of three skylights and of separate individual windows and doors for the entire ground floor perimeter of the Cedefop building.

c) Type of contract: Direct Supply Contract

### 1.2. Place of delivery or performance

The tasks will be completed both in the Contractor's premises and in Cedefop's premises (the biggest part in Cedefop's premises).

### 1.3. Division into lots

This tender procedure is not divided into lots.

### 1.4. Variants

Tenderers **may not** offer variant solutions to what is requested in the tender specifications. Cedefop will disregard any variants described in a tender, and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the tender specifications.

### 1.5. Value or quantity of purchase

The maximum budget for the required renovation services described in this call for tenders is **300,000 EUR** (excl.VAT).

### **1.6. Duration of the contract**

The contract shall enter into force on the date of signature of the last contracting party, and shall have duration of six (6) months.

### **1.7. Main terms of financing and payment**

Payments will be made within 30 days of submission of invoices and at the conditions set out in the draft contract. The completed deliveries and associated services / tasks should be invoiced to Cedefop after prior acceptance by Cedefop.

Cedefop shall make payments to the contractor as follows:

- Pre-financing: 10% after contract signature and within 30 days of submission of invoice and at the conditions set out in the draft contract.
- Interim payment: 40% upon 100% completion and partial acceptance of supply, provision and installation of curtain wall, windows, doors and skylight of Europa conference room and documentation (approx. 3 months after contract signature);
- Payment of the balance: upon 100% completion and full acceptance of supply and installation of remaining windows and documentation.

## 2. TECHNICAL SPECIFICATIONS

### 2.1. Scope of Services

The project as a whole comprises design, manufacture and installation services for the replacement of the existing aluminum curtain wall system, of three skylights and of separate individual windows and external glass doors for the entire ground floor perimeter of the Cedefop's building.

**The key constraint on the project will be to maintain the current external appearance/compatibility with the original design intent albeit using modern approaches and materials to replace the existing facade systems and skylights which will need to be removed.**

Disruption to building occupants will need to be minimized ideally by the use of pre-fabricated materials (as much as possible) using a method of working a) whereby the existing cladding is removed, protecting in full the openings of the facades after removal and the replacement systems installed thereafter, b) which renders full external scaffolding unnecessary.

Such an approach should reduce costs and time as well as inconvenience to building occupants.

The renovation services should be completed (please see Annex L) until end of September 2016 and in the priority order that will be defined by Cedefop.

#### 2.1.1 Location and Actual Master Plan

The renovation services to be tendered refer to the curtain wall, windows, external glass doors and skylights of the Cedefop building as presented under Annex L: "Cedefop plans" to the present Technical Specifications. The approximate surface of the facades to be replaced is 350 sq.m [including 5 double doors (800 mm x 2200 mm each leaf)] and of the skylights is 108 sq.m. The calculations of the surfaces to be replaced are based on the as-built drawings. The successful tenderer before signing the contract will have to take exact measurements of the surfaces to be replaced.

## PART 2.2 - Special specifications

### 2.2.1 Shop Drawings

Cedefop's approval of shop drawings shall be received before fabrication.

The Contractor should submit shop drawings for curtain wall system, windows, doors, skylights and accessories. Drawings shall indicate in detail all system parts including elevations, full size sections, framing, jointing, panels, types and thickness of metal anchorage details, flashing and coping details, field connections, weep and drainage system, finishes, sealing methods, glazing, glass sizes and erection details at 1:10 scale and/ or 1:20 scale.

### 2.2.2 Design Data

Cedefop's approval of structural/static calculations shall be received before fabrication.

The Contractor should submit structural (static) calculations for complete curtain wall assembly, and skylights. Design and size components should withstand dead loads and live loads caused by positive and negative wind loads and snow (only for the skylights) in accordance with the Greek building code and Eurocode 8. Design and size components should withstand seismic loads and sway displacement in accordance with the Greek building code and Eurocode 8.

All structural calculations and design shop drawings shall be signed and sealed by the contractor's structural engineer who should be registered in Greece.

### 2.2.3 Design requirements

1. The square design, in terms of dimensions and aesthetics, of the panels of existing curtain wall, windows and doors **will not** be modified. The size of the aluminum profiles may be slightly different though as this will depend on the structural / static calculations. If reinforcement is necessary (for example an extra horizontal transom bar for the curtain wall) comprehensive explanatory data (static calculations) for review should be submitted. For the 3 sky lights, if modifications to the existing design are proposed, comprehensive explanatory data for review should be submitted.
2. Performance requirements for materials and systems to be used: As specified in table 1 below.
3. The design should provide curtain wall, window, door and skylight systems and accessories with adequate allowances for expansion and contraction of components and fastenings to prevent buckling damage, joint seal failure, glass breakage and undue stress on fastenings or other detrimental effects. For design purposes, base provisions for thermal movement on assumed ambient temperature range from -15 degrees C to +60 degrees C.
4. Curtainwall system components, window units, doors and skylights shall be furnished **by one manufacturer**<sup>3</sup>.

