


CEDEFOP

European Centre for the Development of Vocational Training

Area Resources, Procurement Service

 Thessaloniki, 04/10/2010
 RS/PRO/CALU/2010/674

OPEN INVITATION TO TENDER
AO/RES/JK/Insurance services/020/10
‘Insurance services for Cedefop’s building, content and official vehicles’
Ref.: Contract notice 2010/S 188-286269 of 28/09/10

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 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/JK/Insurance services/020/10

‘Insurance services for Cedefop’s building, content and official vehicles’

Name of tenderer:

NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE

The inner envelope must also contain two sealed envelopes, namely, **Envelope A – “Supporting Documents”, Envelope B – “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, confirming full acceptance of and compliance with the requirements set out in Section 2 of the Tender Specifications. The absence of a signed cover letter will lead to rejection of the offer.
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:

Before the final date for submission of tenders:

An optional 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 meeting 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. This on-site visit is not obligatory for the tenderers to participate in this tender procedure.

- 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 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.

- The contracting authority 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 tender.

Any additional information, including that referred to above, will be published on Cedefop's website. Please ensure that you visit regularly the site for updates up to the closing date for receipt of tenders.

After the opening of tenders:

- If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.
- Tenderers should not contact the contracting authority (i.e. Cedefop) on their own initiative after the tenders have been opened.
- The non-submission with the offer of the mandatory documents required in the Tender Specifications below in regards to the Exclusion and Selection Criteria, may lead to rejection of the respective tender without requesting any clarification. Clarifications during the first phase (exclusion and selection criteria) may be asked only for presented documents.
- If the supporting documents for the assessment of an award criterion are missing, these may not be requested as clarification either, because this would alter the proposal. Any requests for clarification in that regard should not lead to amendment of the terms of the tender. The tenderers' replies must serve solely the purpose to provide the Evaluation Committee with a clarification regarding the offer in relation to the technical proposal or concerning obvious clerical errors in the financial offer. Neither the technical content of the tender nor the financial offer may be changed.

- In case the tenderer alters the total financial offer during a clarification (beyond the correction of any obvious clerical/calculation errors), this offer will be automatically rejected.

8. Timetable:

	DATE	TIME
Clarification meeting/site visit	14/10/2010	11h00
Deadline for request for any clarifications from the Contracting Authority	27/10/2010	< N/A >
Deadline for submission of tenders (hand delivered)	08/11/2010	<17h00 >
Deadline for submission of tenders by post / courier	08/11/2010	< N/A >
Tender opening session	17/11/2010	11h00

9. All costs incurred in preparing and submitting tenders are 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 signature of the contract with the successful tenderer.
12. Tenderers are informed that for the purposes of safeguarding the financial interests of the European Union, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, upon request to Cedefop's Head of Finance and Procurement.

13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). 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. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the Head of Finance and

Procurement. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

14. 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/JK/Insurances services/020/10

‘Insurance services for Cedefop’s building, content and official vehicles’

Tender Specifications

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INTRODUCTION TO CEDEFOP:

Strengthening European cooperation in vocational education and training policy

1) Founded in 1975 (1) and based in Greece since 1995, 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. Its strategic objective for 2009-11 (2) is to ‘contribute to excellence in VET and strengthen European cooperation in developing, implementing and evaluating European VET policy’.

2) This strategic objective is supported by four priorities, namely:

informing European VET policies;

interpreting European trends in and challenges for skills, competences and learning;

assessing VET’s benefits;

raising the profile of VET.

3) Cedefop supports the European Commission, Member States (as well as the associated countries of Iceland and Norway) and social partners by:

using its expertise, gathered through research, analysis and networking, to identify trends and challenges and propose ideas for VET policies;

bringing together policy-makers, social partners, researchers and practitioners to share ideas and debate proposals on the best ways to tackle the challenges we face;

encouraging European approaches, principles and tools to improve training and achieve common aims;

raising awareness and understanding of how vocational education and training is evolving, and how it contributes to lifelong learning and other policies;

disseminating information through websites, publications, networks, study visits, conferences and seminars.

Cedefop carries out its role through the tasks set out in its founding regulation. It disseminates information through its website, publications, networks, study visits, conferences and seminars.

4) More information about Cedefop can be found on its website:
<http://www.cedefop.europa.eu>

(¹) Council Regulation of 10 February 1975 establishing a European Centre for the Development of Vocational Training (Cedefop) EEC No 337/75, *Official Journal of the European Communities* L39, 13.2.1975 as last amended by Council Regulation EC No. 2051/2004.

(²) Cedefop, *Enhancing European cooperation in vocational education through evidence and expertise: continuity, focus and flexibility - Cedefop’s medium-term priorities 2009-11*

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, 2nd bullet, 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

Title of the contract: Insurance services for Cedefop's building, content and official vehicles

- a) **Short description of content of this contract:** To conclude a contract with an insurance company for the provision of the above services.
- b) **Type of contract:** Framework Service contract whereby the services will be provided following the signature of annual order forms within the context of the Framework contract throughout its validity.

1.2. Place of delivery or performance

The tasks must be completed in the Contractor's premises.

1.3. Division into lots

This tender procedure **is not divided into lots**.

1.4. Variants

Tenderers **may not** offer variant solutions to what is requested in the technical specifications.

1.5. Value or quantity of purchase

The total financial envelope for the 4-year duration of the Framework contract will depend on the effective insurance premium for each of the three assets to be covered (building, content, official vehicles). Cedefop will be contractually bound by the amounts effectively entered in the successive signed order forms, reflecting its actual insurance coverage needs on an annual basis and based on the successful tenderer's/contractor's financial offer.

1.6. Validity of tenders

Tenderers must maintain the validity of their tender for at least 6 months following the deadline of submission of tenders, i.e. until **08/05/2011**.

1.7. 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).

1.8. Main terms of financing and payment

Payments will be made **within 30 days** of submission of invoices and at the conditions set out in the draft contract.

2. TECHNICAL SPECIFICATIONS: INSURANCE SERVICES FOR CEDEFOP'S BUILDING, CONTENT AND OFFICIAL VEHICLES

By submitting a tender and filling-in all requested fields of Table 1 (point 6.2), tenderers confirm their ability to fulfil all below detailed technical requirements. This is to be expressly stated in the cover letter requested in point 4 of the Invitation to Tender. Any incomplete proposal will not proceed to financial evaluation.

