

FINANCE AND PROCUREMENT

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Thessaloniki, 01 June 2016

OPEN INVITATION TO TENDER

'Building Maintenance Services for Cedefop Premises'

AO/DRS/ASAIN/MaintenanceServices/006/16

REFERENCE: *Contract notice - 2016/S 104-185147 of 01/06/2016*

Dear Sir/Madam,

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

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

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

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

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

Important:

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

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

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

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

or

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

or

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

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

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

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

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

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

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

The **inner envelope**, addressed to the Procurement Service as indicated under point 2 above, must bear a self-adhesive label with the indication **“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 <i>CEDEFOP No: AO/DRS/ASAIN/MaintenanceServices/006/16</i> <i>‘Building Maintenance Services’</i> 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 section 6 of the attached Tender Specifications.

Tenderers should not disclose their financial offer in any part of their tender other than the sealed envelope C, not even disclose the total amount of their financial offer on the cover letter.

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible so that there can be no doubt as to words and figures.
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. Therefore, 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).
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 maximum two representatives. The names of the persons 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 three working days prior to the opening session. Failing that, Cedefop reserves the right to refuse access to its premises.
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:

- At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the tender documents. Any request for additional information must be made in writing by e-mail (C4T-services@cedefop.europa.eu) or by fax (fax No +30 2310 490 028).

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

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

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

Before requesting any additional information, the tenderers are kindly requested to visit the FAQ page on Cedefop website:

<http://www.cedefop.europa.eu/en/about-cedefop/faqs/procurement-procedures>.

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

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

7.3 Contacts after the opening of tenders:

- Tenderers should not contact Cedefop on their own initiative at that stage.
- If clarification on the compliance with the Eligibility and/or Selection Criteria is required or if obvious clerical errors in the tender need to be corrected Cedefop may contact tenderer/s in writing to obtain further clarification or documents on specific points of the tender or to correct obvious clerical errors.
- 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
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	12/07/2016	17h00
Last date on which clarifications are issued by Cedefop	14/07/2016	N/A
Deadline for submission of tenders (hand delivered)	22/07/2016	17h00
Deadline for submission of tenders by post / courier	22/07/2016	N/A
Validity of the tenders	21/01/2017	N/A
Tender opening session	23/08/2016	11h00
Date of entry into force of the contract	15/12/2016	

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

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

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

10. All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
11. Up to the point of signature, the contracting authority (i.e Cedefop) may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. If such decision is taken, the tenderers will be notified accordingly.
12. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon:
- signature of an Order or Specific Contract under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.
13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:
- http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

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

14. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation¹. For more information, see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm).
15. Once Cedefop has opened the tender, it becomes its property and it shall be treated confidentially.
16. You will be informed of the outcome of this procurement procedure by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail address regularly.

Yours sincerely,

Isabelle Thomas-Kollias
Acting Head of Procurement

Attached: Tender Specifications

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

OPEN INVITATION TO TENDER

AO/DRS/ASAIN/MaintenanceServices/006/16

‘Building Maintenance Services for Cedefop Premises’

Tender Specifications

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ATTACHMENT 3:	SPECIAL REQUIREMENTS FOR REPAIR/RECONSTRUCTION WORKS
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Introduction to Cedefop: Europe's agency for training policy

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

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

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

Cedefop's objective and priorities for 2012-16

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

- **Supporting modernisation of VET systems**

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

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

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

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

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

⁽²⁾ Cedefop also works with Iceland and Norway.

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

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

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

Cedefop's information

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

In addition to its web portal www.cedefop.europa.eu, 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 PROCEDURE

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

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a Technical and a Financial Proposal containing all the required information and documentation may lead to the rejection of the tender.

1.1. Description and type of the contract

- a) Title of the contract: **Building Maintenance Services for Cedefop Premises**
- b) Short description of content of this contract:
Cedefop is issuing this invitation to tender for the purpose of soliciting proposals from qualified tenderers for providing Maintenance Services for the Cedefop premises in the period 2017-2020.
- c) Type of contract: **Framework Service Contract**
- d) Framework Service Contract whereby the services will be provided following the signature of Order forms or Specific Contracts throughout its validity. The number and content of Order Forms/Specific Contracts will depend on the needs of Cedefop.

1.2. Place of delivery or performance

The tasks will be completed in Cedefop's premises, 123 Europe str., Pylea, 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 tender specifications. Cedefop will disregard any variants described in a tender, and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the tender specifications.

