


CEDEFOP

 European Centre for the Development
of Vocational Training

Area Resources

Finance and Procurement, Procurement Service

 Thessaloniki, 05/06/2012
RS/PRO/YSIRAK/2012/0318

OPEN INVITATION TO TENDER
AO/RES/ASAIN/Maintenance Services/008/2012
'Building Maintenance Services'
Ref.: Contract notice No 2012/S 103-171328 of 01/06/2012

Dear Sir/Madam,

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

The purpose of this tender 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 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),
Procurement Service, Attention of Mr G. Paraskevaidis
PO Box 22 427
GR – 55102 Thessaloniki, Greece**

Important:

Tenderers shall inform Cedefop by e-mail (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.

Do not attach your offer to any of the above information 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)**):

**European Centre for the Development of Vocational Training (Cedefop),
Procurement Service
Attention of Mr G. Paraskevaidis
123, Europe Str, GR-57001 Thessaloniki-Pylea
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 **“Open Invitation to tender – Not to be opened by the internal mail service”** and all the necessary information, as shown below:

OPEN INVITATION TO TENDER CEDEFOP No: AO/RES/ASAIN/Maintenance Services/008/2012 ‘Building Maintenance Services’ Name of tenderer: NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE

The inner envelope must also contain three sealed envelopes, namely, Envelope A – “Supporting Documents”, Envelope B – “Technical Proposal” and Envelope C – “Financial Proposal”. The content of each of these three envelopes is described in point 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) 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:

- **An on-site visit is planned to take place** on the date 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 this site visit by fax (+30 2310 49 00 28) or by e-mail (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.

- 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 fax (fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.europa.eu).
- **Requests for additional information/clarification (if any) from potential tenders 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 Open Tender Procedure is announced (<http://www.cedefop.europa.eu/EN/working-with-us/public-procurements/calls-for-tenders.aspx>). **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 after the final date for submission of tenders.
- 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.
- If the necessary information and/or supporting documents for the assessment of an award criterion are missing, these may not be requested as clarification if this might alter the proposal. Any requests for clarification in that regard should not lead to amendment of the terms of the tender. Tenderers must not modify their tender or add any new elements to it. The reply must therefore make clear reference to the relevant information already present in the file. This will serve solely the purpose to provide the Evaluation Committee with a clarification regarding the technical proposal, provided the terms of the tender are not modified as a result.
- 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
Clarification meeting / site visit	26/06/2012	10.30h
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	10/07/2012	17.00h
Last date on which clarifications are issued by Cedefop	as soon as possible	N/A
Deadline for submission of tenders (hand delivered)	19/07/2012	17.00h
Deadline for submission of tenders by post / courier	19/07/2012	N/A
Validity of the tenders	19/01/2013	N/A
Tender opening session	30/07/2012	11.00h

8. 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.

9. All costs incurred in preparing and submitting tenders should be borne by the tenderers.
10. 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.
11. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon the signature of an Order or Specific Contract under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.
12. 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.

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.

13. Your personal data (name, given name if natural person, address, legal form, registration number and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:
- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/info_contract/legal_entities_en.htm), or
 - the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/library/sound_fin_mgt/privacy_statement_ced_en.pdf).
14. All tenderers will be informed in writing of the results of the tender procedure.

Yours sincerely,

G. Paraskevaidis
Head of Finance and Procurement

Attached: Tender Specifications

OPEN INVITATION TO TENDER

AO/RES/ASAIN/Maintenance Services/008/2012

‘Building Maintenance Services’

Tender Specifications

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Annex B:	Draft contract (given as a separate file in *.pdf format)
Annex C:	Declaration on Exclusion Criteria (given as a separate MS Word file)
Annex D:	Legal entity form (in this file)
Annex E:	Financial Identification Form (in this file)
Annex F:	Check list of mandatory documents (given as a separate MS Word file)
Annex G:	Questionnaires 1-4 (given as a separate MS Word file)
Annex H:	Financial Proposal (given as a separate MS Excel file)
Annex I:	Power of Attorney - Models 1 and 2 (given as a separate MS Word file)
Annex J:	Model of Letter of Intent for Subcontractor/s (given as a separate MS Word file)
Annex K:	Glossary of Terms (in this file)

ATTACHMENTS to the TECHNICAL Specifications:

ATTACHMENT 1:	Cedefop Layout Plans - (will be sent on a CD upon request and after registration)
ATTACHMENT 2:	Asset List and History - (file “ <i>Electromechanical-Hydraulics-Drainage</i> ” will be sent on a CD upon request and after registration)
ATTACHMENT 3:	Health & Safety and Security Requirements (given a separate directory with two files in *.pdf format)
ATTACHMENT 4:	Maintenance Activities Schedule (given as a separate MS Excel file)
ATTACHMENT 5:	Special Requirements for Major Repair/Reconstruction Works (given as a separate file in *.pdf format)

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 provides the European Commission, Member States ⁽¹⁾ and social partners with insights into trends concerning VET and offers advice on how European VET policy should meet the challenges Europe and its citizens face.

The evidence Cedefop provides comes from its:

- Monitoring of VET policy developments and reforms in Member States;
- Comparative research and analyses, including anticipation of future skill supply and demand;
- Forums for debates among policy-makers, social partners, researchers and practitioners on the best ways to tackle the challenges Europe faces.

CEDEFOP'S OBJECTIVE AND PRIORITIES FOR 2012-14

Cedefop's activities are guided by its strategic objective and medium-term priorities for 2012-14. 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).

⁽¹⁾ Cedefop also works with Iceland and Norway.

- **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.

- **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 jobs' 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. 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. Cedefop also coordinates the study visits programme for the European Commission. Study visits are short-term visits of three to five days for a small group of 10 to 15 specialists to examine a particular aspect of lifelong learning.

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

1. Overview of this tender

In submitting his tender, 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 may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation may lead to the rejection of the tender. No account can be taken of any reservation expressed in the tender as regards the tender dossier **(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 may result in the immediate rejection of the tender without further evaluation.

1.1 Description and type of the contract

a) Title of the contract:

Building Maintenance Services

b) Short description of content of this contract:

Cedefop is issuing this invitation to tender for the purpose of soliciting proposals from qualified companies, groups of companies or consortia which have the proven capacity for providing Maintenance Services for the Cedefop premises in the period 2013-2016.

c) Type of contract:

Cedefop will offer a single **Framework Service Contract** to the selected tenderer.

The tasks /services will be performed by the selected Contractor upon signature of separate Order Forms (please refer to point 2.2.6 below to see more details on the ordering procedure) issued by Cedefop within the context of the Framework contract and throughout its validity. The number and content of Order Forms will depend on the needs of Cedefop. Each Order Form will be prepared in line with the tender and shall stipulate the tasks/ services to be performed by the Contractor, the deliverables, the timetable and the budget. Order Forms will not be used only as regards unforeseen/urgent interventions, which will make the subject of agreement by e-mail each time the need arises.

1.2 Place of delivery or performance

The tasks must be performed in the Cedefop premises in Thessaloniki.

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 technical 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 estimated budget for the required services described in this call for tenders is of the order of **840,000** EUR (without VAT) over a **4** year period.

Tenderers should be aware that the estimated budget is purely indicative, shall not be binding on Cedefop and should not be considered as a warranty as to the final value of the contract. The sum of the amounts of the successive Order Forms that will be issued after the Framework Contract is signed and of the cost of the ad hoc urgent interventions may not reach the aforementioned estimated value for the Framework Contract. Cedefop will be contractually bound only by the amounts effectively entered in the successive signed Order Forms and the amounts agreed by exchange of e-mail/s for the urgent interventions.

1.6 Duration of the contract

The contract shall enter into force on the date of signature of the last contracting party, shall have an initial duration of one (1) year and will be automatically renewed up to three (3) times, each for an additional period of one (1) year, covering a total acquisition period of four (4) years (1+1+1+1).

1.7 Main terms of financing and payment

Payments will be made within 30 days of submission of invoices, Invoices shall be issued only after the explicit acceptance and approval by the Cedefop project manager/s of the Financial and Technical Report/s (for more details please refer to point 2.2.7 below). Each invoice must clearly correspond to the respective Order Form or to the e-mail exchange/s in case of urgent interventions.

2. Technical Specifications

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ATTACHMENTS to the Technical Specifications (TS)

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2.1. Scope of Services

2.1.1 Executive Summary

Pursuant to Council Regulation (EC) No 337/75 of 10 February 1975, the European Centre for the Development of Vocational Training (Cedefop) is an agency of the European Union (EU) supporting European vocational education and training (VET) policy development, having its seat in Thessaloniki since 1 September 1995.

The construction of the Cedefop building started in 1998, in an area of 14,500 m². The residential building, as well as the auxiliary conference areas, started being used in September 1999.

The building complex occupies approximately 9.500 m², in a 4 floor assembly. It contains the lobby and reception desk, the restaurant, 3 conference rooms, the library, 100 offices and a number of training rooms. Additionally, there are ancillary rooms, mainly located in the basement containing electromechanical, computer and telecommunication equipment and a large archives room. Finally, there is a parking area, also located in the basement and a security booth at the entrance to the premises. The site also includes open parking space and an olive plantation at the backyard of the building. About 150 persons work at Cedefop.

2.1.2 General Description of Works

Cedefop will grant the contractor the exclusive right to provide Maintenance Services to the Cedefop building.