2.1. Presentation of building premises and content

Cedefop premises are located in a 14.500m² site, in Technopolis area of Pylaia since 1999. Final acceptance of the building was in 2001. The total built surface is 7.900 m on a 5 floor assembly.

The building is occupying five floors: the basement or level 0 (2.500m²), the ground floor or level 1 (2.500 m²), the second ground floor or level 2 (1.100 m²), first floor or level 3 (1.100 m²) and the second floor or level 4 (700 m²) plus 750 m² of the terrace.

Today, it provides facilities for about 150 members of staff, external contractors, and trainees. Cedefop also organises on a regular basis conferences, events, exhibitions etc.: the average annual number of visitors is estimated at 10.000.

The Day Care Centre receives approximately 15 babies and young children on any working day.

Premises include (non exhaustive list) the following:

- 100 offices
- Cafeteria – Canteen
- Reception desk
- Training Rooms
- 10 lavatory blocks (40 toilets)
- 2 showers
- Printing and reproduction services
- Conference complex with 3 meeting rooms and A/V equipment
- Day Care Centre
- Elevators (2 internal and 2 external)
- Computer room furnished and equipped with air conditioning system
- Underground parking
- Archives room

- Library
- Medical office
- Mail Room
- Storage rooms
- 15 ancillary rooms, mainly located in the basement containing electromechanical, computer and telecommunication equipment

External features:

External parking in 5 levels

Backyard with olive trees

External air conditioning unit complex

Security booth at the entrance

Side streets

Content:

Furniture

Computer and other ICT equipment

Conference facilities (audiovisual, interpretation, electronic voting equipment)

Security facilities

Kitchen, Cafeteria facilities

Archives facilities

Medical facilities

Library facilities

Storage facilities

Office supplies

Electromechanical, reproduction and telecommunications equipment

Works of art

All assets are being regularly maintained and renewed.

Cedefop's building shows partial damage around its Conference wing (Block C4). The necessary repair works are due to start soon and will be finalized by the end of June 2012. Therefore the Day Care Centre as well as two conference rooms are currently not operational.

It should be noted that insurance will cover also the above mentioned construction parts of the building. Relevant information will be provided during the site visit (see point 7 of the Invitation to tender).

2.2. Maintenance

The technical facilities (installations) are those commonly encountered in a modern building, that is:

- Heating, Ventilation, Air Conditioning (HVAC)
- Generator and UPS Power Assistance;
- DATA-VOICE Network

Specifically, heating is provided by fuel-powered burners.

Maintenance of the premises in general is provided by a specialized company that ensures everyday presence in the building.

The maintenance and upkeep of specific equipment and technical installations are undertaken by specialized external companies, monitored by the Facilities staff. Their relevant tasks cover:

- Conduct monitoring, preventive maintenance and troubleshooting of lots:
 - Heating, ventilation, air conditioning,
 - Hydro-sanitary, fire network,
 - Electricity high and low voltage, fire detection and protection
- Lifts:
Renewal of materials, equipment and repair of technical packages

Guarantees are provided for all technical installations in full ownership in order to maintain in perfect working order the installations.

Where mandatory, the technical facilities are periodically audited by recognized organizations.

2.3. Prevention and protection against fire

The protection and prevention against fire and other risks are widespread in the building. In addition, the building at the time of its construction was in full conformity with the requirements of the various applicable norms and standards in this area (fire doors, fire extinguishers, hose reels, hydrants, signal systems etc.).

All systems are monitored by the Security Guards on a 24 hours / 7 days basis (see point 2.4 below).

Cedefop has received a fire protection certificate which is valid until 23 June 2015 (see Annex J).

Cedefop has its own emergency procedures. Evacuation drills are taking place twice a year. Smoking is not allowed in the building.

2.4. Security measures

Cedefop's premises are guarded by a security guard company 365 days per year. The Security guards are located at the Security booth behind the unique Gate at the entrance of the building. All visitors pass by the security guards.

Security systems (Access control, CCTV, etc) are monitored from the Security Booth on a 24 hours /7 days basis.

The access to the building for every Cedefop staff member or visitor is subject to being in possession of an access card issued and / or recognized by Cedefop.

Cedefop has its own procedure when organising events or when receiving visits of dignitaries. The Police provide Protocol security services as appropriate upon request.

Cedefop has also a Security Officer in-house who is in contact with the security guards and provides information material on emergency and evacuation procedures. A Health and Safety Committee is also working on the internal procedures in cooperation with the Security Officer.

2.5. Direct risks - Disclaimer

BUILDING INCLUDING THE PARKING SPACES, OTHER FACILITIES, MATERIALS, FURNITURE, GOODS, EFFECTS OF OBJECTS AND VISITORS AND STAFF

It is stated that the various items listed below take effect as exclusively the result of an accident covered by this contract. These costs will be incurred in a reasonable manner or with the consent of the company (e.g. additional costs).

- claims by neighbours and others,
- experts fees, engineering fees, financial losses,
- expenses necessitated by compliance,
- costs for recovery of archives, models, Information and communication media,
- cost of presentation and dumps,
- costs of caretaking and temporary fence, retirement costs of water,
- costs for leaks, thawing, pressure pipes discharge and pumping,
- costs of support action by civil and military authorities,
- additional operating costs.

2.6. Excess

Excess shall only apply to the following listed events:

2.6.1. *Earthquake*

Cedefop's participation of 2% with maximum contribution 15.000 EUR

2.6.2. *Water damage - Liquid – Frost*

Cedefop's participation of 5% with maximum contribution 500 EUR

2.6.3. *Theft*

Cedefop's participation of 5% with maximum contribution 500 EUR

2.6.4. *Short circuit*

Cedefop's participation of 200 EUR

No other excess will apply for any other insured event.

For the purposes of the excess, as a single claim will be considered any damages to insured property resulting from one or more events themselves generated by the same event and occurring within 72 hours after the first event.

It is stated that in no case may there be a combination of excesses. Therefore, if multiple excesses applied to the same incident, only the highest one would be selected.

2.7. Property insurance

2.7.1. *Departure from the proportional rule*

It is agreed by mutual consent that the guarantees of this contract (Direct Damage, Liability) are granted with abrogation of the Proportional Rule in case of disaster.