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<sup>3</sup> Manufacturer: provides design, engineering, fabrication and assembly services

**Table 1: Performance requirements for glazing systems and skylights**

Location	CURTAIN WALL GLAZING, WINDOWS GLAZING AND DOORS	SKY-LIGHTS GLAZING
Glazing	LAMINATED & HEAT STRENGTHENED OUTBOARD DATA & LAMINATED INBOARD DATA	TEMPERED LOW-e & SOLAR CONTROL GLASS
Outboard (mm)	66.8	8
Inboard (mm)	44.2	
Cavity (mm)	16	16
Appearance	NEUTRAL	NEUTRAL
Ug W/M2K	1.1	1.1
g-value	≥ 0.38	< 0.28
Light Transmission LT%	≥70	≥60
External Reflection RE%	< 20%	< 0.20
Safety in use	1B1	1B1
Anti-Vandalism	P6B	N/A
Sound insulation Rw (dB)	≥38dB	≥38dB
Location	CURTAIN WALL , WINDOWS AND DOORS	SKY-LIGHTS
Burglary resistance	Class 3 (WK3)	Class 3 (WK3)
Air permeability for windows & doors	Class 2 (300 Pa)	N/A
Air permeability for curtain wall	Class A4 (600 Pa)	N/A
Water infiltration for windows & doors	Class 7A (300 Pa)	N/A
Water infiltration for curtain wall	Class R6 (450 Pa)	N/A
Water filtration for skylights	N/A	N/A
Reaction to fire	Class A2	materials should be Class A2
Thermal transmittance for windows & doors (Uw W/M2K)	≤2.4	≤2.4
Thermal transmittance for curtain wall & skylight (Ucw W/M2K)	≤1,8	≤1,8
Sound insulation of the framing system and glazing	≥36dB	≥36dB
Resistance to self-weight dead load	To be specified by façade engineer To be calculated by façade engineer To be calculated by façade engineer To be specified by façade engineer To be calculated by façade engineer	
Wind load resistance		
Snow load resistance(skylights only)		
Thermal shock resistance		
Resistance to horizontal load		
Intermediate mullions and horizontal	Shall be designed to withstand loading conditions in accordance with the National Building Code and Eurocode 8 (to be specified by façade engineer in the static calculations)	

## 2.2.4 Fabrication

Framing: should be constructed from tubular extruded sections, with thermal break, of size and shape as shown on shop drawings. All framing joints shall be accurately cut, machined and sealed to allow neat watertight connections and be designed for shear block joinery with all extrusions, **in accordance with systems producer's instructions and Initial Type Tests (ITT)**. Vertical expansion joints shall be sleeved and sealed at meeting mullion ends. All structural anchors shall have 3 way adjustment with welding completed, after curtain wall is aligned. All horizontal members shall be sealed to vertical members to provide individual compartments within the system in accordance with the rain screen principle and must form individually pressure equalized and sealed cells.

Finishes: All exposed surfaces shall be free of scratches and defects. Aluminum extrusions shall be finished with electrostatic coating certified with CUALICOAT (Seaside Class).

The colour of all aluminum components i.e frames, finishes etc. will be RAL 7033.

## 2.2.5 Installation

Prior to installation the Contractor should dismantle and remove from the premises the existing curtain wall, windows, doors and/or skylights of the corresponding phase, in a safe manner according to the Greek building code. The sliding door located at the conferences' foyer will be provisionally removed until this facade is replaced and it will be re-installed. The same applies for the 2 main entries (entry-boxes) of the building (Annex L: Cedefop plans - Layout 2). All accessories of the doors that will be replaced (locks, handles, reverse mechanisms etc.) will be re-installed on the new doors). All openings where the existing cladding is removed will be fully protected against accident, weather conditions and/or intrusion of animals until these facades are replaced.

Installation and erection of glazed curtain wall system, windows, doors, skylights and all components shall be in accordance with instructions of the systems' producer. CE marking will be placed on curtain walls, windows, doors and skylights in accordance with the required specifications. There should be full matching of profiles, sizes, and spacing of installed products with those indicated on approved shop drawings. Attachments to structure should permit sufficient adjustment to accommodate construction tolerances and other irregularities.

## 2.2.6 Standards

All materials and workmanship should comply with the following, minimum list of standards and regulations:

CPR 305/2011

KENAK

EN 14351, EN13830: Framing systems

EN 14449: Laminated glass



EN 12150: Tempered glass

EN 1627, EN 356, EN 357: Security against external threat

EN 410, ELOT EN 12412.02, ELOT EN ISO 10077.02: Glazing optical & thermal performance

EN 717: Sound insulation

EN 12600: Safety in use

EN 410: Glazing optical & thermal performance

ELOT EN 1027: Water tightness

ELOT EN 1026: Air permeability

EN 14609/EN 948: Load bearing capacity of safety devices

### **2.2.7 Mock-up and Installation testing**

**Mock-up:** Before installation, the contractor should provide on-site mock up including intermediate mullion, vision glass light, and insulated infill panel. The contractor should illustrate component assembly including glazing materials, weep drainage system, attachments, anchors, and perimeter sealant. The mock-up will be tested by Cedefop to ensure no water penetration and air infiltration under the care and at the expense of the Contractor. The contractor should allow up to 72 hours for inspection of mock up by Cedefop before proceeding with work. When accepted, mock-up will demonstrate minimum standard for this work. Mock up may remain as part of finished work.