Cedefop is conducting this procedure for the award of the Maintenance Services, in order to accomplish the following objectives:

- To select a contractor capable of providing high quality Maintenance Services at market competitive prices at a high level of performance, aesthetics, environmental protection, health and safety, considering that the aforementioned elements constitute a significant tool for enhancing business operation;
- To provide an operational framework that integrates the Contractor's services with all Cedefop facilities, operation and organisational structure;
- To minimise improper waste disposal in order to ensure the environmental balance in the area that Cedefop is situated in;
- To comply at all times with all Applicable Laws.

2.1.2.1 Location and Actual Master Plan

The services to be tendered refer to all maintenance processes regarding Cedefop's buildings and electromechanical installations as per the Technical Description of installations defined herein and as presented under ATTACHMENT 1: CEDEFOP LAYOUT PLANS to the present Technical Specifications:

2.1.3 Technical Description

PLEASE SEE ATTACHMENT 2: ASSET LIST AND HISTORY

2.1.4 Operational Plan

2.1.4.1 Requirements

The aim of this procedure is to ensure that the Maintenance Services as described under sub-Clauses 2.1.4.2 to 2.1.4.4 below, shall be performed by the Contractor at all areas included in the Technical Description of the Electro-mechanical Systems as given in Attachment 2, according to the highest maintenance standards which are defined under sub-Clauses 2.1.4.1.3 and 2.1.4.1.4 below.

The Contractor shall develop, implement and submit an Operational Plan that will guarantee the achievement of the set goals at all times. The Operational Plan shall consist of:

2.1.4.1.1. A detailed **Check List per activity**, and respective Method Statements to be applied to each area of the Technical Description of Electro-mechanical Systems, in strict compliance with the maintenance activities listed in Attachment 4, the Greek State's relevant legislation, International Standards, best technical practices applied and manufacturer's requirements;

2.1.4.1.2. The **Maintenance Activities Schedule** displaying the frequency of performance of the respective maintenance activities and duration of each activity throughout an operational year. The Maintenance Schedule shall ensure the optimum activities' time distribution in terms of minimization of scheduled downtimes during peak periods, as per the provided in Attachment 4 maintenance frequencies, utilization factors and equipment criticality. Schedule shall be in strict compliance with Greek State's relevant legislation, International Standards, best technical practices applied and manufacturer's requirements and shall be dynamic i.e. subject to corrections, updates and improvements, so as to achieve and maintain the set Maintenance Service Requirements;

2.1.4.1.3. The **Quality Concept** that:

- Incorporates the maintenance control schedule exhibiting the frequency of control of the condition of the entire Electro-mechanical Systems that the Contractor shall implement (in the frame of his self-monitoring process), in order to ensure that Maintenance Service Requirements will be achieved and maintained at all times;

- Outlines any policy, practice or procedure related to the provision of respective services in order to comply with Cedefop and/or State Authorities requirements, procurement procedures and suppliers' evaluation methods, inventory items and warehouse operations related procedures as well as emergency call-out service and monitoring & reporting system provisions as per the requirements described in sub-clauses.2.1.4.4.2 and 2.1.4.4.6 respectively;

2.1.4.1.4. **Organisational Scheme** of project running team including detailed chart, explicit roles and responsibilities per position as well as the workflow referring to synergies among in-house and sub-contracted resources from project management level down to specialised services personnel in line with the requirements of sub-Clause 2.4.4.3;

2.1.4.1.5. The **Maintenance Management System software** that will be installed at Cedefop, related to the electronic handling of maintenance operations, work order management, preventive maintenance scheduling, and asset tracking (parts inventory, suppliers, contracts, standard reports).

The aforementioned operational plan elements shall be clearly, distinctively and explicitly presented in the technical proposal (please see point 5.1 below).

Consequently, the Contractor shall produce, submit, follow-up and continuously update the Operational Plan and its above contents, which will be the framework for ensuring that the Maintenance Services are provided with integrity, consistency and continuity, in line with Cedefop operational restrictions and State Authorities requirements.

In this respect, during the contract implementation period the contractor is obliged to prepare and submit for Cedefop review and approval the following documentation:

(a) prior to the implementation of the Operational Plan:

- The annual Maintenance Activities and Control Schedules 10 business days prior to the commencement of the new contractual year,
- The monthly Maintenance Activities and Control Schedules for each month no later than 10 business days prior to the new month, which will incorporate any potential changes/revisions reflecting updated operational requirements, and
- The monthly downtime for scheduled maintenance activities per equipment

(b) two (2) months after the contract award:

- The Spare Parts & Consumables List, along with stock quantities and delivery times. The list's content shall consolidate the spare part items handed over by Cedefop and the spare parts recommended by the manufacturer and according to best engineering practices for the uninterrupted Electro-mechanical Systems maintenance, where the availability and accessibility of all spare parts are the Contractor's responsibility, in line with the stipulations of sub-Clause

2.1.4.4.4 below. The list shall be updated on an annual basis, as per the latest failure statistics and historical data,

- The list of all the Contractor's machinery and related auxiliary equipment that will be available on-site and dedicated to Cedefop operations, in line with the stipulations of sub-Clause 2.1.4.4.5 below.

One copy of the annual and one copy of the monthly Maintenance Schedules shall be submitted to Cedefop's Representative in order to facilitate co-ordination with involved third parties. The Schedule will be tentative and modified as required to achieve set Maintenance Services and Cedefop Operational Requirements (i.e. 24 hours operation, emergencies, etc.), at all times.

2.1.4.2 General Description of Maintenance Services

2.1.4.2.1 Preventive Maintenance Services

Preventive Maintenance Services consist of maintenance tasks that are described within the Contractor's Maintenance Activities Schedule, according to the maintenance activities and frequencies per Attachment 4, manufacturer's requirements, applicable Greek State's legislation and International Standards, best technical practices applied in specific operational conditions (i.e. outdoor located units, public / non-public use, cargo loading, seasonality, etc.), function and restrictions of each area / facility.

With the aim of eliminating unnecessary over-maintenance and optimizing the services scheme efficiency according to the prevailing conditions, provided that the regulatory compliance is fully met, the Condition Based Maintenance (CBM) principles might be introduced by utilizing all available means in terms of facilities (i.e. BAS monitoring), predictive inspections outcome maintenance management system software (i.e. failure statistic tools). To the extent that this affects the scope of services, it may lead to a commonly agreed Amendment to the Framework Contract.

The cost of spare parts, materials, and consumables for the performance of Preventive Maintenance Services shall be invoiced to Cedefop.

Labour, machinery, tools, auxiliary equipment and sub-contracted services as per sub-Clause 2.1.4.4.5 for the provision of any preventive services (also where the Contractor is called to intervene in emergency but the problem is resolved before his competent staff arrives), are included in the preventive maintenance fees and will not be invoiced separately to Cedefop.

2.1.4.2.2 Remedial Maintenance Services

Remedial Maintenance Services are defined as non-scheduled activities and are considered as supplementary works within the preventive maintenance scheme that might arise from Contractor's failure or omission in the performance of the Preventive Maintenance Services and ad hoc interventions as outlined herein.

The Contractor's response to such requests shall be considered as part of the Contract's Scope of Services and in no way may this be considered as Corrective and/or Special Maintenance Services.

All requests for Remedial action shall be notified to the contractor in writing (normally by e-mail) from Cedefop's Facilities Service for prompt and/or urgent intervention regarding the Maintenance Services of Electro-mechanical systems. The Contractor shall attend the incident and/or emergency within the specified response times as per sub-Clause 2.1.4.3 below, which count from receipt of the respective Cedefop request.

Remedial activities may include but are not limited to: ad-hoc deactivation of units or ad-hoc re-activation following short-or long term shut-down including administrative interactions with state authorities or public utilities companies, complementary inspections, adjustments, supply of consumables, or any other suitable restoring activity for the smooth and uninterrupted Operation.

The Contractor shall provide all necessary procedures and support in order to respond to and resolve such incidents and shall keep records of all emergency requests and respective response times which shall be submitted to Cedefop on a monthly basis via a detailed report.

The cost of spare parts, materials, consumables, machinery, tools and auxiliary equipment as per sub-Clause 2.1.4.4.5, sub-contracted services and labour for the performance of Remedial Maintenance Services shall be borne by the Contractor, as being the result of his own initial failures or omissions.

2.1.4.2.3 Corrective Maintenance Services

All requests for Corrective actions shall be notified to the Contractor in writing (normally by e-mail) from Cedefop to the Contractor's Call-out Service in view of prompt and/or urgent rectification on the relevant facility of the Electro-mechanical System.

There are two (2) distinctive types of corrective maintenance activities: Unit's failure involving trapped user and other unit's failures:

(a) Failure with trapped user

In case of a call for Elevator's user entrapment incident, the Contractor shall attend the emergency, within:

30 minutes from receipt of the respective request, day time (08.00-20.00)

2 hours from receipt of the respective request, night time (20.00-08.00).

Entrapment incident calls shall be attended by the trained and certified Contractor's personnel. Intervention will be in strict compliance with relevant instructions primarily aiming to the safe release of the entrapped person(s) and ensuring the safety of the personnel involved and asset integrity.

Any damages to the system occurred by or during the attempt of Contractor's personnel to face entrapment, should be rectified at no cost to Cedefop. In case of damages resulting from the necessary intervention of other parties i.e. State authorities (e.g. Fire Brigade), the cost will be borne by Cedefop unless this was the due to Contractor's unavailability or delayed response.

Response to such requests shall be considered as part of the Contract's Scope of Services and in no way may this be considered as Special System Maintenance Services.

(b) Other failures

In case of a call for Electro-mechanical Systems and Fire fighting systems Corrective Maintenance intervention, the Contractor shall attend the emergency, within:

30 minutes from receipt of the respective request, day time (08.00-20.00)

2 hours from receipt of the respective request, night time (20.00-08.00).