2.7.2. *Guaranteed Events*

Even when the disaster occurs outside of the property insured, the insurance coverage extends to damage caused to Cedefop by:

1) relief or any suitable means of extinction, preservation or rescue; 2) the demolition or destruction ordered to stop the progress of a disaster; 3) collapses resulting directly and solely from a disaster; 4) fermentation or spontaneous combustion followed by fire or explosion; 5) heat, smoke, corrosive fumes and any distribution of elements, materials or toxins, damaging or harmful resulting directly and solely from a disaster.

2.8. Value of property

The Cedefop building's value to be insured is **12.000.000 EUR**.

The Cedefop building's content to be insured is **5.000.000 EUR**.

The above values may be updated **upwards** at the end of 2012 after finalisation of the repair works and new investment in equipment (see end of point 2.1 above). In such case the insurance premiums payable will be adapted on the basis of the successful tenderer's financial

offer included in his tender and in the resulting Framework Contract (Euro/thousand Euros of insured value). The same shall apply to the insurance premium for the official vehicles in case of increase of their value due to replacement (see point 2.13 below).

2.9. Insurance of property damage caused to materials and insured losses

LIST OF INSURED EVENTS:

The damages could be partial or total:

- 1) Fire - Explosions of any kind - Gas - Steam - Lightning strike - Domestic accidents;
- 2) Electrical Hazards;
- 3) Storms - Hail - Weight of the snow on the roofs;
- 4) Smoke;
- 5) Falling equipment of air or space transport;
- 6) Sound barrier;
- 7) Vehicle collisions;
- 8) Damages from water and liquids - Frost;
- 9) Labour disputes and attacks - Riots - Popular Movements - Acts of terrorism - Sabotage - Vandalism – Malevolence;
- 10) Theft;
- 11) Broken windows;
- 12) Machinery breakdown
- 13) Consequential damage;
- 14) Flood, earthquake and landslide.

For all insured events, the following are not covered:

- Damages caused or incurred, or worsen, directly or indirectly prior to this insurance contract;
- Damages caused or incurred, or worsen, directly or indirectly due to manufacturing fault.

2.10. General Exclusions

2.10.1. Are excluded losses, damages or deteriorations of the insured items that are caused directly or indirectly or have any connection with:

1. war or any event of the same nature, e.g. civil war,

2. mutiny, insurrection, rebellion, revolution, martial law or state of siege,
3. requisition in all its forms, partial or total occupation of the property designated by a military or police or by regular or irregular combatants,
4. weapons or devices intended to explode by changing the structure of the atomic nucleus, any nuclear fuel, radioactive products or waste or any other source of ionizing radiation,
5. any deliberate act by which a property is damaged, destroyed or contaminated by the use of biological, chemical, nuclear or radioactive means,
6. the presence or dispersal of asbestos, asbestos fibre or products containing asbestos.

2.10.2. Also excluded:

1. aesthetic impairment,
2. the financial consequences of any liability of the insured not guaranteed by the contract,
3. any immaterial damage,
4. unexplained disappearance of property, differences or missing items identified during an inventory, errors in cash registry,
5. Cyber-risk: To the extent that the contract covers equipment using electronic data, it is stated that is only the physical damage to the substance of things is exclusively guaranteed. Damage to electronic data, software or computer programs or other, are only considered physical harm to the extent that they are the direct result of prior physical damage guaranteed to the electronic platform on which those electronic data, programmes or software are installed. Among others are thus excluded, the loss, deletion, alteration of software programs or electronic data which are the result of viruses, infections, errors (programming, data entry or other), negligence, malice, failure and / or electrical or electronic disturbance, the influence of magnetic fields and failure of external networks. By failure of external networks is meant the dysfunction of remote data transmission causing a loss to the insured.
6. Toxic mould: Notwithstanding anything to the contrary possibly contained in the General or Special Conditions, are excluded from the guarantee of this contract damages of whatever kind, losses, costs or expenses if they result directly or indirectly or they are related in any way whatsoever to toxic mould.

2.10.3. Are excluded damages resulting directly or indirectly from:

1. pollution, unless they are the consequence of another event not otherwise excluded, and occurring in the insured institution;
2. the spread of bacteria, viruses, any toxic organism or mould (including fungi).

2.11. Definition of insured events

2.11.1. FIRE - EXPLOSION OF ANY KIND - GAS - VAPOURS - LIGHTNING STRIKE - DOMESTIC ACCIDENTS

2.11.1.1. FIRE

The damage caused by fire and / or those resulting from it, i.e., a conflagration, a burning or a simple combustion process as well as those resulting from the action of heat or direct immediate contact with fire or a glowing substance. The concept of fire excludes partial or total destruction of fallen objects, burns, excessive heat, approximation or contact of a light or heat source, fumes, spray or drops of fuel, spontaneous combustion and fermentation, that cause damage without the existence of fire.

2.11.1.2. ALL EXPLOSIONS

Damage of an explosion or implosion caused to insured property unless it is the explosion of explosives.

Explosion means a sudden and violent generation of forces due to the expansion of gases or vapours, whether those have existed before this event or they developed concurrently to it. Is equivalent to an explosion within the meaning of this contract, the implosion, that is to say, a sudden and violent generation of forces due to the irruption of gases, vapours or liquids in any kind of devices and containers, including pipes and ducts.

However, the events defined above occurring in devices or containers are only considered explosions if their walls are ruptured such that, as a result of the expansion or the irruption of gas, vapours or liquids, the balance of pressures inside and outside occurred suddenly.

It is stated that if the chimney or building elements struck by lightning were to fall on the insured property, damage to these would be included in the insurance even though there has been no fire.

The concept of explosion excludes from blows of water or other liquids, water hammering.

2.11.1.3. GAS - VAPOURS

The damage caused by the gas or vapours, consecutive or not to a fire, explosion, or electricity.

2.11.1.4. LIGHTNING STRIKE

The damage caused by lightning strike and electricity, including atmospheric.

2.11.1.5. DOMESTIC ACCIDENTS

The burns caused by excessive heat without fire burning or by contact with a heater.

2.11.1.6. ELECTRICAL HAZARDS

The damage to all equipment, machinery, any electrical or electronic engines and their accessories, transformers, electrical wiring and accessories, in particular:

- Fire or explosion originating at the interior of these objects,

- Damage of electrical nature including those resulting from an abnormal current of whatever origin,
- Damage due to lightning strike or the influence of atmospheric electricity.