1.5. Value or quantity of purchase

The estimated budget for the required services described in this call for tenders is of the order of **980,000 EUR (without VAT)** over a **4** year period. Tenderers should be aware that the information on volume 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 / Specific Contracts that will be issued after the Framework Contract is signed may, in fact, not reach the a.m. estimated value for the Framework Contract. Cedefop will be contractually bound only by the amounts effectively entered in the successive signed Order Forms / Specific Contracts and the amounts agreed by exchange of e-mail/s for any urgent interventions. The total value of the framework contract will ultimately depend on the orders which Cedefop may place through Orders Forms / Specific Contracts

1.6. Duration of the contract

The contract shall enter into force on **15 December 2016**, shall have 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 of the Financial and Technical Report/s (for more details please refer to point 2.2.6 below). Each invoice must clearly correspond to the respective Order Form or specific contract or to the e-mail exchange/s in case of urgent interventions.

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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, 104 offices, the restaurant, 3 conference rooms, 5 training rooms and a library. Additionally, there are ancillary rooms, mainly located in the basement hosting electromechanical, computer and telecommunication equipment and a large archives room. Finally, there is an indoor parking area and a security booth at the entrance to the premises. The site 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 Services

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 to provide high quality Maintenance & related Services as specified in the Technical Specifications;
- To provide an operational plan 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 (local and European laws).

2.1.2.1. Location

The services to be tendered refer to all maintenance processes regarding Cedefop's buildings; civil assets and electromechanical installations as per the Technical Description defined herein. Tenderers who wish to receive Cedefop layouts should send a request via e-mail addressed to the following mailbox: c4t-services@cedefop.europa.eu. In their e-mail, tenderers should give personal data (name, given name, company name, address, telephone and e-mail address). Upon award of the contract the selected tenderer will have full access to detailed 'as built drawings' of the premises.

2.1.3. Technical Description

Please see Attachment 1: 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 civil assets and electro-mechanical systems as given in Attachment 1, 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 (after contract signature) shall develop 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 the civil assets and electro-mechanical systems, in strict compliance with the maintenance activities listed in Attachment 2, 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** annexed in Attachment 2 displaying the frequency of performance of the respective maintenance activities and duration of each activity throughout an operational year.

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 civil assets and 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 point 2.1.4.4;

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).

Consequently, upon contract signature, 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 working 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 2.1.4.4.3 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 2.1.4.4.4 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 2, 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, 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.

Preventive maintenance services include visual inspections in order to identify damages in the following facilities and systems:

- Buildings (including roofs) and civil infrastructure
- Roadways and pavements
- Fencing and gates
- Electro-mechanical systems

A visual inspection is the recording of all alterations of the civil and electromechanical assets condition compared to its initial status, as this is depicted in the as-built drawings and in the relevant as-built documentation. If during a visual inspection damage is identified that is related to jeopardising health, safety, security and proper operation of Cedefop, the contractor shall immediately inform Cedefop.

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 2.1.4.4.4 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 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 in view of prompt and/or urgent rectification on the relevant civil asset or electro-mechanical system.

Regarding civil assets, Corrective Maintenance Services shall be provided upon request pertaining to damage or wear and tear, e.g. break, crack, rust, settlement, unpainted surface, humidity, scratch, blockage, miss, peeling off, leakage, etc. of any civil asset and they include but are not limited to earth works, concrete works, reinforcement works, masonry works, plastering works, marble/granite works, insulation works, door/window works, carpentry works, aluminium works, painting works, interior partition works, false ceiling works, fencing and gating works, pavement (asphalt and concrete) works, road marking works etc.

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 Maintenance & Associated Services.

The scope includes calls generated by civil assets users concerning repair of damages that can be considered as deriving from minor wear and tear and/or normal usage of the asset.

Regarding electro-mechanical systems, 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 (07.30-20.00)
- 1 hour from receipt of the respective request, night time (20.00-07.30).

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 Maintenance & Associated Services.

(b) Other failures

In case of a call for Electro-mechanical Systems (HVAC, refrigerators etc.) and Firefighting systems Corrective Maintenance intervention, the Contractor shall attend the emergency, within:

30 minutes from receipt of the respective request, day time (07.30-20.00)

2 hours from receipt of the respective request, night time (20.00-07.30).

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 Maintenance & Associated 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.

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), labour, machinery, tools, auxiliary equipment and sub-contracted services as per sub-Clause 2.1.4.4.4 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 will be 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.

The contractor's on-site team or authorised back-up, has to be accessible at all times, 24hours a day, 7 days a week including weekends and public holidays, for cases of emergency. 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.

Only Cedefop's Representative shall raise calls to the Contractor's on-site team.

2.1.4.2.3 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 and Corrective 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 & Associated 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 the civil assets and electro-mechanical systems. The Contractor shall attend the incident and/or emergency within the specified response times as per sub-Clause 2.1.4.3.3 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 2.1.4.4.4, 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.