Response to such requests shall be considered as part of the Contract's Scope of Services and in no way may this be considered as Special System Maintenance Services.

The scope includes calls generated by Electro-mechanical systems users concerning intervention in the system and/or repair of damages that can be considered as deriving from minor wear and tear and/or normal usage of the system.

Labour, machinery, tools, auxiliary equipment and sub-contracted services as per sub-Clause 2.1.4.4.5 for the provision of any corrective services (also where the Contractor is called to intervene in emergency but the problem is resolved before his competent staff arrives), are included in the preventive maintenance fees and will not be invoiced separately to Cedefop.

Spare parts, properly used for such corrective activities will be duly certified and their cost borne by Cedefop.

Labour costs for Corrective Maintenance interventions, deriving from fire incident, flooding, power cuts/fluctuations, vandalism, damages caused during construction works by third parties and force majeure, are not included in the Contract fees and will be invoiced separately as per the agreed rates.

The Contractor shall provide all necessary procedures and support in order to respond and resolve such above described incidents and shall keep records of all emergency requests and respective response times which shall be submitted to Cedefop on a monthly basis in a detailed report.

All Corrective Maintenance Services are performed following an e-mail notification as defined in the respective clauses, except case (a)-Failure with trapped user- above.

The Contractor will proceed with the repair of the described damage within the shortest possible time from receiving the written request, depending on the complexity, the magnitude and the urgency of the matter.

2.1.4.2.4 Special System Maintenance Services

Special Electro-mechanical Systems' Maintenance Services are not intended to replace or act complementary to Preventive, Remedial and Corrective Services and cannot be standardised.

They are performed only on a per need basis after instruction of Cedefop due to an exceptional event, e.g. intervention at Electro-mechanical Systems out of contract scope within the Cedefop boundary, upgrade or modification of Electro-mechanical System(s), relocation, ad hoc inspection etc.

All Special Maintenance Services shall be performed after an Order Form is signed. The subsequent cost referring to labour, machinery and auxiliary equipment, spare parts and materials in accordance with the agreed unit rates will be borne by Cedefop. The Contractor must be able to perform Special Electro-mechanical System's Maintenance Services within the time frame given in the Order Form, depending on the complexity, the magnitude and the priority of the request.

2.1.4.3 Maintenance Services Specific Requirements

2.1.4.3.1 Maintenance Management System Software

The contractor shall install and use a Maintenance Management System Software immediately after the signature of the contract. The new Maintenance Management System shall include multi-user administration software (minimum 3 users). All licenses and upgrades needed by the contractor shall be at his expense. The workstation on which the software will be installed could be provided by Cedefop.

2.1.4.3.2 Maintenance Services Requirements for the entire Electro-mechanical Systems

The Contractor shall comply with the following Maintenance Services Requirements for the entire Electro-mechanical Systems included in the relevant Technical Description in Attachment 2:

- Maintain all units in a way that safe and efficient operation is achieved in accordance with Cedefop's Technical Specifications, in particular Attachment 4 - Maintenance Activities Schedules and Attachment 3 - Health & Safety Requirements.
- Maintain all units in a way that ensures extension of the equipment's lifetime, taking into consideration manufacturers' recommendations and safeguarding smooth Cedefop Operation at all times.
- Maintain all units in a way that all applicable requirements, namely European Norms and Greek State Legislation, are met at all times.
- Maintain all units in a way that their interior and/or exterior appearance remains in such a good condition that units retain their original aesthetics, are free from rust or metallic surface wear, from rubber/metal residues, from surface stains resulting from maintenance or repair works, from lubricant residues on step plates and contact surfaces, from cracks at surfaces, from noisy operation, etc. as well as any other deficiency resulting from everyday normal units' operation.
- Maintain all units in a way that identification and safety signage are fully operational and in place, at all times.
- Assure during preventive and corrective maintenance activities the safety of the unit & the approaching area and the unobstructed Cedefop operation with the placement of proper signage and isolation means.
- Perform all maintenance activity under the contract scope, including handling of entrapment incidents, by dedicated and appropriately certified personnel carrying distinctive uniforms.
- Maintain all units so as not to exceed the following maximum downtimes and attain the following monthly availability targets, in line with the equipment classification per the Attachment 2:

2.1.4.3.3 Criticality of the Installations – Downtimes

Downtime is defined as the time that passes from the moment of notification of the Contractor regarding the existence of the fault until the moment of complete repair, i.e. until the moment when the unit, the equipment or the installation are restored to a state of full operation.

Criticality of the facilities is the defining factor for the response time and fault repair time.

Criticality and the respective times are defined in the table that follows:

	Cedefop working hours (Mon-Fri 08:00-20:00)	Outside working hours
	Repair time	
Criticality 3	Immediate according to the situation	Until the following morning
Criticality 2	Within 24 hours	Within 24 hours
Criticality 1	Following relevant planning and discussion	

In the case of unjustified delay in fault repair, a penalty clause shall apply according to the provisions of clause 2.9 of Section 2 below.

Criticality of the main individual facilities is defined in the table that follows.

Systems	Area	Scope	Criticality
Cooling installations	Surrounding area – Basement – Boiler room	Cooling units, Inlet and Outlet Pipes, Control Panel	Summer 3 Winter 1
Heating installations	Basement – Boiler room	Boilers, Fuel tanks, Expansion systems, Pipeline system, Control Panel	Summer 1 Winter 3
Heating / Cooling Network	Office levels 0-4	Heaters, Fan Coil Units (FCU)	2
Ventilation – Air conditioning System	Europa, Montessori, Rousseau Conference Rooms, reception area, doctor's consulting room, post room, offices, restaurant	Exchangers, fans, filters	2
Air inlet outlet system	MV-LV transformer	Inlet-outlet fans	3
Air inlet outlet system	Basement, garage, archives, lifts, false ceilings	Inlet-outlet fans	2
Air conditioning units	Main Archives room	Liebert air condit. unit	1
Air conditioning units	UPS, OTE & Voice rooms, Computer room	Hiross, Emerson & Liebert air condit. units	3
Plumbing installations	WC, basement, yard water supply	Sanitary equipment, pumps, valves, pressure gauges, gate valves, piping	2
Plumbing installations	Basement	Pumps, valves, pressure gauges, gate valves, piping	1
Fire safety - Fire protection	Basement, offices, auxiliary areas, corridors	Floater, stopcocks, valves, filters, pumps, tanks, spray network, fire extinguishers, sensors, spraying – fire extinguishing systems, alarm sirens	3

Strong Currents Electrical Network (Medium voltage)	Basements, surrounding areas	Transformer, generator support unit, UPS unit, distribution systems - panels	3
Weak Currents Electrical Network (Low voltage)	Offices, auxiliary areas	Light fixtures, sockets, circuit breakers, floor distributor frames, voice data distribution switches	2
Weak Currents Electrical Network (Low voltage)	Kitchen	Plumbing and Electrical network	3
Metal Roofs – Water tightness	Roof of the building	Water tightness issues, incoming rainwater	2
Restaurant – Kitchen machinery and equipment	Restaurant – Kitchen areas	Refrigerators and Freezers	3
Restaurant – Kitchen machinery and equipment	Restaurant – Kitchen areas	Other equipment	2
Close Control units	Data Room, Archives, UPS	Close Control units	3
Fridges/Freezers	Kitchen	Fridges/Freezers	3

2.1.4.4 Additional Maintenance Requirements

2.1.4.4.1 General Operational Principles

The provision of Electro-mechanical Systems Maintenance services shall further comply with the quality and operational principles / standards set out by Cedefop as described below:

The Contractor shall abide by the requirements of Cedefop and State authorities at any time and avoid any operational impact at Cedefop and surrounding area during the performance of the maintenance works, in strict compliance with the relevant Cedefop Guidelines pertaining to Cedefop operations, Health and Safety, Security and Environmental Requirements. The Contractor shall:

- Undertake all required actions so as to maintain the general assets' value and avoid and prevent non-reasonable wear and tear.
- Respond to any complaint/comment/regulation update recorded from Cedefop and State authorities.
- Identify and respond to any State regulatory requirements or/and to regulations revision related to the Contract Scope and timely and formally inform Cedefop.
- Respond to any Cedefop request related to in-house staff training, as regards simple units operational interventions i.e. units' reset, de-activation and activation.

Maintenance services shall take place during working hours of Cedefop, Monday to Friday, between 08:00-20:00 (as per sub-clause 2.1.4.4.3 below). Following submission to Cedefop, the Contractor's Maintenance Schedules may be modified in terms of day working hours, according to Cedefop's operational requirements, at no cost for Cedefop. Cedefop's representative will communicate modifications to the Contractor at least 24 hours prior to the scheduled activities.

The Contractor shall adhere to the technical regulations and procedures established by Cedefop especially concerning power supply plants, electrical and communications installations, automatic systems and data processing, as well as technical plants for supply and machinery.

2.1.4.4.2 Emergency Call-out Service

In case of emergency, maintenance services may take place during night hours or during week-ends too, depending on the operational need of the specific areas and units.

The Emergency Call-Out Service has to be accessible at all times for cases of emergencies. Only Cedefop's Representative shall raise calls to the Contractor's Call-Out Service.