**Installation testing:** After the completion of the works, onsite field testing (quality-control field tests) will be performed on the curtain wall, windows and skylights in accordance with EN 13051 to ensure no water penetration and air infiltration. The testing will be done on representative segments of the curtain wall and windows selected by Cedefop, not exceeding a surface of 20% of the total number of openings, and on all three skylights. The required field tests shall be performed by Cedefop under the care and at the expense of Cedefop with the contractor's representative present.

Cedefop shall inspect, examine, measure and test the materials and workmanship, and shall check if they are in compliance with the relevant indications in the Technical Specifications and in the selected Contractor's offer.

If, during these inspections, measurements and/ or tests, any fault, inadequacy, disadvantage, defects, inferior quality, wear is observed in any materials, or systems, the Contractor will be obliged, depending on the failure, to proceed to immediate technical repair, completion, correction, adjustment, or even total replacement and to a subsequent repetition of the tests until their results are deemed satisfactory by Cedefop. Should systems fail second field test, system(s) may be additionally modified or repaired, and retested. In this case, Cedefop may require testing of additional areas of the systems. Failure of any of specimens to meet test requirements of third test shall be cause for rejection of system(s) and and/or skylight(s).

If Cedefop's Representative requires such system(s) or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause Cedefop to incur additional costs, such costs shall be recoverable from the Contractor by Cedefop, and may be deducted from any payment due, or to become due, to the Contractor.

Cedefop may nominate a selected representative to inspect, examine, measure and test any work on the site. The Contractor shall give Cedefop's representative(s) full opportunity to inspect, examine measure and test any work on the site.

After completion of Installation Testing, an Acceptance Committee that will be set up by Cedefop for this reason will prepare a report to the Contractor stating their decision ranging as follows:

- Full or Unreserved Installation Acceptance or
- Partial or Under-terms Acceptance. Needed remedial actions by the selected contractor for lifting any reservations should be clearly mentioned, or
- Installation Rejection with detailed reasons provided for such decision.

The abovementioned report with any measurement or other protocols will be submitted to the Contractor.

### **2.2.8 Delivery & handling**

Framing shall be protected until final acceptance takes place. The contractor should apply temporary protective coating or protective tape to finished surfaces. The coating/tape should be removed after erection. Coatings and/or tape that will become hard to remove or leave residue should not be used.

### **2.2.9 Cleaning**

All metal surfaces should be cleaned promptly after installation, exercising care to avoid damage to coatings. Excess glazing and sealant compounds, dirt, and other substances should be removed. Prior to final acceptance of curtain wall system, windows doors and skylights, glass surfaces should be cleaned on both sides. Labels, paint spots, compounds, and other defacements should be removed.

### **2.2.10 Project Documentation**

During acceptance and handover phase of the contract implementation two printed and bound copies of the project documentation (in A4 size, with larger sizes folded) where applicable, and a master copy on CD-ROM in English shall be submitted by the contractor to Cedefop and become the property of the latter, which shall include:

- Manufacturers' manuals, including maintenance and cleaning data of frames and glazing;
- Warranty;
- Technical descriptions, 'sealed and signed as-built' drawings and static calculations, systems design records and specifications;

- Field-Test results
- CE Compliance Statements and Declarations of Performance
- ITT certificates

### 2.2.11 Warranty

The contractor should submit manufacturer's written warranty in the name of Cedefop stating that for the curtain wall system, windows, doors and skylights including but not limited to frames, glazing, panels, flashings, etc., materials and workmanship is guaranteed for a period of three (3) years from the date of final acceptance of project by Cedefop including bi-annual preventive and corrective maintenance at no cost for Cedefop for this duration.

While the systems may be installed and tested in stages, due to the large size of the project and the staggered process for completion, the warranty period shall start when all systems are installed, commissioned, accepted as fully operational by Cedefop and a relative handover protocol is mutually signed. Periods, prior to the protocol signing, shall be considered as testing or burn-in and discounted from the warranty period.

## PART 2.3 - General specifications

### 2.3.1 Machinery, tools and auxiliary equipment

The Contractor is responsible for the availability of all machinery, tools and auxiliary equipment, necessary for the successful accomplishment of his duties and at his own cost.

The Contractor shall be responsible for his own machinery, tools and auxiliary equipment in terms of:

- (a) Safe usage in accordance with all applicable legislation,
- (b) Certification of personnel which will be authorised to use it.

All Contractor's machinery, tools and auxiliary equipment shall be in accordance with all relevant European legislation and shall carry the CE mark on as provided by such legislation, as well as all relevant documentation (e.g. manuals, log books etc.) proving their capacity to operate safely.