**2.11.1.7. STORMS - HURRICANES -
WATERSPOUTS - TORNADOES AND
CYCLONES (hereinafter STORMS) - HAIL
- WEIGHT OF THE SNOW ON THE ROOF**

The damage caused by direct action of:

- Wind occurring during a tempest, a storm, a hurricane, a waterspout or a tornado or the shock of a body thrown or projected by the wind, if the wind:
 - a) created damages to buildings or constructions of similar nature in the vicinity of the designated building or
 - b) reached at the nearest station of the National Meteorological Institute a top speed of at least 100 km / hour
- The fall of hail,
- Colliding objects thrown or projected during these events,
- Precipitation (rain, snow or hail) that enters the building designated by the fact that it has previously been damaged by a windstorm or hail, and this, provided that the insured has taken, as soon as it has been possible, the necessary protective measures to prevent penetration of such precipitation,
- The pressure of snow or ice.

The guarantee extends to damage to the insured property by:

1) relief and all proper means of preservation or rescue; 2) order of demolition or destruction to stop the progress of a disaster; 3) collapses resulting directly and solely from a disaster,

- The weight of snow, water or ice on roofs and on fixed or floating tank roofs.

This guarantee extends further to:

- damage caused by the wet due to rain, snow, hail, water or ice when they get inside the building insured or containing the insured property because of its total or partial destruction resulting from direct action of one of the events listed above.

2.11.1.8. SMOKE

The damage caused by the fumes generated by a sudden and unforeseen failure of any heating, cooking or industrial device as well as that due to smoke or gaseous products that emerge from bodies in combustion or heated to a high temperature.

**2.11.1.9. FALL OF AIR NAVIGATION
EQUIPMENT OR SPACECRAFT**

Damages due to evolution, shock or fall of all or part of air navigation equipment, spacecraft, or objects falling from them.

2.11.1.10. SOUND BARRIER

The shock waves caused by crossing the sound barrier.

2.11.1.11. VEHICLE COLLISIONS

Damages due to vehicle impact, air navigation equipment or spacecraft or objects that fall from them when they move on land, roads or airlines, provided that all such apparatus, machinery or vehicles are not owned by the insured or in his custody.

**2.11.1.12. DAMAGES FROM WATER AND LIQUIDS
- FROST**

The damage caused by leaks, flow and / or penetration of water or liquid, accidental (including those resulting from frost) from:

- Discharge or overflow of liquids out of ducts, pipes, conduits and various reservoirs,
- All fixed devices related to water, steam or heating
- All fire protection facilities, including sprinkler systems,
- The failure or congestion in the gutters,
- Seepage through roofs, terraces, balconies and glass ware,
- Drainage,
- Frost of all apparatus related to water or steam or heat, ducts, conduits, pipes, drainage and fire protection facilities.

**2.11.1.13. LABOUR DISPUTES OF WORK AND
ATTACKS - RIOTS - POPULAR
MOVEMENTS - ACTS OF TERRORISM
AND SABOTAGE - VANDALISM -
MALEVOLENCE**

The material damage caused by:

- People involved in labour disputes, riots, popular movements,
- Acts of terrorism or sabotage, vandalism, attacks, malevolence or committed by the strikers,
- Acts committed by any legally constituted authority, due to measures taken during the events enumerated above for the preservation or protection of property.

2.11.1.14. **THEFT**

The disappearance, destruction or deterioration of movable or immovable property insured caused by theft or attempted theft committed through break-in in the insured premises:

With violence against a member of staff, agent, employee or visitor (including contractors and their staff members or employees, suppliers and staff's family members) within the Cedefop premises,

By staff, agents and employees, provided that the theft was committed outside working hours or service and only with break-in or murder, threats or violence upon persons present at that time in the premises, including security guards,

- By breaking glasses or splitting glass joints, without penetration into the premises,
- Theft of safes and/or of their content,
- Physical damage to safes and alarm system from a break-in or attempted break-in,
- Robberies on the holder of the keys,
- Breaking-in, climbing or use of false keys, if it is determined that the robber entered and stayed illegally in the premises,
- The costs of caretaking or temporary fence necessitated by break-in or attempted break-in.

2.11.1.15. **BROKEN WINDOWS**

- Whether from:
 - Cedefop's staff, agents or employees,
 - Any other person (including contractors and their staff members or employees, suppliers and staff's family members) even if it is malevolence, theft, attempted theft or a brawl,
 - A defect of construction or settlement of buildings,
 - Objects thrown, hail, heat, solar or artificial,
 - Crossing the sound barrier by an airplane,
 - Storms, hurricanes, tornadoes, cyclones,
 - Strikes, riots, civil commotions, acts of terrorism concerted or not, actions of any legally constituted authority because of measures taken during the above events or for preservation or protection of the insured goods.

A) Breaking of:

- ❖ All kind of frontage glasses, whether fixed or mobile;

- ❖ Glazed internal or external doors, separations, balconies
- ❖ Mirrors,
- ❖ Glass engraved, curved

B) Breaking:

- ❖ Applied or painted inscriptions on glass surfaces,
- ❖ Sanitary fixtures,
- ❖ Marble elements,
- ❖ Damage to insured property resulting from a broken window,
- ❖ The cost of the work other than for mirrors necessarily incurred by the replacement of insured items,
- ❖ The costs of caretaking and provisional closure necessitated by a broken window.

2.11.1.16. MACHINERY BREAKDOWN

Compensation is covered for damage incurred to equipment below due to one of the following causes:

- ❖ Vice or defect in material, construction or installation;
- ❖ Vibration, maladjustment, misalignment, loose parts, abnormal tension, molecular fatigue runaway or over speed, centrifugal force;
- ❖ Heat, seizure, fortuitous lack of lubrication;
- ❖ Rush of water, overheating, lack of water (or other liquid) in a piston engine or a hydraulic system.

Equipment covered includes machines, freezers, cold rooms and refrigeration equipment, printing equipment (offset printing, high-volume copiers, pre-press equipment, post-press equipment), folding equipment, safety devices.

2.11.1.17. CONSEQUENTIAL MATERIAL DAMAGES

The insurer covers the property damage of any kind suffered by the insured property as a result of events covered, even if such goods were not directly affected by the generating incident covered by this contract, it being understood that indisputable causal link must exist between this event and the damage.

2.11.1.18. FLOOD, EARTHQUAKE, LANDSLIDE

The insurer covers the property and content damage of any kind suffered by the insured property and resulting from flood, earthquake and/or landslide, landslide.