2.1.4.4.3 Personnel Requirements

For the provision of Electro-mechanical Systems Maintenance Services in compliance with the set requirements, it is deemed necessary that the Contractor shall adhere to the following requirements:

- (a) All personnel performing Services – preventive, remedial, corrective and special including entrapment incidents – related to the Electromechanical Systems, shall be trained and certified, always in accordance with the Greek legislation and the applicable European regulations.
- (b) Personnel for the 8,5-Hours, 5 days per week, 242 days per year on-site coverage, shall consist of minimum one (1) certified electricity-technician dedicated for Electro-mechanical Systems and one (1) worker (technician's assistant).
- (c) Above personnel shall be dedicated on site to the services under the scope.
- (d) One (1) supervisor (Electrical or Mechanical or Mechanical-Electrical engineer), for the 4,0-Hours, 5 days per week, 242 days per year on-site coverage, with technical background, shall be present for contract operation & maintenance activities supervision and overall project management.

Job description and responsibilities for the positions of:

- **Electrical Engineer or Mechanical Engineer or Mechanical-Electrical Engineer**

The Electrical Engineer/ Mechanical Engineer/ Mechanical-Electrical Engineer will be working during the working hours of Cedefop, Monday to Friday, between 08:00-16:30. The standard working time is **4.0** consecutive hours (no lunch break included).

- Job description and responsibilities: Overall contract administration and project management, regular and ad hoc contact with Cedefop Facilities service delegates and attendance of operational meetings, regular and ad hoc reporting, physical, technical and financial-wise follow-up of preventive, remedial, corrective and special maintenance activities progress, implementation of control schedule activities, management of spare parts & consumables availability status and storage conditions, supervision of subcontractors, interaction with Cedefop for the facilitation of activities in scope and internal audits, update of staff training program, implementation of quality processes on site, follow up of correspondence between the two parties, update of drawings, execution of small studies and monitoring of energy consumption. Administration and responsibility for the operation of the BMS system. As regards monitoring of working health and safety conditions, he shall follow a Safety and Health Plan (S.H.P.) and keep a Safety and Health Folder (S.H.F.) according to the existing legislation. The compilation of the initial folder shall be done at the contractor's responsibility and shall be submitted to Cedefop within three months after the contract has been signed.

- **Electricity Technician**

The electricity technician will be working during the working hours of Cedefop, Monday to Friday, between 08:00-20:00. The standard working time is **8.5** consecutive hours (30min lunch break included).

- Job description and responsibilities: Implementation of preventing maintenance activities schedule, execution of corrective maintenance interventions of electromechanical equipment and primary/alternative electric power systems within working hours, filling of all relevant work sheets and inspection records, handling of spare parts, implementation of applicable safety requirements, housekeeping of work site area, handling of elevators entrapment incidents, first line communication with Cedefop Facilities service delegates. Performance of any other tasks requested by the Facilities service of Cedefop and by his supervisor.

- **Worker – Technician's assistant**

The worker-technician's assistant will be working during the working hours of Cedefop, Monday to Friday, between 08:00-20:00. The standard working time is **8.5** consecutive hours (30min lunch break included).

- Job description and responsibilities: Execution of small-scale building works (basic plumbing works, removal /construction of small concrete surfaces, marble surfaces, porcelain and ceramic

tiles, etc.), repair of small-scale surfaces (false ceilings minor works, surfaces made of plaster, painting etc.). Performance of any other tasks requested by the Facilities service of Cedefop and by his supervisors.

2.1.4.4.4 Consumables, Spare Parts & other Material Requirements – Warehouse and storage area

The Contractor will be responsible for the availability of all consumables, spare parts and materials and relevant equipment necessary for the successful accomplishment of his duties, shall revise on-site stock items list and stock quantities as per fault incidents and shall secure access to manufacturers' stock 24 hours per day, 365 days per year so as to upkeep availability standards per unit type.

The Contractor shall be responsible for his own consumables, spare parts and materials in terms of:

- (a) Appropriate maintenance as per manufacturer's manual,
- (b) Safe usage in accordance with all applicable legislation,
- (c) Certification of personnel which will be authorised to use it.

The Contractor shall ensure that all statutory tests/ inspections are carried out on consumables, spare parts, materials and relevant equipment. Copies of current certificates shall be available for Cedefop's Representative to review at all times.

As far as feasible given their nature, size and purpose, consumables, spare parts and materials shall be delivered at Cedefop premises on the manufacturer's original sealed containers, with each container being identified with the manufacturer's name or brand, shall be in accordance with all relevant European legislation and accompanied as applicable by all relevant documentation (e.g. certification, 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 consumables, spare parts and materials that are used in day to day operations.

Upon proper inspection Cedefop may prohibit the use of any consumables, spare parts and materials at the Cedefop's 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 consumables, spare parts and materials).

In the context of provision of corrective and special maintenance services, whichever quantity of stock is expended will be charged to Cedefop **without profit margin, priced on the basis of the purchase documentation provided**, under the following conditions/principles that will ensure optimisation of stock levels and competitiveness of prices at both parties' benefit:

- Cedefop will be authorised to conduct checks at any time on the Contractor's procurement methods and suppliers' price-lists based on which stock is purchased.
- Cedefop will be authorised to conduct checks at any time of the minimum inventory levels kept by the Contractor as specified above.

Upon award of the Contract, the Contractor shall be responsible for submitting spare parts, materials & consumables pricelist, updated on an annual basis, in order to allow Cedefop to proceed with invoice approvals regarding Preventive, Remedial, Corrective and Special Maintenance Services. In addition, copies of the Contractor's Purchase Documents shall be also provided so as to confirm each item's or subcontracting service's charge. Contractor's price-list will be subject to Cedefop's approval. This Spare Parts & Consumables List, along with stock quantities and delivery times shall consolidate the spare part items handed over by Cedefop and the spare parts recommended by the manufacturer and by best engineering practices for the uninterrupted Electro-Mechanical Systems maintenance. This list content shall be updated on an annual basis, per the latest failure statistics and historical data.

All Contractors' consumables, spare parts and materials, shall be stored at a dedicated storage area. Storage facilities within Cedefop area will be provided by Cedefop to the Contractor following his request.

The Contractor shall be responsible for keeping detailed records of the warehousing, distribution and consumption for all supplies and submitting relevant reports to Cedefop on a monthly basis or sooner upon ad hoc request. Furthermore, the physical and administrative status of the warehouse and the storage area shall be subject to Cedefop's audit at any time.

2.1.4.4.5 **Machinery, Tools and auxiliary equipment**

The Contractor is responsible for the availability of all machinery, tools and auxiliary equipment and plants, necessary for the successful accomplishment of his duties, as regards provision of Preventive, Remedial and Corrective Services per sub-Clause 2.1.4.2 so as to upkeep availability standards per unit type.

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

- (a) Appropriate maintenance as per manufacturer's manual,
- (b) Safe usage in accordance with all applicable legislation,
- (c) Certification of personnel which will be authorised to use it.

The Contractor shall ensure that all statutory tests/inspections are carried out on machinery, tools and auxiliary equipment. Copies of current certificates shall be available for Cedefop's Representative to review at all times.

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 is used in day to day operations.

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).

The cost for the provision of machinery, tools and auxiliary equipment required for the maintenance of the Preventive, Remedial and Corrective maintenance services as per sub-Clause 2.1.4.2 above, will be borne by the Contractor.

The machinery, tools and auxiliary equipment required include but are not limited to the following:

- 1 All kind of portable tools, hand tools and equipment
- 2 Scaffoldings, ladder, hoists, lighting means, lifting and carrying trolleys etc.
- 3 Machinery such as pumps, generators, fans, welding, grinding, cutting machines etc.
- 4 Inspection, metering and calibration instruments.

All Contractor's machinery, tools and auxiliary equipment shall be stored at a storage area of the Contractor. Storage facilities within Cedefop area may be provided by Cedefop to the Contractor following his request and upon availability of relevant space.

2.1.4.4.6 **Computerised Maintenance Management System – Regular Monitoring & Reporting System – Maintenance Log**

The Contractor shall be responsible for keeping an electronic **Maintenance Log** regarding his daily operations. The Maintenance Log shall include:

- 1) Daily diary report including detailed time sheet for working personnel, specialities, machinery and equipment involved, performed preventive, remedial, corrective & special maintenance activities.
- 2) Spare parts, materials and consumables used including unit quantity, total quantity, date and man-hours per completed preventive maintenance activity. Pending activities

- 3) Emergency Call-out Incidents and status
- 4) Entrapment incidents
- 5) Ad hoc unit's inspections following accidents on Cedefop's request
- 6) Special Services Requests and status
- 7) Guidelines received from Cedefop and course of action taken
- 8) Major events
- 9) Proposals for improvements
- 10) Update of regulatory requirements and proposed action plan
- 11) Units certification and registration status update
- 12) Planned downtime hours for scheduled maintenance activities per equipment.

Monthly detailed report for the entire scope of activities should be submitted to Cedefop, in electronic format and one (1) printed copy and will include the:

- **Financial report** with all financial details of the preventive, remedial, corrective and special maintenance services provision.
- **Technical report** incorporating data of Maintenance Log with historical data and statistics elaboration **per equipment**, availabilities of the systems achieved (mean system and per unit), statistics of calls in the call-out service and of entrapment incidents, accidents etc., type of failure, recurrence of faults per system, scheduled and non-scheduled downtimes per unit etc.

Annual report summarising Financial and Technical data of the previous year shall be submitted in electronic format and one (1) printed copy.

NOTE: Cedefop has no maintenance management system for the contractor to use and to create all the scheduled tasks and activities in line with the preventive maintenance plan, receive any work order assigned to corrective, remedial and special services and insert any data with respect to the aforementioned services for elaboration and reporting purposes. The contractor will therefore have to come up with his own such system.

All reports submitted to Cedefop will be subject to modifications as per Cedefop's request and will be delivered in hard copy and electronic format.