Cedefop maintains the right to inspect at any time the physical and technical condition of Contractor's machinery, tools and auxiliary equipment that will be used on site for the project.

Upon proper inspection Cedefop may prohibit the use of any machinery, tools and auxiliary equipment at the Cedefop area, notifying the Contractor on the relative inspection findings promptly. In such case, the Contractor shall not be relieved from performing scheduled activities (involving use of the respective proper machinery, tools and auxiliary equipment).

### **2.3.2 Site Conditions**

#### **Access**

Until the expiration of the Contract, the Contractor shall have the right of access to the Cedefop site, as far as that is not inconsistent with any reasonable operational, security and/or any other restrictions set by Cedefop.

#### **Modification of Means of Access**

Cedefop reserves the right at any time, if it is necessary for reasons of safety, security, hygiene or other emergencies, to modify any means of access to the site granted to the Contractor or to suspend without notice all or selected parts of the Contractor's Services, by giving written notice to the Contractor, which notice shall give reasons for the modification, and the modification shall come into effect on the date specified in the notice. Such modifications shall be made in such a manner as to reduce to the maximum extent practicable nuisance or disturbance to the execution of the Services and to secure sufficient access to the Contractor and his equipment to the site.

#### **Clearance of site**

During the execution of the works, the Contractor shall keep the site free, at his own cost and diligence, from all unnecessary obstruction, and shall store or dispose of any Contractor's equipment or surplus materials. The Contractor, at his own cost and diligence, shall clear away and remove from the site the dismantled materials and any waste, rubbish or temporary works no longer required.

If the Contractor fails to remove the dismantled materials, all his equipment, surplus material, waste, rubbish and temporary works, within ten (10) days after the completion of the works, Cedefop may dispose of such items. Cedefop shall have the right to deduct from sums due to the Contractor any additional costs.

#### **Security of the site**

Unless otherwise stated:

- a) The access to the site for provision of the works outside working hours shall strictly be forbidden without a written access request.
- b) Authorised access to the site will be limited to the personnel of the Contractor and personnel of his subcontractors.

### 2.3.3 Staff and Labour

#### **Social Security Contributions and Compliance with Labour Law**

The contractor has the obligation to comply with the labour laws, such as the legislation referring to the payment of the employees' salaries in line with the respective employment contract, as well as the collective agreements of the Member State where the contractor is established;

#### **Labour Permission**

The Contractor shall execute the Services on the site after having received, at his own cost and diligence, **all necessary permits and authorisations from the competent labour authorities**, as confirmed by the competent Cedefop Representative.

#### **Contractor's Superintendence**

The Contractor shall, at his own cost, provide competent personnel to superintend on his behalf the provision of the works.

Such superintendence shall be given by person(s) having adequate knowledge of the works to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe provision of the works. If Cedefop's Representative(s) shall consider any superintendent to be incompetent or otherwise objectionable the Contractor shall immediately, upon receiving notice to that effect, remove him/her and substitute with another.

#### **Contractor's Personnel**

The selected Contractor shall ensure that the works are performed by competent personnel. The personnel of the selected Contractor will have to be in a position to execute the required services, have all relevant qualifications for the completion of their specialised work and comply with the requirements of the laws of the Hellenic Republic and the relevant regulations, i.e. must have the lawful documents (approvals, working permits, security passes, required licenses, full insurance coverage etc.).

The selected Contractor shall, at no cost to Cedefop, provide his personnel with all Contractor's equipment and materials required for the provision of the Services.

For any accident occurring during the provision of the Services due to any reason directly or indirectly related to any act or omission of the Contractor, either to the personnel of Cedefop or other Cedefop's Contractors or to personnel of the Contractor and/or subcontractors, or to any third party, all liability shall be exclusively and fully borne by the Contractor, Cedefop being hereby specifically exonerated of any liability.

### **2.3.4 Representatives**

#### **Nomination of the Contractor's Representative**

The Contractor shall nominate a competent person to represent him vis-à-vis Cedefop in regards to all matters connected with this Contract. Cedefop shall be entitled to receive notices for all matters in connection with the implementation of the Contract.

#### **Nomination of Cedefop's Representatives**

Cedefop will appoint representatives for all matters connected with the implementation of Contract, whose names, positions, powers and authority levels will be notified to the selected Contractor.

### **2.3.5 Health and Safety**

The Contractor will have to comply with all EU and National Health & Safety Regulations.

### **2.3.6 Public Liability Insurance**

The successful bidder, prior to the signing of the contract, must provide a Public Liability Insurance Contract with a limit of not less than EUR 300.000 total coverage.

The insurance required by Cedefop shall be obtained at the sole cost and expense of the Contractor; the insurance carrier should be registered according to the national laws.

### **2.3.7 Performance guarantee**

Cedefop will require a performance guarantee from the chosen contractor as a result of this tendering procedure. The amount of the performance guarantee will be 5% of the total amount of the contract and will be released after final acceptance of the whole project. The costs for the guarantee shall be borne by the Contractor.