Also covered is, the damage that is the direct result of an earthquake and caused by:

- Projected or overturned objects
- A fire or explosion,
- Rupture, overflow or a leak of hydraulic systems located inside the designated building or nearby buildings,
- A flood resulting from an earthquake or a volcanic eruption,
- Precipitation (rain, snow or hail) that enters the interior of the building, provided that the insured can prove that he took, as soon as it has been possible, the necessary protective measures to prevent the penetration of such precipitation,
- Relief and all means of preservation or salvage worn or used wisely, the demolitions ordered by the competent authorities.

2.12. DEFINITION OF INSURED PROPERTY - LIABILITY – ASSOCIATED EXPENSES AND LOSSES

2.12.1. DIRECT DAMAGES

The cover applies on goods specified below:

2.12.1.1. BUILDING

All and the whole of buildings and structures of all sorts and all kinds whatever their use or purpose, contiguous with or without communication between them, or non-contiguous, building works by nature, destination, or incorporation, including those made or under execution, repair or alteration by the insured in the property.

Must also be included, all heating, water, electricity, telephone, ventilation, air conditioning etc. installations that cannot be detached from the buildings without being damaged or without damaging the part of the building to which they are attached.

The entire internal and external facilities, without exception or reservation of any kind whatsoever:

- a. Public and private parts, pedestrian street, roads, green space,
- b. All the general and technical facilities and equipment for public use or not such as central heating, energy, technical rooms and galleries, electrical substations, control station, common sanitary rooms, sprinklers central, axial feeding hose reels, escalators, elevators, lifts, staircases, lift pumps etc.

2.12.1.2. CONTENT

All goods and the whole of fixed or mobile elements constituting equipment, furniture including motor vehicles, cargo lifting and cleaning gear whatsoever, materials under testing, furniture, materials, office supplies, computer and telephone equipment, records and archives, embellishments, furniture arrangements, fixtures and furniture installations of all sorts and kinds, stocks of materials.

Assets belonging to third parties, for which the insured has the use or who find themselves at a loss in its custody or are made available to it, and the effects and goods present within the

premises and belonging to the insured as well as to all staff, agents, employees, contractors' technicians, custodians and caretakers, and visitors.

- The maintenance materials and objects used for the operation and decoration of buildings with the exception of works of art;
- The supplies of any kind, including their packaging;
- The specific mobile installations (kitchen, restaurant, security, conference, lobby, nursery, day-care, medical service etc),

all without exception or reservation.

2.12.1.3. **FLOATING**

Furniture, equipment, goods, records and models are guaranteed not only within the buildings normally containing them and their dependencies, but also when "floating" anywhere as it appears necessary.

2.12.1.4. **PROPERTY/ ASSETS DURING TRANSPORT**

All insured floating property is also covered during transport, regardless of the mode of transportation in or on all vehicles of all types, platforms and tracks, both at rest and during handling, loading and unloading. This guarantee is limited to fire, explosion, lightning and vandalism only.

In summary, the guarantees cover all insured floating property necessary or related to the activities performed, without exception or qualification, which moves wherever necessary among Cedefop's agents and third parties, without the insurers at any time being entitled to take advantage of any no-name, designation or description whatsoever.

2.12.1.5. **RESPONSIBILITIES**

The insurance coverage applies also both to situations as listed above and wherever necessary on:

2.12.1.6. **CLAIMS FROM NEIGHBOURS AND OTHERS**

Claims against the insured under Greek Law by third parties, including its neighbours, for damage caused to their property by transgressing fire or damage directly caused by a guaranteed peril and for real estate unemployment resulting from such damage. The guarantee includes the assumption of responsibility of the insured for expenses incurred by third parties to stop or limit the consequences of a disaster or to save their property from the effects of a disaster. The guarantee is not acquired for immaterial damage except for real estate unemployment.

2.12.1.7. **EXPERT FEE**

In the event of a covered loss, the insurer also covers the costs and fees of experts and / or any company authorized for that purpose by the insured to defend its interests.

2.12.1.8. **ENGINEERING COSTS**

Are covered the fees for architects, decorators, consultants, technical inspection and engineering, whose intervention is necessary following guaranteed events to be incurred by the insured or on his request, for professional advice on whether reconstruction or repair of damaged property is needed and relevant design.

Will also be included in the amount of compensation, overtime, the cost of supervision, support and any additional internal and external costs related to the various services involved in the various works required following a covered disaster.

2.12.1.9. **COSTS INVOLVED IN COMPLIANCE**

The costs involved in setting an inventory in accordance with the laws and regulations in cases of reconstruction or repair of damaged property, including facilities not affected by the disaster, are included. With regard to facilities not affected by the disaster, the company will bear the costs of compliance with legally imposed obligations provided that the claim arises solely from guaranteed risks.

2.12.1.10. **RESTORATION OF LIBRARY / MEDIA INFORMATION / MODELS / BANDS / FILMS**

In the event of a covered loss, will be guaranteed the cost of recovery and / or replacement of all documents bearing technical, operational, accounting and administrative information, such as:

a) models, drawings, files, photographs, of the shelf programs and computer support, microfilm and archives; b) all special tools, all documents for the development or reproduction of other goods; c) films, videotapes, audio.

The insurer shall, upon request of the insured and according to the needs, release in instalments the effective costs incurred for such replacements and / or reconstitution.

2.12.1.11. **COSTS OF PRESERVATION AND EXCAVATION**

- The reimbursement of demolition, excavation, landfill, cleaning, decontamination, removal and transfer of rubble, the cost of backfilling, shoring, sheeting, scaffold resulting from a guaranteed loss.

- The reimbursement of travel costs, replacement and storage of goods belonging to either the insured or to any third party, covered by this contract, where such activity is necessary for repairs necessitated by a guaranteed disaster (including the costs of handling and transport) or as a precaution against the possible spread of a sinister that occurred in the neighbourhood.

- The reimbursement of costs incurred for removal and reinstallation, of affected objects, and transportation.

- Reimbursement of restoration of the gardens, courtyards and other open spaces that were damaged by the works of extinction, preservation, rescue and recovery.

2.12.1.12. RESCUE FEES

Reimbursement of costs for measures requested by the insurer in order to prevent or mitigate the consequences of a disaster, precautionary measures imposed by administrative decision, or reasonable steps taken at the initiative of the insured to prevent disaster in the event of imminent danger or if the disaster has started, to prevent or mitigate its consequences, provided that:

- The insured is obliged to take immediately urgent measures, without opportunity to inform and obtain the prior consent of the insurer, otherwise the interests of the latter would be harmed;
- If there is imminent danger of disaster, in the absence of these measures a disaster would occur in the very short term and with certainty.