2.1.4.2.4 Special Maintenance and Associated Services

Special Civil Assets and 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, e.g. intervention at a civil asset or Electro-mechanical Systems out of contract scope within the Cedefop boundary, upgrade or modification alteration, extension, relocation, ad hoc supervision, special measurements, execution of small scale studies etc. (see indicatively attachment 3 – special requirements for repair works or re-constructions). Should the need arise, the contractor might be requested to provide the following additional services: Removal services, related to the relocation of offices and internal moves. These services may include assembly of furniture, moving furniture and equipment and disposal of office materials.

All Special Maintenance & Associated Services shall be performed after an Order Form/specific contract 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 Maintenance & Associated Services within the time frame given in the Order Form/specific contract, 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, at his own expense. 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 Civil assets and Electro-mechanical Systems

The Contractor shall comply with the following Maintenance Services Requirements for the entire Civil assets and Electro-mechanical Systems included in the relevant Technical Description in Attachment 1:

- Maintain all civil and electromechanical units in a way that safe and efficient operation is achieved in accordance with Cedefop's Technical Specifications, in particular Attachment 2-Maintenance Activities Schedules.
- Maintain all civil and electromechanical 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 civil and electromechanical units in a way that all applicable requirements, namely European Norms and Greek State Legislation, are met at all times.
- Maintain all civil and electromechanical 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 civil and electromechanical 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 civil and electromechanical 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 civil and electromechanical units so as not to exceed the following in point 2.1.4.3.3 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 07:30-20:00)	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	

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	UPS, OTE & Voice rooms, Computer room, Kitchen	Hiross, Emerson & Liebert air cond. 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
Fridges/Freezers	Kitchen	Fridges/Freezers	3
Elevators	Basement		3
X-ray/public announcement system	Security booth/cafeateria	X-Ray/amplifiers, recorders, access control	3
BMS, EMS, TRACER SUMMIT	Basement, ground floor	Sensors, actuators, software	2
Security systems	Cedefop premises	X-Ray/Public announcement system, CCTV, Access control	3
Audio visual systems	Immediate according to the situation	Conference and meeting rooms	3

2.1.4.4. Additional Maintenance Requirements

2.1.4.4.1 General Operational Principles

The provision of 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.

Preventive Maintenance services shall take place during working days of Cedefop, Monday to Friday, between 07:30-20:00 (as per sub-clause 2.1.4.4.2 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 Personnel Requirements

For the provision of Civil assets and 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 Service –preventive, remedial, corrective and special including entrapment incidents–related to the civil assets and 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, 244 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) mainly for the civil assets.
- (c) Above personnel shall be dedicated on site to the services under the scope.
- (d) One (1) supervisor (on-site engineer), for the 4,0-Hours, 5 days per week, 244 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:

- **On-site Engineer: Electrical Engineer or Mechanical Engineer or Mechanical-Electrical Engineer**

The on-site engineer will be working during the working hours of Cedefop, Monday to Friday, between 07:30-17:00. 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 & associated 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 and EMS 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 07:30-20:00. 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 07:30-20:00. 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, windows and doors adjustments, etc.), repair of small-scale surfaces (false ceilings minor works, surfaces made of plaster, painting, adjustment of doors and windows, adjustment of furniture, etc.). Performance of any other tasks requested by the Facilities service of Cedefop and by his supervisors.

2.1.4.4.3 **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 services, whichever quantity of stock is expended will be charged to Cedefop **with a profit margin up to a maximum of 8%, 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 & Associated 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 Civil assets and 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.

2.1.4.4.4 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.

2.1.4.4.5 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 & associated activities.
- 2) Daily diary report including spare parts, materials and consumables used.
- 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 will include the performed preventive, remedial, corrective & special maintenance & associated activities as follows:

- **Financial report** with all financial details of the preventive, remedial, corrective and special maintenance & associated 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.

All reports submitted to Cedefop will be subject to modifications as per Cedefop's request.

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.

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 not prevent at any time the free and unimpeded access of Cedefop staff and vehicles to all authorised 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 of 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 Maintenance Services. The access to the site for provision of the Services outside working hours shall strictly be forbidden without a written access request.
- 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 sub-clause 2.1.4.4.2 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 the Technical Specifications, as well as the Attachment-Maintenance activities schedule, 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 (other than on-site 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, social security coverage etc.), copies of which must be submitted to Cedefop upon request.

The selected Contractor shall ensure that he will provide back-up personnel for the key team (engineer, electricity technician and worker) who will comply with the requirements specified in point 3.2.2 per profile, in order to cover leaves and any unforeseen absences.