2.2. Obligations during contract implementation

2.2.1 Site Conditions

2.2.1.1 Access

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

The sole responsibility of protecting and securing access control to and from the site during the performance of Services will belong to the Contractor, who will allow access to the site only to persons, vehicles and equipment which are connected to the Services under way and/or connected to this Contract or Cedefop's contractors, or any persons, vehicles and equipment indicated by Cedefop. The Contractor shall record the incoming persons and vehicles and maintain a relevant logbook of entries, which must be available at any time to authorised Cedefop's Representatives.

2.2.1.1.1 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.

2.2.1.1.2 Access to the site for Cedefop staff

The contractor shall at all times allow the free and unimpeded access of Cedefop staff and vehicles to all areas of the site.

2.2.1.1.3 Access to the site for Third Parties

The Contractor shall, upon the direction of Cedefop afford free and unimpeded access to all parts of the site to third parties, any competent State Authority, any international bodies, associations or authorities concerned with Cedefop operations and/or other bodies and authorities concerned with defence, policing, safety, security etc. for the purpose of any of their functions, and/or any person, legal or natural, indicated by Cedefop.

2.2.1.2 Clearance of site

During the execution of the Services, 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 any waste, rubbish or temporary works no longer required.

Prior to the expiration of the contract the Contractor, at his own cost and diligence, shall clear away and remove from the site, all his equipment, surplus material, waste, rubbish and temporary works, leaving the site in a clean and safe condition.

If the Contractor fails to remove all his equipment, surplus material, waste, rubbish and temporary works, within twenty-eight (28) days after the completion of the contract, Cedefop may dispose off such items. Cedefop shall have the right to deduct from sums due to the Contractor any additional costs.

2.2.1.3 Security of the site

Unless otherwise stated:

- a) The Contractor shall have full regard and responsibility for the coordination and monitoring of the security on the site at his own cost, throughout the execution of the Services. The access to the site for provision of the Services outside working hours shall strictly be forbidden without a written access request. The Contractor shall make all necessary arrangements and ensure compliance with Section 4 - Security Requirements.

- b) The Contractor shall be responsible, at his own cost, for keeping unauthorised persons off the site. Authorised persons shall be limited to the personnel of the Contractor, personnel of his subcontractors and persons authorised by Cedefop.

2.2.2 Staff and Labour

2.2.2.1 Employment

The Contractor shall be solely and fully responsible for employing at his own cost the required number of experienced and competent personnel, in accordance with the qualifications, specifications and personnel requirements set out in clause 2.4.4.3 of Section 1 above. Such cost shall include but not be limited to salaries, overtime payments, night shift payments, paid leave allowances, social security contributions and any other payment, and/or contribution as provided by Applicable Laws.

The Contractor is entitled to modify the organisation chart of his Services/Units allocated to execution of the contract only upon written approval by Cedefop.

2.2.2.2 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.

2.2.2.3 Contractor's Superintendence

The Contractor shall, at his own cost, provide competent personnel to superintend on his behalf the provision of the Services as per the requirements of Section 1 – Technical Specifications, as well as the Cedefop Manuals and Procedures of Sections 3 & 4, and any variations thereto.

Such superintendence shall be given by persons having adequate knowledge of the Services 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 Services. If Cedefop's Representative 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. Any superintendent removed or dismissed shall not again be employed on works under this Contract without the prior consent of Cedefop's Representative.

2.2.2.4 Contractor's Personnel

The selected Contractor shall ensure that the Services are performed by competent personnel in the strictest conformity with best practices and in accordance with the evolution of relevant standards. To that effect, prior to engaging or employing any individual, he shall conduct all appropriate tests so as to verify that the person is competent for such employment.

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, verified criminal records, full insurance coverage etc.), copies of which must be submitted to Cedefop.

Cedefop's Representative shall have the power to require the Contractor to withdraw any person employed for the implementation of the services in Cedefop, whose performance was found negligent or was incompetent in executing any work in Cedefop, or misbehaved. The Contractor shall then be obliged to appoint a suitable replacement person as appropriate.

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. This liability shall include, but is not limited to the obligation of compensation for bodily injury or death of a person, mental anguish or moral damage of all aforementioned persons and parties arising directly or indirectly from the acts of omissions to act by the Contractor and or his employees and his subcontractors and suppliers.

2.2.2.5 Appearance

Cedefop will provide to the Contractor's employees access cards at no cost for the Contractor. The Contractor shall provide to his employees, at no cost to Cedefop, appropriate uniforms and shoes and the employees shall wear the Cedefop identification cards, Contractor's badges and uniforms at all times. All employees of the Contractor shall maintain a clean, neat and orderly appearance at all times during their presence at Cedefop.

2.2.2.6 Retention of Time Sheets and Wage Books

Time sheets, wages books and records of benefits, social security and other contributions shall be kept by the selected Contractor, according to the respective Applicable Laws, and, with any other records that the Contractor may keep for the purpose of compiling his accounts, shall be carefully preserved by the Contractor throughout the Contract and for a further period until the final settlement of accounts between the selected Contractor and Cedefop is made.

2.2.2.7 Handover facilitation, usage and maintenance instructions before contract expiration

During the whole contractual period but in any case during the last two months before contract expiration, the selected Contractor will be obliged to place on every machine, device, etc. and update when necessary, an indicative sign with the operation and maintenance instructions, in a plastic cover and an appropriate frame, stating the actions required for the operation, as well as the maintenance tasks, their frequency and the recommended maintenance materials.

Especially for the electric panels, the selected Contractor will be obliged to place on them, and update when necessary, indicative signs in an appropriate frame which shall be mounted on the panel's surface using screws with a laminated cover, on which the following shall be clearly written in ink or typewritten:

- The panel's identification as provided for in the drawings
- The panel's destination, e.g. 1st Floor Lighting Panel
- The destination of every line above the corresponding fuses or switches or mini circuit breakers
- Any required instructions for the safety of the maintenance personnel, i.e. any electric lines of automation circuits fed into by other panels, some of which may need to be deactivated in another location before any intervention inside the panel.

2.2.3 Representatives

2.2.3.1 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. The selected Contractor will have the right (by submitting a notice in writing to Cedefop) to replace the aforementioned person.

2.2.3.2 Nomination of Cedefop's Representative

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.

2.2.4 Contractor's Equipment, Materials and Workmanship

The selected Contractor shall furnish at his own cost, responsibility and diligence all his equipment and materials necessary for providing the Services. The Contractor shall ensure that all statutory safety tests or inspections are carried out on Contractor's equipment and materials as required. Copies of current certificates shall be available to Cedefop's Representative for review at all times.

The selected Contractor's equipment, as well as all machinery and tools, that the Contractor will use during the provision of the Services must have the lawful permits (as applicable), copies of which must be submitted to Cedefop before they start being used.

The selected Contractor shall provide Cedefop with a Material Technical and Safety Data Sheet for all items (e.g. chemical substances) to be used on the site. Approvals must be sought before any item falling in this category is brought on the site.

The selected Contractor shall be responsible for procurement, transport, unloading, safekeeping and maintenance of all his equipment, materials and other things required for the completion of the Services. No items, whether in whole or part, of any equipment or material of the selected Contractor may be left unsecured, either on the site or on the way to the site. All such items will have to be secured safely ensuring that none of them, in whole or part, can be uplifted by the wind and carried beyond their deposited location.

The selected Contractor shall carry out any specific operation (beyond regular daily maintenance activities) after notifying Cedefop in writing one week in advance of the time of the operation to enable Cedefop to make the necessary arrangements for its inspection and checking.

2.2.4.1 Inspection

Cedefop shall inspect, examine, measure and test the materials and workmanship, and shall check if supply of the materials is in compliance with the relevant indications in the Technical Specifications and in the selected Contractor's tender as annexed to the Contract. The Contractor shall give Cedefop full opportunity to inspect, examine, measure and test any work on the site.

Cedefop may request the selected Contractor to give notice to Cedefop's Representative, whenever such work is ready, before covering up or putting out of view. Cedefop's Representative will either carry out the inspection, examination, measurement or testing without unreasonable delay and not later than 2 days, or will notify the selected Contractor that it is considered unnecessary. If the Contractor fails to give such notice, he shall, when required by Cedefop's Representative, uncover such work, thereafter reinstate, and make good at his own cost.

2.2.4.2 Rejection

If, as a result of inspection, examination or measurement, Cedefop's Representative decides that any materials or workmanship is defective or otherwise not in accordance with the Technical Specifications and/or the selected Contractor's tender as annexed to the Contract, Cedefop's Representative may reject such materials or workmanship and shall notify the Contractor stating his reasoning. The Contractor shall then remedy the defect and ensure that the rejected item has been reinstated and complies with the Contract.

If Cedefop's Representative requires such materials 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.

2.2.4.3 Remedial Services

For the performance of Remedial Maintenance Services, Cedefop will instruct the selected Contractor to:

- Remove from the site and replace any materials, which are not in accordance with the Service;
- Remove and re-execute any other work, which is not in accordance with the Technical Specifications;
- Execute any work, required for the safety of the Services, due because of an accident, unforeseeable event or other incident;
- Immediately remedy, after approval from Cedefop, at his own cost any defect or irregularity or malfunction deriving from the Services.

If the Contractor fails to comply with such instructions in the time specified, Cedefop shall be entitled to employ and pay other persons to carry out the Services and the Contractor shall pay to Cedefop all costs arising from this failure.

2.2.5 Health and Safety

The Contractor will have to comply with all Health & Safety requirements as set out in Section 3 – Attachment 3.