### **2.3.8 Licenses, Permits and Consents**

Where the performance of the renovation project requires ratification of an action taken or prior approval of a proposed action by a third party by way of licenses, permits and other consents ("Required Permits"), in compliance with Applicable Laws and the regulations of the State Authorities, the Contractor shall be solely responsible and liable, at his own expense, for obtaining all such approvals and maintaining them current, valid and complete throughout the duration of this Contract.

### **2.3.9. Environment**

The Contractor shall at all times and in all respects comply with all EU and local Environment Regulations.

## PART 2.4 – Compliance with Technical Requirements

All tenders must be fully compliant with the following technical requirements:

### Warranty

Following point “Warranty” as described in point 2.2.11 above, the tenderers must provide a signed declaration that all installed systems (materials and workmanship) are guaranteed by the manufacturer for a period of three (3) years from the date of final acceptance of project by Cedefop including bi-annual preventive and corrective maintenance at no cost for Cedefop for this duration.

### Materials to be used

All tenderers must provide materials that conform to all the technical characteristics given in Table 1 in the Technical Specifications (point 2). Therefore all tenderers must fill Annex K. The materials that will be supplied should conform to the technical characteristics given in the Technical Specifications (point 2 - Table 1). Performance values in all cases should comply with the minimum limits announced in the Specifications (point 2 - Table 1); **the tenderer must fill in the two YES/NO columns and for all requirements. Failure to comply even with one of the compulsory requirements will lead to rejection.**

### Compliance statements

Tenderers must provide CE Compliance Statements and Declarations of Performance according to the CPR 305/2011, for all systems and products to be installed and prior to final acceptance. Therefore all tenderers must submit a signed declaration, that they will submit the CE Compliance Statements and Declarations of Performance according to the CPR 305/2011, for all systems and products to be installed.

### Initial Type Tests (ITT) certificates

Tenderers should provide valid Initial Type Tests (ITT) by a notified laboratory for all systems to be used.

In case of consortium or subcontracting, the consortium or the tenderer with all subcontractors together have to provide evidence of the technical requirements as a whole (please see also 4.1 and/or 4.2 below).

### 3. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation to this tender procedure is only open to tenderers who are in a position to subscribe in full to the “**Declaration on honour on exclusion criteria and selection criteria**”, given in Annex C. All tenderers, all group (consortium) members (if any) and any subcontractor/s (identified as per the two bullet-points in the fourth paragraph of point 4.2 below) **MUST** provide the declaration on honour found in Annex C duly signed and dated.

#### 3.1. Exclusion Criteria

The purpose of the exclusion criteria is to determine whether an economic operator / tenderer is allowed to participate in the procurement procedure or to be awarded the contract.

The exclusion criteria will be assessed in relation to each company individually. In the event of recommendation for contract award, evidence will be requested as described in Annex C (last page).

#### 3.2. Selection criteria

The selection criteria concern the tenderer's capacity to execute similar contracts.

The tenderers **must** submit documentary evidence (or statements, where required) of their economic, financial, technical and professional capacity to perform this contract.

Each and all requirements for economic and financial capacity should be fulfilled by the tenderer - alone (in the case of single tenderers) or as a whole (in case the tenderer is a grouping/consortium). Participation in tendering is open to all legal persons bidding either individually or in a grouping (consortium) of tenderers.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with them. He must in that case prove to the contracting authority that he will have at his disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place their resources at his disposal. This obligation may be fulfilled by presenting signed statements from those entities. Please note that natural persons (individuals, freelancers) are also considered ‘entities’ for this purpose.

##### 3.2.1 Economic and Financial capacity

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

##### Requirement:

- The average annual turnover of the tenderer for the last **three** financial years concerning the type of supplies and services covered in this call for tenders should be at least **300,000** €.

Proof of economic and financial capacity **must** be furnished by the following document:



- Signed Statement (Please fill-in and sign your Statement in Questionnaire 2 of Annex G) of the tenderer's turnover for the last three financial years concerning the type of supplies and services similar in nature to those making the subject of this call for tenders.

In case of a consortium (grouping) or subcontracting each member of the consortium and all sub-contractors (in line with points 4.1 or 4.2 below) must provide the required statement for the economic and financial capacity, **but the assessment of whether the minimum requirement is met will bear on the consortium as a whole or the tenderer together with his subcontractors.**

In the event of recommendation for contract award the winning tenderer (single tenderer or in the case of a consortium (grouping) each member of the consortium) will be requested to prove the above by submitting Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent) if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors. For tenderers or sub-contractors (identified as per any of the two bullet-points in paragraph 4 of Art. 4.2 below) who are natural persons / freelancers, a tax declaration and tax clearance statement for the last three financial years will be requested.

If, for some exceptional reason the winning tenderer (or any consortium member or sub-contractor) is unable to provide one or other of the above documents, they will be required to justify the non-provision and may prove his economic and financial capacity by any other document which Cedefop considers appropriate. Cedefop reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

### 3.2.2 Technical and professional capacity

The Tenderers are required to have sufficient technical and professional capacity to perform the contract.