The guarantee covers the payment of damages of any kind and expenses incurred by the insured and / or any third party to combat by all means necessary, a disaster secured by this contract.

For this item, the amount of the guarantee will be calculated in accordance with the legislation in force and will be complementary to the one related to associated costs and losses referred to in point 2.5.

2.12.1.13. FEES FOR GUARDING AND TEMPORARY FENCE

The costs of guarding and / or temporary fence needed due to temporary lack of safety devices because of their deterioration or destruction resulting from a secured disaster.

2.12.1.14. REMOVAL COSTS OF WATER

The reimbursement of removal of water and drying, as a result of the fall and / or stay in the water of the property insured by this contract and resulting from a guaranteed disaster.

2.12.1.15. COSTS OF LEAK DETECTION, THAWING, DISCHARGE, PUMPING

The reimbursement of leak and/or infiltration detection and costs for thawing, discharge, pumping, relating to a disaster secured by this contract.

2.12.1.16. CIVIL OR MILITARY AUTHORITIES

The direct damage caused to insured property and / or those of others through acts of destruction ordered by a civil or military authority, in case of disaster and in order to prevent its spread, provided that this disaster has not stemmed from an event excluded from this policy.

2.12.1.17. ADDITIONAL OPERATIONAL COSTS

Reimbursement for all costs reasonably incurred by the insured in excess of those normally incurred before the accident to perform the same tasks in the period set forth below, such as (but not limited to):

- The rents that would be necessary to use provisionally alternative accommodation,
- Extra costs of office supplies, correspondence, fax, telephone,

- Maintenance of temporary premises,
- The costs of information and communication to external partners,
- The cost of extra staff that could be caused by the increased needs following the accident,
- Cost for recovery of models, records, computer support necessary for the activities of the insured,

Fees will be guaranteed from the date of the disaster, for the time necessary to rehabilitate the affected premises but within a period of three years from the date of the disaster.

2.12.1.18. **AUTO INSURANCE**

The insurer commits to guarantee automatically, under the terms of the present contract all additions, all new construction and all material that are under construction, assembly or in operation, more generally, all movable or immovable, are included in the insurance as and when they are added or being executed. There will be no relevant statement during the year, but they must be entered in the accounts and incorporated in the values to be insured in the year following their incorporation and / or implementation.

However, if other insurance policies (e.g. those obligatorily taken by the relevant contractors) guarantee property under construction or assembly, the amounts actually paid under such contracts in settlement of any claims will be considered as absolute exemptions for the application of safeguards in this policy.

2.12.1.19. **ESTIMATED DISASTER DAMAGE AND INSURED LOSSES**

REPLACEMENT COST

1) Except in respect of locative damage liability, the machinery breakdown and equipment during transports, the guarantee of this contract includes the value of reconstruction of facilities and replacement of equipment, provided the secured capital was calculated on the same basis.

The settlement in case of loss will be the amount of the cost of reconstruction of facilities and replacement of damaged equipment.

If the disaster affects obsolete equipment and / or virtually irreplaceable with identical, the figures used are those of a modern equipment of equivalent performance.

To benefit from the guarantee, the insured will not be required to rebuild facilities or purchase equipment identical to those who have been affected.

The insured will give insurers the justification of proposed reinvestments, to enable them to resolve the compensation as stated above.

2) As regards the machinery breakdown and equipment materials during transport compensation, the estimate will be made as follows:

In the event of total destruction of a device or facility, the amount being will be considered equal to the value of replacement by new ones of the goods destroyed, less depreciation due to seniority as calculated by experts and then the salvage cost.

The amount of a partial damage is estimated at the cost of repair in replacement value without depreciation. If the price of the repair exceeded the replacement cost of new equipment of equivalent performance, the replacement would be preferred.

3) Regarding Locative Damage Liability, the estimate will be based upon the actual value (replacement value minus depreciation).

The amount of damages thus estimated will be increased with transportation, installation and setup costs.

2.12.1.20. BUILDINGS ON LAND OF OTHERS

Regarding constructions on land of others, the allowance will be calculated in the same manner as for buildings constructed on land owned by the insured.

2.12.1.21. RECONSTRUCTION IN ANY PLACE

The compensation will also be payable by the insurer for the actual reconstruction anywhere, and this in a country of the European Union on the same bases as those provided in case of rebuilding on the damaged establishment site.

2.12.1.22. EMBELLISHMENTS - MODIFICATIONS

Included in the guarantee of this contract are the improvements, developments, arrangements of any kind, made by the insured in all the insured property.

2.12.1.23. ASSOCIATED INSTALLATIONS

Cedefop can participate in or organize exhibitions, fairs, trade shows, meetings, parties, concerts and other events and use for this purpose various facilities and lightweight constructions, permanent or provisional. Consequently, the guarantees of this contract apply to damage caused to these various facilities.

2.12.1.24. TEMPORARY OCCUPANCY

The cover of this contract will be extended without prior notification, to the tenant's risks as well as claims by neighbours and others falling upon the insured for the premises occupied temporarily for meetings, general assemblies, exhibitions or other events.

2.12.1.25. ELEMENTS OF RISK ASSESSMENT

Insurers acknowledge having received all information elements related to the guaranteed premises, activities carried out and their neighbourhood and renounce to take advantage of any no-name in the risks on the day of a disaster. Consequently, the insured is not required to declare:

- the nature of materials stored and used in connection with its business in a normal or incidental way or incidental,
- changes which it proceeds to, or repairs to the stipulated premises,
- work stoppages in the insured premises or their vacancy.

Insurers may, at any time, visit the insured premises provided that the internal security policies are respected.

2.12.1.26. **USE OF RESCUE MEANS**

The insurer agrees to pay, in addition to the loss or damage caused by untimely activation of protective equipment, the cost of restoration of damaged equipment and the cost of refill of products.

2.12.2. **CLAIMS**

2.12.2.1. **STATEMENTS**

The insured is not required to declare any previous loss or damage which he would not demand compensation for.

The insurer allows the insured a period of:

1. eight days to give notice of any disaster for which it claims reimbursement
2. 6 months to make a statement of losses, i.e. the estimate of insured property damaged, destroyed and saved. It is stated that in case of theft, the insured must file promptly a complaint with the local authorities.