2.2.6 Ordering Process

For the Framework Contract the subsets of services will make the object of Order Forms (Preventive Maintenance, Corrective or Special Maintenance) or e-mail notifications (Remedial Maintenance) that will be addressed to the Contractor throughout the period of validity of the framework contract. In particular:

Preventive Maintenance Services shall make the subject of annual Order Forms signed at the start of each year. Execution of relevant tasks shall follow the Contractor's approved Maintenance Activities schedule, the updated spare parts, materials & consumables pricelist and make the subject of regular reporting to the Cedefop Representative.

Corrective Maintenance Services, Special Maintenance Services and Remedial Maintenance Services shall be performed on a per need basis as stipulated in Section 1 – Technical Specifications and in compliance with the Contractor's Operational plan as set out in the Contractor's Technical Proposal.

Whenever Cedefop requires the Contractor to perform Corrective or Special Maintenance Services, it will issue an Order Form. In view of preparation of the Order Form, the Contractor will be asked to provide:

- a) A reasonable estimate of the work required for the provision of the Corrective or Special Maintenance Services, including a detailed break-down of man-hours by level of staff, materials (i.e. equipment, spare parts, consumables, etc.), plant (i.e. machinery and equipment, etc.), and subcontracted services; such calculation must be consistent with the methodology of providing Corrective or Special Maintenance Services included in the Contractor's Technical Proposal and the Contractor's offer in respect of Corrective or Special Maintenance Services on the basis of costs as per Annex H – Financial Proposal.
- b) The time that the Contractor will need in order to implement the required Corrective or Special Maintenance Service, if such Service cannot be reasonably implemented within the above mentioned time frame.

In case Cedefop accepts the Contractor's proposal in terms of compensation (fee) and of estimated time for providing the Corrective or Special Maintenance Services, the Order Form shall be prepared on that basis. Otherwise, agreement will be sought through continued exchange, and the Order Form will eventually be prepared based on the agreement thus reached.

After signature of the Order Form by both sides, the Contractor will start performing Corrective or Special Maintenance Services, in accordance with its provisions as regards the remit and timing of the operation.

As per the relevant part of clause 2.1.4.2 of Section 1 above, Cedefop shall require the Contractor to perform Remedial Maintenance Services by means of e-mail notification. On receipt, the Contractor shall confirm his acceptance of the request and shall perform Remedial Maintenance Services that will be executed at no cost to Cedefop. Should the Contractor fail to respond to such request, Cedefop shall be entitled to employ and pay other persons to carry out the Services and the Contractor shall pay to Cedefop all costs arising from this failure.

2.2.7 Payment

Payments will be made within 30 days of submission of invoices, after Cedefop's approval of the Financial and Technical Report (as per point 2.1.4.4.6 of Section 1) and at the conditions set out in the draft contract.

- Preventive Maintenance Services shall be paid monthly at 1/12th of the annual Fee for each respective 12 month period in which the Services are provided. To that effect, on the last business day of each month the Contractor shall issue and submit invoices to Cedefop for the above amount, accompanied by the supporting evidence of relevant work having been performed according to the Maintenance Activity schedule, including timesheets of daily presence of the required personnel (minimum three persons, see Section 1, clause 2.1.4.4.3).

- Corrective and Special Maintenance Services will be paid upon completion, after verification by the Cedefop representative that they have been performed in accordance with the specific Services provisions as explicitly defined in Section 1 – Technical Specifications. For such Services completed in the first three weeks of each month, invoices shall be submitted to Cedefop not later than the 25th calendar day of the month in question; Services completed in the last week(s) of a month shall be invoiced by the 25th calendar day of the next one.

Such invoices shall refer to the specific Order Form they relate to and be accompanied by full substantial documentation including technical implementation reports and any other information necessary to satisfy Cedefop that sums shown in the invoice are correct, e.g. invoices for purchased or rented material, plant or subcontracted services, etc.

2.2.8 Insurance

The Contractor shall ensure that he will maintain or cause to be maintained in force throughout the validity of the Contract a policy covering Third Party Liability (including towards Cedefop's staff, collaborators and visitors) at a minimum amount of one million EUR (1.000.000).

The Contractor shall ensure that, additionally or supplementary to the above, he shall maintain or cause to be maintained in force the following insurance coverage against damage resulting from the Contractor's operating activities at Cedefop, including, without limitation:

- a. Property insurance against all risk for Cedefop's movable and immovable property, minimum EUR 600.000;
- b. Employer's liability as required by Applicable Laws for the Contractor's employees, minimum EUR 250.000;
- c. Primary liability insurance coverage for all owned, non-owned and hired vehicles and equipment as required by Applicable Laws, minimum EUR 150.000.

2.2.9 Penalty Clauses

If, despite requested and implemented Remedial Maintenance Services, Cedefop observes deficient maintenance of the installations or the equipment or omission of the due maintenance, resulting in disturbances or interruptions in the operation of the installations in any of their parts, a penalty clause of EUR 200.00 is imposed for every day of interruption and for the first five days (and if no force majeure applies). In the case where the duration of the interruption is longer, the penalty clause is doubled for the following 5 days, after which the Contractor may be declared revoked. In such case the Contract shall be terminated by Cedefop after completion of any open Order Forms for Corrective or Special Maintenance Services and, as regards Preventive Maintenance Services, at the end of the month in which the notification period expires.

Especially for the equipment in the restaurant and kitchen (and particularly for refrigerators and freezers) and due to their criticality regarding conformity to the rules of food hygiene and safety, it is defined that if the contractor, in case of fault, does not respond within the repair time deadlines, Cedefop maintains the right to make other arrangements for the works for the restoration of any problem, after a written notification to the Contractor. In this case, the expenditure for the resolution of the problem shall be at the expense of the Contractor.

2.2.10 Licenses, Permits and Consents

Where the performance of the Services 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.

Without prejudice to the above, Cedefop shall use its reasonable endeavours, when requested by the Contractor, to assist the Contractor (at the latter's cost) with obtaining third party licenses, permits and other requisite consents where such assistance is necessary and feasible. Cedefop does not however warrant that such assistance will secure the issuance of the necessary license permit or consent and at no time shall be held liable for the non-issuance of such document.

2.2.11 Environment

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

2.2.12 Standards

The works shall be executed according to:

- The terms of the Greek State regulations for each category.
- The terms of the official regulations of the country of origin of the machinery and devices, for those of foreign origin for which no official Greek State regulations or TOTEE regulations exist.
- The German or American Regulations, VDE, DIN, ASA, for those cases not covered by the above regulations.

2.2.13 Desired Operational Conditions

Unless special cases exist, for which the Contractor shall be notified by Cedefop, the desired operating conditions are those stated below:

- 1) Internal environment conditions
 - a. Winter:
 - i. int. temperature of 20° minimum with a tolerance of +/- 1 °C
 - ii. Relative humidity: 40% minimum with a tolerance of +/- 5 %
 - b. Summer:
 - i. int. temperature 20° to 25° with a tolerance of +/- 1 °C

- ii. Relative humidity: 70% maximum with a tolerance of +/- 10 %
- 2) The above internal conditions must be secured for up to the following extreme environmental values
 - a. Winter:
 - i. dry bulb temperature -10°
 - ii. Relative humidity: 90%
 - iii. Wind speed 4m/sec
 - b. Summer:
 - i. dry bulb temperature 35°
 - ii. Relative humidity: 50%
 - iii. Enthalpy: 15.4 kcal / kg air sec

The Contractor shall take care to maintain, through regular measurement and appropriate remedy/adjustment (purification) action, the following health conditions and limits:

- 1) Air conditioned offices:
 - a. Minimum change of air per person 30 m³/h
 - b. Air draught speed at work level ≤ 0.2 m/s
 - c. Bacteria < 1000 CFU/m³
 - d. Humidity < 350 CFU/m³
 - e. Dust content ≤ 0.2 mg/m³
- 2) Parking area
 - a. CO content < 25 ppm
 - b. CO₂ content < 5000 ppm
- 3) Humidifier and coolant water
 - a. Hardness 7°F +/-1°F
 - b. Staphylococcus < 500 per 100 ml
 - c. Mesophilic aerobic bacteria < 10 000 per ml
 - d. Faecal coliforms < 100 per ml
 - e. Legionnaire's disease bacteria < 100 CFU per l
 - f. Thermophilic actinomyces < 100 per ml
- 4) Usable water, hot and cold
 - a. Staphylococcus < 500 per 100 ml
 - b. Mesophilic aerobic bacteria < 10 000 per ml
 - c. Faecal coliforms < 100 per ml
 - d. Legionnaire's disease bacteria < 100 CFU per l
 - e. Thermophilic actinomyces < 100 per ml

2.2.14 Installation Testing

After the completion of the repair works, the required tests shall be performed under the care and at the expense of the Contractor with a Cedefop representative present, and the relevant protocols shall be compiled. The Contractor will be obliged to repeat these tests if requested by Cedefop or control or certification authorities. The Contractor shall possess all instruments, personnel and devices required for the tests.

The cost of the tests shall be covered by the selected Contractor. If, during these tests, any fault, inadequacy, disadvantage, defects, inferior quality, etc. is observed in any materials, machinery or devices or systems or complete installations, the Contractor will be obliged to proceed to immediate technical repair, completion, correction, adjustment, etc. and to a subsequent repetition of the tests until their results are deemed satisfactory by Cedefop.

If, during the execution of these tests, any damages or any faults or wear or accidents to personnel are caused in works, installations, or materials related to other contracting works of Cedefop, or control or certification authorities, the Contractor is responsible for the relevant rectification at his own expense, as sole responsible for the conduct of these tests.

- **Electrical installations tests**

Regarding the electrical installations, tests and measurements of insulation, continuity, earthing, etc. shall be executed as provisioned by the Greek regulations.