#### Requirements for Technical and professional capacity:

- Be enrolled in the relevant professional register;
- Have adequate structure and resources (trained and certified technical staff) to perform the services described in the Technical Specifications;
- Have performed **at least 3 contracts** in the past three **(3)** years (to have been concluded by the deadline of submission of offers) in the field of design, fabrication, and installation of glazed aluminium curtain wall systems, windows, doors and skylights of type and size required for the project. The required **combined total value** of these at least three (3) contracts should be at minimum **300,000** Euro;
- Have in place a Quality Management System and a certificate of conformity for Factory Production Control
- Have valid written authorisation by the systems' producer to fabricate, install and support the systems to be provided and to cascade the relevant Initial type tests (ITT) certificates;
- Provide environmentally friendly waste disposal.

## Proofs / Evidences of Technical and professional capacity

The following documents or information must be presented by the tenderer to prove his technical and professional capacity to perform the proposed contract:

- Document for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established;
- Detailed company profile (**please fill-in Questionnaire 4 in Annex G**) to prove the ability, technical know-how, experience and expertise needed for the provision of the required services under this call for tenders;
- List of at least **3** contracts performed in the past **three (3)** years in the field of design, fabrication, and installation of glazed aluminium curtain wall systems, windows, doors and skylights of type and size required for the project and with combined total amount of min. **300,000** EUR, describing the contracting authorities, the subjects, the amounts, the dates, the percentage and the specific tasks performed by the tenderer (**please fill-in Questionnaire 3 in Annex G**);
- Relevant valid certification of the quality management system (ISO 9001:2008 or ISO 9001:2015) and the Factory Production Control certificate;
- The tenderer should provide valid contract (or extract of it) between the systems producer and the manufacturer regarding a) systems' producer written authorisation to the manufacturer to fabricate install and support the systems to be provided b) the cascading of the ITT certificates;
- Declaration, by the tenderer, for an environmentally friendly management of the demolished/dismantled materials.

In case of consortium or subcontracting, the consortium or the tenderer with all subcontractors together have to provide evidence of technical and professional capacity as a whole (please see also 4.1 and/or 4.2 below).

### 3.3. Legal Position

Tenderers may choose between submitting a joint offer (see 4.1) as a Consortium / Grouping or introducing a bid as a single tenderer, in both cases with the possibility of having one or several subcontractors (see 4.2). Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed (see also 5<sup>th</sup> bullet of point 4.1. below). To identify himself (and any other participating entities, if applicable), the tenderer must complete **Questionnaire 1 in Annex G**. Tenderers are also requested to complete a **Legal Entity Form** found in **Annex D**, accompanied by all documents and information indicated in the form.

The Legal Entity Form should be completed and signed by the representative(s) of the tenderer (who sign(s) the cover letter as per point 4 of the Invitation to tender) authorised to sign contracts with third parties.

The Legal Entity Form should not be submitted by sub-contractors (if any).

#### 4. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation in Cedefop tendering procedures is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens. Pursuant to Article 119 of the general Financial Regulation the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Cedefop can therefore accept offers from and sign contracts with tenderers from 36 countries, namely: the 28 EU Member States, 3 EEA Countries (Liechtenstein, Norway, Iceland) and 5 SAA Countries (FYROM, Albania, Serbia, Montenegro and Bosnia & Herzegovina).

The procurement (tender) procedures of Cedefop are **not** open to tenderers from GPA countries.

A legal person can take part (as an individual tenderer or as a member of a consortium submitting a tender) in only one tender. In the opposite case all tenders in which that person has participated may be excluded from the evaluation.

##### 4.1. Joint Offers/ Groupings (Consortia)

- Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.
- Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.
- If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.
- A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.
- Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).
- Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.
- The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping (consortium). In this case they should attach to the offer a power of attorney

(see model in Annex I) authorising this company or person to submit a tender on behalf of the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

The contract will have to be signed by all members of the group (consortium). If the members of the group (consortium) so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (Annex I) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards Cedefop for the performance of the contract as a whole.

#### **4.2. Subcontracting/Subcontractors**

Subcontracting is defined as the situation where a contract has been or is to be established between Cedefop and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other entities for performing part of the service. If awarded, the contract will be signed by the selected Tenderer (the Contractor), who will be vis-à-vis Cedefop the only contracting party responsible for the performance of this contract. Cedefop has no direct legal commitment with the subcontractor(s).

The contractor retains full liability towards Cedefop for performance of the contract as a whole. Cedefop will treat all contractual matters (e.g. payments) with the contractor, whether or not some tasks are performed by a subcontractor. Under no circumstances can the contractor avoid liability towards Cedefop on the grounds that the subcontractor is at fault. Any subcontracting/subcontractor must be approved by Cedefop, either by accepting the bidder's tender, or, if proposed by the Contractor after contract signature, in writing by an exchange of letters. In the latter case subcontracting/subcontractor will be accepted only if it is judged necessary and does not lead to distortion of competition.