Those times start to run from the time the person responsible for insurance claims at Cedefop has become aware of the damage.

The insurer agrees not to oppose forfeiture to the insured, if at a later stage it turns out that the importance of the loss is superior to the applicable excess.

2.12.2.2. **EXPERTISE**

It is agreed by mutual consent among the parties that in case of accident report, the insurance company or the designated broker is to initiate necessary steps for issuing the expertise report.

The report of the expert is being conducted within eight (8) working days of the statement of the insured.

The insurer's decision on any work to do following the loss shall be made within 30 working days of the date the insured has submitted a repair estimate. Failing that, and in case of emergency, the insured has the right to restoration of the site, while maintaining its right to be indemnified under the terms of the contract.

Expertise actions in case of disaster shall in no way stop the functioning of the building, and if the work should be temporarily interrupted, it could only be in the premises or parts of premises that are affected by the disaster.

2.12.2.3. **ADVANCE ON COMPENSATION**

For all insured disasters, insurers are committed after the reinstatement of losses, in the absence of any opposition, to pay within 30 days an advance, to be deducted from the final reimbursement, equal to one third of the reimbursement claim as agreed with the experts. The remaining amount should be paid within 30 days at the latest.

2.12.2.4. PROPERTY OF FOREIGN ORIGIN

In regard to goods of foreign origin, compensation shall be calculated on the basis of prices in the foreign market concerned at the time of loss, including costs related to import and deduction made of discounts and refunds.

2.12.2.5 DETERMINATION OF INDEMNITY

In case of disaster:

The compensation payable to the insured, calculated in Euros and as provided in this contract, is as appropriate: capped at the amount of the contractual limitation of damages, minus the amount of the excess. If several guarantees are involved, the excess is applied only once.

If two or more excesses of different amounts are applicable only the highest excess shall be used. However, if the amount of damage within the relevant guarantee is less than the amount of the excess, it is the amount of the damage that will be considered as excess.

For the purposes of these provisions must be understood as:

Loss: The total of damages or losses affecting the property covered and their consequences, resulting from an accidental, unpredictable and sudden event.

Excess: The portion of the damages to be borne by the insured for each claim and the amount of which is defined in the special conditions.

The foreign insurance companies listed as co-insurers accept jurisdiction and renounce any right to appeal in their country. In case of conflict of law or opposition to the terms and agreements of the contract, only the provisions most favourable to the insured will apply.

2.13. Technical specifications: Insurance services for Cedefop's official vehicles

Cedefop cars

Cedefop has in its possession two official vehicles with CD (diplomatic) plates. The official cars are used for business purposes only and are parked at Cedefop's premises.

The vehicles to be insured are:

1) VW MINI BUS CARAVELLE

Passengers vehicle
 Year: 1998
 Chassis number: WV2ZZZ70ZXH090537
 Seats: 9 seats
 Colour: Light Blue
 Registration Number: ΔΣ -89-2
 Value of vehicle: **10.000 EUR**
 BONUS MALUS: 0

2) DAIMLER CHRYSLER 211 Mercedes

Passengers vehicle
 Year: 2006
 Chassis number: WDB2110541A876019
 Seats: 5 seats
 Colour: Black
 Registration Number: ΔΣ -89-3
 Value of vehicle: **20.000 EUR**
 BONUS MALUS: 0

The official cars are used by two staff members of Cedefop (drivers) in Thessaloniki area. They may be used abroad only in exceptional cases.

2.14. Insurance of vehicles

The insurance coverage is for partial damage or total damage, including any damage total or partial from any kind of vehicle which is uninsured and total or partial theft.

The exclusions described in point 2.10 above apply to this part too.

LIST OF INSURED EVENTS:

2.14.1. CDW (Collision Damage Waiver)

2.14.2. Criminal and civil protection

2.14.3. Liability

2.14.4. Damage by uninsured vehicle

2.14.5. Personal accident of driver including hospitalization, non hospital treatment, disability coverage

2.14.6. Theft

2.14.7. Partial theft

2.14.8. Fire

- 2.14.9. *Labour disputes and attacks - Riots - Popular Movements - Acts of terrorism - Sabotage - Vandalism – Malevolence*
- 2.14.10. *Natural phenomena including rain, hail, snow, ice etc.*
- 2.14.11. *Glass breaking*
- 2.14.12. *Liability for fire*
- 2.14.13. *Self damages of vehicle (damages total or partial of the vehicle from own responsibility)*
- 2.14.14. *Malicious damage*
- 2.14.15. *Road assistance and towage for accidents or car breakdown to the insurance company's headquarters;*
- 2.14.16. *Coverage of age spare parts*
- 2.14.17. *Car rental in case of insurance contract activation*

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 in Annex C. Therefore all tenderers, all group (consortium) members (if any) and the subcontractor/s (if any), identified as per the two bullet-points in the fourth paragraph of point 5.2 below) shall provide the self-declaration found in Annex C duly signed and dated. Failure to provide the declaration(s) on exclusion criteria may lead to the exclusion of the tenderer from further evaluation.

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

In case of recommendation for contract award point l) of Annex C will apply to contracts above the threshold provided for in Articles 134.2(a) and 158.1(a) of the Implementing Rules of the general Financial Regulation (currently 125 000 EUR).

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. The eventual non-submission with the tender of the below required documents / statements may lead to the exclusion of the tenderer from further evaluation.

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 those resources at his disposal. This obligation may be fulfilled by presenting statements from those entities or the consortium agreement.

3.2.1 Economic and Financial capacity

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

Requirement:

- The average annual turnover of the tenderer (of a single company, or of a consortium as a whole, if any) for the last three (3) financial years **concerning the type of services covered in this call for tenders** (insurance coverage of buildings, their content, and official cars), should be at least **120,000 €**.

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

- Statement(s) of the tenderer's turnover (for a single tenderer, or statements for each consortium member, in case of a grouping/ consortium) for the last 3 financial years concerning the type of services similar in nature to those making the subject of this call for tenders.

In case of contract award the winning tenderer will be requested to prove the above by Audited Financial Statements, if this is foreseen by the respective national legislation, and to submit Profit and Loss Account or equivalent for each of the last three financial years.

Tenderers are also requested to fill in also **Questionnaire 2 in Annex G**.