- **Automation circuit tests**

All tests shall be done in order to prove all properties related to the automation, handling and operation method of the installations.

- **Pressure tests for water pipes**

All water pipe networks (cold and hot) shall be tested in parts and in total at a pressure at least double than the maximum possible pressure that may develop during their operation, or at a minimum value of 10 atm.

- **Sewerage network tests**

The whole of the sewerage and ventilation network shall be tested.

- **Central heating network tests**

After testing the pipe network, a new test is conducted with the FCU and heaters at a test pressure according to the manufacturer's value.

- **Performance tests of machinery, devices, etc.**

All machinery, devices, etc. shall be tested according to the provisions of the relevant regulations and the instructions by manufacturers in order to observe their performance.

2.3. Health & Safety Requirements:

Please see ATTACHMENT 3

2.4. Security Requirements:

Please see ATTACHMENT 3

3. Specific information concerning participation to this tender

3.1 Exclusion criteria

Participation to this tender is only open to tenderers who are in a position to subscribe in full to the Declaration on Exclusion Criteria and absence of conflict of interest, given in Annex C. Therefore 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 self-declaration found in Annex C duly signed and dated. The exclusion criteria will be assessed in relation to each company individually.

Cedefop reserves the right to check the situations described in points c) and f) of the Declaration.

In the event of recommendation for contract award, point l) of Annex C will apply.

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 Statement/s from those entities.

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.

Requirements:

- The average annual turnover of the tenderer (of a single company, or of a consortium as a whole, if any) for the last three financial years concerning the type of services covered in this call for tenders should be at least 500.000 €.

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

- Signed Statement (Please fill-in and sign your Statement in Questionnaire 2 of Annex G) of the tenderer's turnover for the last 3 (three) financial years concerning the type of services similar in nature to those making the subject of this call for tenders.

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.

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, he is 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 winning tenderer's economic and financial capacity.

3.2.2 Technical and professional capacity

Failing to respond duly and convincingly to the requirements set out in this section may imply the rejection of your tender at this stage.

Requirements:

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. To that effect, tenderers must demonstrate that they:

- Are enrolled in the relevant professional register;
- Have adequate structure and resources (trained and certified technical staff, equipment) to perform the services as specified in the Technical Specifications;
- Have performed in the past three (3) years (to have been concluded by the date of submission of offers) at least 2 contracts similar to the scope, size and nature of the services provided as those required in this call for tenders;
- Have in place and operate a relevant to the subject of the contract functional Quality Management System (this requirement applies also to possible subcontracting);
- Have proposed a suitable team of key experts (Engineers and Technicians– to be identified) whose involvement will be instrumental for the successful implementation of the contract, and who have the appropriate profiles, knowledge and experience relevant to the subject of the contract, namely:

1. Electrical Engineer/ Mechanical Engineer/ Mechanical-Electrical Engineer

- University degree, in a relevant subject
- Be enrolled in the relevant professional register
- Minimum 10 years' experience as an engineer in similar projects
- Minimum 5 year experience in operating BMS systems
- Very good communication skills (spoken and written) in English

2. Electricity Technician

- Electrical Engineering department graduate or Technical Educational Institute graduate or equivalent;
- C class work permit or higher as foreseen in the applicable Greek legislation, or its equivalent in EU legislation (to be verified/confirmed by relevant evidence)
- Be enrolled in the relevant professional register
- Minimum 5 year experience in similar projects as described in point 2.4.4.3 - Electricity Technician
- Good communication skills (spoken and written) in English

3. Worker -Technician's assistant

- Minimum 5 year experience in similar projects as described in point 2.4.4.3 - Worker-Technician's assistant
- Good communication skills (spoken and written)

Due to the necessary interactions with external (local and national) interlocutors, incl. suppliers, as well as to the need to ensure all the required building permits and/or installation licences or certifications (as the case may be) from the competent authorities, adequate knowledge of Greek would be a strong asset for the tenderer's key project team members.

Proofs / Evidences of Technical and professional capacity

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

- A proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (please also fill-in the annexed Legal entity form and provide the requested documents);
- Company profile demonstrating the ability, technical know-how, experience and expertise for the provision of services similar to those described in this call for tenders (Annex G, Questionnaire 4);
- List of at least two (2) major contracts performed and invoiced during the past three (3) years that are similar to those described in this call for tenders in terms of scope, type, size and technological nature, describing the contracting authorities, the subjects, the amounts, the dates and the percentage of specific tasks performed/ implemented by the tenderer. It is mandatory to properly fill-in the attached Selection Criteria and Project Reference Form (see Annex G, Questionnaire 3) (additional information may nevertheless be included);
- Copy of the relevant valid certification (ISO 9001:2000 or equivalent) of the quality management system of the tenderer and of the subcontractor/s or consortium members (if any);
- Detailed CVs of the Engineer, the Electricity Technician and the Worker – Technician's assistant who will be proposed to implement the contract (please see points 1, 2 and 3 above), clearly indicating which work experiences are relevant for the fulfilment of the specific requirements (specifying dates, employer, and main activities and responsibilities). The CVs must clearly demonstrate:
 - for the Engineer - educational background, experience (and relevant experience) and separately, experience in operating BMS (Building Monitoring Systems), and the level of linguistic abilities;
 - for the Electricity Technician - educational background, experience (and relevant experience) and level of linguistic abilities;
 - for the Worker – Technician's Assistant - experience and linguistic abilities;
- Copy of an official Document (for the Engineer and Electricity technician) for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established; for the Electricity technician - also copy of valid C class or higher work permit as foreseen in the applicable Greek legislation, or its equivalent in EU legislation;
- Copy of the relevant English certificate (min. B2 level) for the Engineer.

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. To identify himself the tenderer must complete a Legal Entity Form found in Annex D which must be accompanied by all documents and information indicated in the form. Tenderers are also requested to complete the respective forms (tables) in Annex G.

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

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 106 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 34 countries, namely: the 27 EU member States, 3 EEA Countries (Lichtenstein, Norway, Iceland) and 4 SAA Countries (Croatia, FYROM, Albania and Montenegro). The procurement (tender) procedures of Cedefop are not open to tenderers from GPA countries.

A natural or 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. However the subcontracting of persons/ economic operators from non-eligible countries is limited to maximum 30% of the work by value.

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% 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 exclusion criteria and absence of conflict of interest (Annex C) filled-in and signed by the respective Subcontractor;
2. the required documents to prove 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.

Where no subcontractor is given (meaning that possible individual subcontracting is below 10% by value and total subcontracting does not exceed 40%), the work will be assumed to be carried out directly by the tenderer (single tenderer or group of tenderers (consortium)).

5. Award of the contract

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contract shall be awarded to the tenderer submitting the tender that offers the best-value-for-money as represented by the highest Total Score (TS) out of 100.

The Total Score (TS), comprising quality + price score, will be calculated for each tender by applying the formula below:

$$\text{Total Score (TS)} = X * (\text{TQV} / 100) + Y * (\text{Cheapest TFO} / \text{TFO})$$

Whereby:

TQV = Total Quality Value of the tender, obtained as per point 5.1;

TFO = Total Financial Offer of the tender as per point 5.3;

X is the weighting for quality score (TQV) and for this tender procedure it is fixed to **(60)**;

Y is the weighting for price (TFO) and for this tender procedure it is fixed to **(40)**.

Cheapest TFO is the Cheapest Tender Price of a technically compliant tender (i.e. among those having achieved a minimum of 50% of the possible score for each award (evaluation) criterion and a minimum of **60** out of 100 points (TQV) in the technical evaluation – see 5.1 below.

5.1 Technical evaluation and Technical proposal

The assessment/ evaluation of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the tender specifications.

The following Award Criteria will be applied to this tender procedure:

Award criteria	Maximum number of points
(1) OPERATIONAL PLAN	50
1.1 Methodology and project plan for preventive and corrective maintenance of the systems, including response time for call-out services	30
1.2 Practicality of maintenance management system software; Straightforwardness and simplicity of the manner in which information could be extracted	20
(2) QUALITY ASSURANCE	50
2.1. Quality concept and back-up/replacement arrangements	20
2.2. Organisational Scheme	20
2.3. Communication with Cedefop and reporting lines	10
Total Quality Value (TQV)	100

Tenderers' Technical proposal shall be based on Cedefop requirements as set out in the Technical Specifications, and included in the Cedefop Manuals and Procedures (Attachment 3 – Sections 3 and 4).

The tenderer's technical proposal should consist of a clear and comprehensive response to all requirements as per the Technical Specifications in point 2 above providing a practical, detailed

description of the services proposed for performance of the contract, demonstrating in-depth understanding of the needs and requirements.

For the technical evaluation of the offer against the award (technical) criteria, the tenderer must provide:

An Operational Plan as per point 2.1.4.1 (1, 2, 3 &4) of Section 1 above that shall consist of:

1. A detailed Check List per activity;
2. The Maintenance Activities Schedule;
3. The Quality Concept;
4. Organisational Scheme;
5. The Maintenance Management System software

The Technical Proposal should prove that the Tenderer is capable of meeting the tender specifications, by providing all the information related to the scope of this project.