Tenderers are free to choose their subcontractors from both eligible and non-eligible countries. Thus, in principle all economic operators can act as subcontractors of eligible tenderers.

The tenderer must clearly indicate the identity of each Subcontractor and the percentage of work by value that he will perform for this contract (please fill in Annex G).

#### **Only in cases when:**

- a Subcontractor undertakes between 10,01% and 40% of the work by value,
- the total subcontracting is above 40% of the work by value, independently of the individual Subcontractor's contribution to the work by value,

the tenderer should submit with the offer:

1. the **“Declaration on honour on exclusion criteria and selection criteria”** (Annex C) filled-in and signed by the respective Subcontractor;
2. the required documents related to the economic/financial and technical/professional capacity of the Subcontractor as described in points 3.2.1 and 3.2.2;

3. the Form in Annex J (Model of Letter of Intent for Subcontractor/s) duly filled-in and signed by each respective Subcontractor, stating his unambiguous undertaking to collaborate with the tenderer if the latter wins the contract. Also should be stated the roles, activities and responsibilities of the subcontractor(s) and the extent of the resources that the respective subcontractor will put at the tenderer's /contractor's disposal for the performance of the contract

N.B. The subcontractor(s) (if any) have to provide the documents to prove their capacity only for the parts of the contract that are relevant to them. The evidence provided will be checked to ensure that the tenderer with the subcontractor(s) altogether fulfil the criteria.

## 5. AWARD OF THE CONTRACT

The contract will be awarded to the **lowest bid** that satisfies

- a) all exclusion and selection criteria as per point 3
- and
- b) all technical requirements as per point 2.4.

Only the tender(s) which meet(s) all exclusion and selection criteria as well as all technical requirements (compliant tenders) will be subject to Financial (Price) Evaluation. The compliant lowest price offer will be the winning one.

### 5.1. Financial evaluation

The financial evaluation should identify the lowest financial offer on the basis of the **Total Price** offered in the Financial Proposal table (see Annex H). The contract will be awarded to the tenderer submitting the least expensive, compliant tender.

#### Information concerning price

- The prices quoted must be fixed and not revisable.
- Prices must be quoted in EURO and include all expenses.  
Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). Such charges shall therefore not be included in the calculation of the price quoted.

For contractors based in Greece, invoices will include VAT which is paid by Cedefop and later reimbursed by the State.

For contractors established in other countries exemption is direct (invoices are submitted without VAT), subject to fulfilling as necessary the requirements of Article 151 of Council Directive 2006/112/EC.

In Belgium, use of this contract constitutes a request for VAT exemption No. 450, VAT exemption article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)".

### 5.1.1 Evaluation of abnormally low prices

If any tender's price appears to be abnormally low in relation to the supplies offered, and in order to check if the tender can be considered valid, the evaluation committee will, before it may reject this tender, send a request for clarifications to ask for explanations on the components of the tender which it considers relevant to the presumed abnormally low price and shall verify those constituent elements taking account of the explanations received. If in that relation the tenderer cannot explain his price on the basis of the economy of the services or supplies offered, or the method used, or the technical solution chosen, or the exceptionally favourable conditions available to the tenderer, the tender will be rejected.

A price will be considered abnormally low if the financial offer of any tenderer is lower with more than the acceptable margin of deviation from the average price of the other compliant offers (please note that definition of which offers are compliant is given in point 5 above). The actual deviation will be calculated as % as follows:

*The difference between the average price of the other compliant offers and the value of the presumably abnormally low financial offer will be divided by the average price of the other compliant offers.*

The acceptable margin of deviation is set to **30%**.

The approach of the Evaluation Committee to identify and eliminate abnormally low tenders will be the following:

- a) apply the acceptable margin of deviation from the average price of the other compliant offers and set aside the offers that go beyond it;
- b) check if specific notes or specific items included in the offer justify to some extent the deviation; if not, or if inadequate, send relevant request for explanation(s) to the tenderer concerned;
- c) decide on the acceptability of the offer on the basis of the notes in the tender and/or the clarification reply received.

### 5.1.2 Financially unacceptable tenders

In the context of financial evaluation, the Evaluation Committee could find that tenders are unacceptable because the price is:

- abnormally low (see point 5.1.1);
- exceed the maximum budget of 300.000 EUR as announced in point 1.5

Such tenders will have to be rejected by the Evaluation Committee-

## 5.2. Financial Proposal

The financial offer must be clear and in compliance with the tender specifications. Tenderers are requested to fill in the financial proposal table in Annex H.

The VAT amount must be indicated separately in Annex H (this applies to tenderers established in Greece only): ... EUR.

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The Financial Offers 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 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 (*not applicable for global price contract*). Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

## **6. INFORMATION ON PRESENTATION AND CONTENT OF TENDER**

It is important that tenderers provide all documents necessary to enable the evaluation committee to assess their tender. Tenderers should fully respect the instructions indicated under points 2, 3 and 4 of this open invitation to tender.

In addition, below you will find details of the required documentation.