If, for some exceptional reason the tenderer is unable to provide one or other of the above documents (for each Lot) he is required to provide justification for the non provision and may prove his economic and financial capacity by any other document which Cedefop considers appropriate. Cedefop reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.2 Technical and professional capacity

Requirements for Technical and professional capacity:

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. They must therefore have:

- Enrolment in the relevant professional register;

- Organisational capacity to provide services at the required quality level considering Cedefop's location in the outskirts of Thessaloniki (proximity of seat or branch, **or** adequate and effective remote contact and monitoring tools and processes that guarantee rapid and efficient response).
- At least 3 years of experience in the provision of services similar to the scope, size and nature of the services provided as those required in this call for tenders;

Proofs / Evidences of Technical and professional capacity

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

- Document for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established;
- Brief company profile including demonstration of organisational capacity as per the above requirement (2nd bullet), **(Annex G – Questionnaire 3)**;
- List of at least 3 contracts performed in the past three (3) years similar to the scope, size and nature as those required in this call for tenders, describing the subjects, the amounts, the dates, and the contracting authorities **(Annex G – Questionnaire 4)**.

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 form (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 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 in any non-EU country which has an agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

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 H, model 1 should be used and separate legal entity forms (see point 4.3 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 4.3 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 H) 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.

The tenderer must clearly indicate:

- the identity of those subcontractors only undertaking between 10% and 40% of the work by value,
- the identity of each and every subcontractor if the total subcontracting is above 40% of the work by value, independently of his contribution to the work by value.

For each subcontractor, identified as per any of the above two bullet-points, the tenderer should submit with the offer:

- the Declaration on exclusion criteria and absence of conflict of interest (Annex C) filled-in and signed by the respective subcontractor;
- the required documents to show the economic/financial and technical/professional capacity of the subcontractor as described in points 4.1 and 4.2;
- the Form in Annex I (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 the total 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

The contract shall be awarded to the tenderer with the lowest (cheapest) bid that satisfies each and all exclusion (3.1) and selection (3.2) criteria and that complies in full to all technical requirements (Section 2 and cover letter as per point 4 of the Invitation letter).

The tender(s) which meet(s) all requirements will be considered technically compliant.

5.1 Financial evaluation

The financial evaluation should identify the best financial offer on the basis of the **Total Price** offered in the Financial Proposal (Price schedule) table (see point 5.2 below).

Only the technically compliant tenders will be subject to Financial (Price) Evaluation. The cheapest submitted offer will be the winning one.

All non-compliant tenders will have been eliminated at the stage of technical evaluation, so the contract will be awarded to the tenderer submitting the least expensive, compliant tender.

5.2 Financial proposal

The financial offer must be clear and in compliance with the tender specifications.

The Financial Proposal should indicate the total price in order to cover all the risks indicated in the Terms of Reference. The tenderers must fill-in the following Price schedule table.

	Quantity	Premium rates	Total of the annual premium in Euro
Surface to be insured	14.500 m2	Euro for square meter of the surface to be insured	
Value of content	5.000.000 €	Euro for every thousand Euros of the content value to be insured	
Value of official vehicles	30.000 €	Euro for every thousand Euros of the cars value to be insured	
Total of premiums in Euros/per year			

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

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.

Please note that Cedefop estimates are indicative and do not constitute any kind of legal obligation for the Centre.

Information concerning price

- The prices quoted must be fixed and not revisable for the first year of the contract. From the beginning of the second year, price revision may take place in accordance with the provisions of Article I.3 (Special Conditions) of the model contract attached as Annex B.
- Prices must be quoted in EURO and include all expenses.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). Such charges shall therefore not be included in the calculation of the price quoted.

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, including the technical compliance statement as required in section 2 (see point 4 of the Invitation to Tender)
- the exclusion criteria declaration requested in point 3.1 and standard template found in Annex C
- 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
- 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 H
- Model of Letter of Intent for Subcontractor/s as required in point 4.2 (if applicable) and found in Annex I.

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

6.2 Envelope B – Financial proposal

One original signed version and three copies of:

- the financial proposal containing all information requested in point 5.2.

ANNEX A

CONTRACT NOTICE

(Given as separate file in *.pdf)

ANNEX B

DRAFT CONTRACT

(Given as separate file in *.pdf)

ANNEX C

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

(Given as separate file in *.pdf)

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://europa.eu/comm/budget/execution/legal_entities_en.htm

Legal Entity Form to be completed and signed by a representative of the tenderer (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/comm/budget/execution/ftiers_en.htm

and completed and signed by an authorised representative of the tenderer (with indication of 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

CHECK LIST OF MANDATORY DOCUMENTS

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

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please provide an explanation for the reason
		Yes	No	
<u>Envelope 'A' must contain</u>				
one original and one copy of:	6.1	☐	☐	
- Cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award (name and position of the individual(s) entitled to sign contract)	Art. 4 of Invitation to tender; 6.1	☐	☐	
- this Checklist	6.1 & Annex F	☐	☐	
- Exclusion Criteria Declaration (including those of consortium members and subcontractors, if applicable)	3.1, 6.1 & Annex C	☐	☐	
- Legal Entity Form	3.3, 6.1 & Annex D	☐	☐	
- Financial Identification Form	6.1, Annex E	☐	☐	
- selection criteria documents (If applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2, 6.1	☐	☐	
- Annex G (Questionnaires 1-4)	3.2, 3.2.1, 3.2.2, 4.1; 6.1 & Annex G	☐	☐	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, 6.1 & Annex I (models 1 or 2)	☐	☐	
- Letter of intent of subcontractor (if applicable)	4.2, 6.1 & Annex J	☐	☐	
<u>Envelope 'B' must contain</u>				
one original and three copies of:	6.2	☐	☐	
- the financial proposal	5.2, 6.2	☐	☐	

The tenderers should also ensure that:

☐	the offer is formulated in one of the official languages of the European Union.
☐	both the technical and financial proposals of the offer are signed by duly authorised agent.
☐	the offer is perfectly legible in order to rule out any ambiguity.
☐	the offer is submitted in accordance with the envelope system as detailed in the invitation to tender point 3.
☐	the outer envelope bears the information mentioned in the invitation to tender point .

ANNEX G

QUESTIONNAIRES 1-4

(Given as separate file in *.pdf)

ANNEX H

MODEL 1 & 2 - POWER OF ATTORNEY

(Given as separate file in *.word)

ANNEX I

Model of Letter of Intent for Subcontractor/s

(Given as separate file in *.word)

ANNEX J

FIRE CERTIFICATE

(Given as separate file in *.pdf)