In particular, for the technical evaluation of the offer against the award (technical) criteria mentioned above, the tenderer must provide as a minimum documentation and detailed information as follows:

1) Operational Plan: (weight factor 50%)

For award criterion 1.1:

- A detailed Check List per activity, and respective Method Statements for each area of the Technical Description of Electro-mechanical Systems (Attachment 2), including:
- management of the project, a detailed description of the methodological approach illustrating intended organisation and management of the tasks, separately for the preventive and corrective annual maintenance,
- description of the overall work plan, the organisation of the steps and activities to be performed for the services under the technical specifications; quantitative description of workload, measures for ensuring comfort of work (e.g. in relation to noise & dust) and safety (e.g. health & safety measures);
- proposal of a detailed 'Maintenance Activities Schedule' table taking into consideration the given one (TS Attachment 4). The Maintenance Activities Schedule should display the frequency of performance of the respective maintenance activities and duration of each activity throughout an operational year, ensuring the optimum activities' time distribution in terms of minimization of scheduled downtimes during peak periods, as per the provided in TS Attachment 4 maintenance frequencies, utilization factors and equipment criticality.

For award criterion 1.2:

- Detailed functions of the proposed maintenance management system software in order for the contractor to use and to create all the scheduled tasks and activities in line with the preventive maintenance plan and for reporting purposes;
- A detailed description of the method for automatic extraction of information for reporting and back up reasons.

2) Quality Assurance: (weight factor 50%)

For award criterion 2.1:

- The **Quality Concept** that:
 - Incorporates the maintenance control schedule in order to ensure that Maintenance Service Requirements will be achieved and maintained at all times, outlines any policy, practice or procedure related to the provision of respective services in order to comply with Cedefop and/or State Authorities requirements, procurement procedures and suppliers evaluation methods, inventory items and warehouse operations related procedures as well as emergency call-out service and monitoring & reporting system provisions as per the requirements described in sub-clauses.2.1.4.4.2 and 2.1.4.4.6 respectively;

- Describes the measures foreseen by the tenderer to ensure permanent availability of services, business continuity and quality during the entire life of the contract and the arrangements for response to call-out services (response time, parts availability, existing contracts with sub-contractors);

For award criterion 2.2:

- Organisational scheme of project running team including detailed chart, explicit roles and responsibilities per position, locality as well as the workflow referring to synergies among in-house and sub-contracted resources from project management level down to specialised services personnel in line with the requirements of sub-Clause 2.1.4.4.3;

For award criterion 2.3:

- Description of the organisation arrangements for communication with Cedefop, reports and reporting lines.

Besides, the tenderer shall identify a Project Manager within his organisation who will represent the single contact point for all administrative and operational communication in regards to the contract implementation. Cedefop will also designate the Contact Person in charge of handling the contact with the selected tenderer.

In addition to the above the tenderer must clearly specify which parts of the work will be subcontracted (if any) and specify the identity of those subcontractors only undertaking more than 10% of the work by value (or of all subcontractors if total sub-contracting is above 40% of the work by value) as requested in point 4.2.

NB: All the information and means of proof provided commit the contractor throughout the duration of the contract.

In order to guarantee a minimum threshold of quality, tenders scoring as a total less than **60 points** (of a maximum of 100) against the award (technical) criteria, will not be considered acceptable and will therefore not have their financial proposal evaluated. Also, tenders that do not reach a minimum of 50% of the possible score for each award (evaluation) criterion and sub-criterion will be eliminated from further evaluation.

The tender(s) who have got more than 60 points in total against the Award Criteria for quality and a minimum of 50% of the possible score for each award criterion and sub-criterion, will be considered technically acceptable and will be subject to Financial (Price) Evaluation (5.2).

5.2 Financial evaluation

Only tenders that:

- reach a minimum of 50% of the possible score for each award (evaluation) criterion
- and

- score minimum 60 points or more (of a maximum of 100) in total against the award criteria

will have their Financial Proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered in the Financial Proposal as per point 5.3 below and Annex H.

The tenders are awarded points for the Total Price offered by using the following formula:

Financial score (TFO) = (cheapest Financial Proposal / Financial Proposal of the tender considered)* Y.

Y = price weighting (see the complete formula under point 5 above)

5.2.1 Evaluation of abnormally low prices

Upon conclusion of the evaluation, the committee could find that tenders are unacceptable because the price is abnormally low.

If any tender's price appears to be abnormally low in relation to the supplies and the ancillary services 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 technically acceptable offers (please note that definition of which offers are technically acceptable/ compliant is given in points 5, 5.1 and 5.2 above). The actual deviation will be calculated as % as follows:

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

The acceptable margin of deviation is set to **50%**.

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 technically acceptable 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, and consider asking on that basis clarification(s) from the tenderer;
- c) decide on the acceptability of the offer on the basis of the clarification reply received.

5.3 Financial proposal / Financial scenario

The financial offer must be clear and in compliance with the tender. The tenderers must duly fill-in the spread sheet in Annex H and present a detailed breakdown of the price offered.

In particular:

- a) In table 2.1 of the Financial proposal (Annex H), the tenderers must offer the flat-rate annual fee of the personnel that shall be dedicated on site to the services under the scope: an electrical/mechanical engineer, an electricity technician, and a worker according to the provisions of the indicative maintenance schedule in Attachment 4 and the hours of work as defined in 2.1.4.4.3;
- b) In table 2.2 of the Financial proposal (Annex H), the tenderers must specify the annual fee for preventive maintenance services and for every task of the table;
- c) In table 2.4 of the Financial proposal (Annex H), the tenderers must give the Man-hour rates per specialty and per shift;
- d) In table 2.5 of the Financial proposal (Annex H), the tenderers must declare the Machinery rates per hour (including operator);
- e) When tables A, 2.1, 2.2, 2.4 and 2.5 have been filled in, then the tenderers should transfer the totals to Table 2.7.

Prices must be quoted in Euro and should include all daily expenses, including travel and accommodation expenses (without VAT). No transportation costs, neither accommodation costs will be reimbursed to the contractor.

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. Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

Expenses for meetings called by Cedefop, in the context of contract performance, to resolve problems of cooperation (if any) between the two parties or to eventually address repeated shortcomings in the Contractor's obligations, will be at the charge of the Contractor.

Information concerning price

- The prices quoted must be fixed and not revisable for the whole duration of the contract.
- Prices must be quoted in EURO and include all expenses (without VAT).
- 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.

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 exclusion criteria declaration requested in point 3.1 and standard template found in Annex C
- the selection criteria documents as requested in points 3.2, 4.1, 4.2
- 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 – Technical proposal

One original signed version, three bound copies and one CD of:

- the Technical Proposal (including the Excel tables for the ‘Maintenance activities schedule’ as per Attachment 4 and a detailed check list per activity) providing all information requested in point 5.1, including information relevant to subcontracting as requested in point 4.2.

6.3 Envelope C – Financial proposal

One original signed version, three copies and one CD of:

- the Financial Proposal (Annex H) containing all information requested in point 5.3.

ANNEX A

CONTRACT NOTICE

(Given as separate file in *.pdf format)

ANNEX B

DRAFT CONTRACT

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

ANNEX C

**Declaration of honour with respect to
the Exclusion Criteria and absence of conflict of interest**

(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

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

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.

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PLEASE NOTE:

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

ANNEX F

CHECKLIST OF MANDATORY DOCUMENTS

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

ANNEX G

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

ANNEX H

Financial Proposal

(given as a separate MS Excel file)

ANNEX I

POWER OF ATTORNEY (MODELS 1 and 2)

(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

GLOSSARY OF TERMS

Budget breakdown	The schedule which breaks down the contract value according to the different items or services, stating out fee rate, unit prices and lump sums for each item provided (Services, Supplies, Works).
Consortium	A grouping of eligible natural and legal persons or public entities which submits a tender or an application, under a tender procedure or in response to a Call for Tenders. It may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other partners) are jointly and severally liable to the Contracting Authority (Cedefop).
Contract	• Direct Contract: contract containing all the details necessary to implement it (as opposed to FWC) • Framework Contract (FWC): contract establishing only the general outline of the services or goods to be delivered and requiring an additional step to make the actual purchase • Specific Contract or order form: contract specifying details of a particular task based on the previously signed framework contract • Purchase Order: request for services, supplies or works used generally for procurement of a value below €25 000 as an equivalent to a contract
Contracting Authority	Cedefop
Evaluation committee	A committee made up of an odd number of members (at least three) with the necessary technical and administrative expertise to give an informed opinion on tenders.
Fee-based contract	A contract under which the services are provided on the basis of fixed fee rates for each day worked by experts (SERVICES).
Financial offer	The part of a tender which contains all the financial elements of the tender, including its summary budget and any detailed price breakdown or cash-flow forecast required by the tender dossier.
Framework contract (FWC)	A framework contract is a contract concluded between Cedefop (the Contracting Authority) and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts and/or Order Forms to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged. Cedefop may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.

General conditions	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.
Open procedure	Calls for tenders are open where all interested economic operators may submit a tender.
Project	The project in relation to which the services/works/supplies are to be provided under the contract.
Project manager	The person responsible for monitoring the implementation of a project/contract on behalf of Cedefop.
Services	Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs (SERVICES).
Special Conditions	The special conditions laid down by Cedefop (the Contracting Authority) as an integral part of the tender specifications (tender dossier), including amendments to the General Conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).
Successful tenderer	The tenderer selected at the end of a tender procedure for the award of contract.
Tender	A written or formal offer to supply goods, perform services or execute works for an agreed price and under agreed conditions.
Tender dossier	The set of tender specifications which contains all the documents needed to prepare and submit a tender.
Tender specifications	Document or set of documents giving full details of the conditions, organisation and subject of the procurement procedure (includes technical specifications).
Tender Price	The sum stated by the tenderer in his tender for carrying out the contract.
Tender procedure	The overall process of putting a contract out for tender, starting with the publication of a contract notice and ending with the award of the contract (contract award notice).
tenderer	A natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
Terms of Reference (ToR)	The document drawn up by Cedefop (the Contracting Authority) setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved (SERVICES).