### **6.1. Envelope A - Supporting documents**

One original and one copy of:

- cover letter, signed by the person/s (name and position) that is/are authorised to sign the contract in case of contract award
- the “Declaration on honour on exclusion criteria and selection criteria” requested in point 3 and standard template found in Annex C;
- the selection criteria documents as requested in points 3.2, 4.1, 4.2
- all documentation requested under point 2.4 and in Annex K – Technical requirements
- Questionnaires 1 – 4 as found in Annex G
- Power of Attorney (Model 1 or 2), as required in point 4.1 (if applicable) and found in Annex I
- Model of Letter of Intent for Subcontractor/s as required in point 4.2 (if applicable) and found in Annex J
- the Legal Entity Form as requested in point 3.3 and found in Annex D
- the Financial Identification Form as found in Annex E
- the checklist found in Annex F

In the case of tenders submitted by groupings (consortia) or involving contribution by subcontractors, envelope A should also contain all relevant documentation as requested in points 4.1 and 4.2 respectively (with reference to points 3.1, 3.2 and 3.3).

### **6.2. Envelope B – Financial proposal**

One original signed version and three copies of:

- the Financial Proposal containing all information requested in point 5.2 and in Annex H.



# **ANNEX A**

## **Contract Notice**

(Given as a separate file in \*.pdf format)

# **ANNEX B**

## **Draft Contract**

**(Given as a separate file in \*.pdf format)**

## **ANNEX C**

### **“Declaration on honour on exclusion criteria and selection criteria”**

**(Given as a separate file in \*.doc format)**

# ANNEX D

## Legal Entity Form

Legal Entity Form to be downloaded, depending on the nationality and legal status of the tenderer, from the following website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Legal Entity Form to be completed and signed by a representative of the tenderer (group leader in case of consortium, with indication of entity, name and function) authorised to sign contracts with third parties. It should not be signed by sub-contractors (if any).

# ANNEX E

## Financial Identification Form

To be downloaded, depending on the nationality of the tenderer, from the following website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_fr.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm)

and completed and signed by an authorised representative of the tenderer (group leader in case of consortium, with indication of entity, name and function), but not by subcontractors.

**PLEASE NOTE:**

Please indicate the BIC (Bank Identification Code) in the REMARKS box of the downloaded form.

# ANNEX F

## Check list of mandatory documents

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be included as part of your offer.

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please explain the reason
		Yes	No	
<u>Envelope 'A' must contain</u>				
one original and one copy of:	6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award (name and position of the individual(s))	Art. 4 of Invitation to tender; 6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Declaration on Exclusion & Selection Criteria (including those of consortium members and subcontractors, if applicable)	3, 6.1 & Annex C	<input type="checkbox"/>	<input type="checkbox"/>	
- selection criteria documents (if applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2, 6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- all documentation requested under point 2.4 – Technical requirements	2.4 – Technical requirements & Annex K			
- Questionnaires 1-4 (Annex G)	3.2, 4.1; 6.1 & Annex G	<input type="checkbox"/>	<input type="checkbox"/>	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, 6.1 & Annex I (model 1 or 2)	<input type="checkbox"/>	<input type="checkbox"/>	
- Letter of intent of subcontractor (if applicable)	4.2, 6.1 & Annex J	<input type="checkbox"/>	<input type="checkbox"/>	
- Legal Entity Form	3.3, 6.1 & Annex D	<input type="checkbox"/>	<input type="checkbox"/>	
- Financial Identification Form	6.1 & Annex E	<input type="checkbox"/>	<input type="checkbox"/>	
- this Checklist	6.1 & Annex F	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Envelope 'B' must contain</u>				
one original and three copies of:	6.2	<input type="checkbox"/>	<input type="checkbox"/>	
- the Financial Proposal	5.2, 6.2 & Annex H	<input type="checkbox"/>	<input type="checkbox"/>	

The tenderers should also ensure that:

<input type="checkbox"/>	the offer is formulated in one of the official languages of the European Union.
<input type="checkbox"/>	the financial proposal of the offer is signed by duly authorised agent.
<input type="checkbox"/>	the offer is perfectly legible in order to rule out any ambiguity.
<input type="checkbox"/>	the offer is submitted in accordance with the envelope system as detailed in the invitation to tender point 3.
<input type="checkbox"/>	the outer envelope bears the information mentioned in the invitation to tender point 3.

# **ANNEX G**

## **Questionnaires 1-4**

**(Given as a separate file in \*.doc format)**

# **ANNEX H**

## **Financial Proposal**

**(Given as a separate Excel file)**



# **ANNEX I**

## **Models of power of attorney**

**(Given as a separate file in \*.doc format)**

# **ANNEX J**

## **Model of Letter of Intent for Subcontractor/s**

**(Given as a separate file in \*.doc format)**

# **ANNEX K**

## **Technical compliance evaluation grid**

**(Given as a separate file in \*.doc format)**

# **ANNEX L**

## **Cedefop plans**

**(Given as 5 separate files in \*.pdf format)**