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 single point of contact 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. Ordering Process

For the Framework Contract the subsets of services will make the object of Order Forms or specific contracts (Preventive Maintenance, or Special and Associated Maintenance) or e-mail notifications (Remedial Maintenance or Corrective 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 and Associated Services and Remedial Maintenance Services shall be performed on a per need basis as stipulated in Section 2 – 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 Special Services, it will issue an Order Form or specific contract. 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 Special Maintenance & Associated Services, including a detailed break-down of person-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 Special Maintenance & Associated Services included in the Contractor's Technical Proposal and the Contractor's offer in respect of Special Maintenance & Associated 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 Special Maintenance & Associated 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 Special Maintenance & Associated Services, the Order Form/specific contract 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/specific contract by both sides, the Contractor will start performing Special Maintenance & Associated 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 above, Cedefop shall require the Contractor to perform Remedial or Corrective Maintenance Services by means of e-mail notification. On receipt, the Contractor shall confirm his acceptance of the request and shall perform Remedial or Corrective 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.

2.2.6. 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 2.1.4.4.5) and at the conditions set out in the draft contract.

- Preventive and Corrective 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, during the first five days of each month the Contractor shall issue and submit invoices to Cedefop for the above amount, accompanied by the supporting evidence (invoices of materials purchased).

- Special **Maintenance** & Associated 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 the Technical Specifications.

Invoices regarding Preventive Corrective, Remedial and Special Maintenance & Associated Services 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. The actual invoices will be issued after Cedefop's approval.

2.2.7. 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 towards Cedefop's staff (including collaborators and visitors) and property insurance against all risk for Cedefop's movable and immovable property at a minimum amount of one million EUR (1.000.000).

2.2.8. 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.

2.2.9. Environment

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

2.2.10. 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.

2.2.11. 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 $\pm$ 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

2.2.12. 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.

Security Clearance

The successful tenderer shall present to the Centre, after contract signature, official documents stating the absence of criminal records for each of his staff employed by him at the premises of the Centre as well as a valid residence permit for non-Greeks. In case of personnel replacement, the tenderer is obliged to provide security clearance documents for the new personnel assigned.

Confidentiality

Prior to contract signature, the selected contractor and his on-site staff assigned to Cedefop must sign a declaration on confidentiality that will be provided by Cedefop (see annex III of the draft framework contract at Annex B).

Social Security Contributions and Compliance with Labour Law

The contractor has the obligation

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

b) to fulfil obligations relating to the payment of social security contributions of their personnel assigned to Cedefop in accordance with the legal provisions of the country in which they are established or those of Greece.

In case of non-fulfilment of these legal requirements, the Contracting Authority will consider relevant measures, as set out in the Framework Service Contract, such as the termination of the contract.

Cedefop reserves the right to check any documentation describing the above mentioned requirement throughout the whole duration of the contract.

3. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

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

3.1. Exclusion Criteria

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

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

3.2. Selection criteria

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

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

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

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

3.2.1. Economic and Financial capacity

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

Requirement:

- The average annual turnover of the tenderer for the last three (3) financial years concerning the type of services covered in this call for tenders (maintenance of electromechanical systems and maintenance of civil assets) should be at least **500,000 €**.

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

- Signed Statement (Please fill-in and sign your Statement in **Questionnaire 2 of Annex G**) of the tenderer's turnover for the last three (3) financial years in the field of maintenance of electromechanical systems and maintenance of civil assets.

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

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

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

3.2.2. Technical and professional capacity

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

Requirements for Technical and professional capacity:

- Be enrolled in the relevant professional register;
- Have adequate structure and resources (trained and certified technical staff) to perform the services described in the Technical Specifications;
- Have performed at least 3 contracts performed in the past three **(3)** years (to have been concluded by the deadline of submission of offers) similar to the scope, size and nature of the services (i.e in the field of maintenance services of electromechanical systems and civil assets) provided as those required in this call for tenders. The required TOTAL value of these at least three (3) contracts should be at minimum **1,000,000 Euro**.
- Have in place and operate under a Quality Management System;
- Have in place and operate under an Environmental Management System;
- 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. On-site Engineer

- University degree, in Electrical or Mechanical Engineering
- Be enrolled in the relevant professional register
- Minimum **10-year experience** as an engineer, after enrolment in the relevant professional register, in similar projects
- Minimum **3-year experience** in operating BMS systems
- Very good communication skills (spoken and written) in English (level B2 as determined in "Language levels of the Common European Framework of Reference CEF³ or equivalent)

³ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

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 after enrolment in the relevant professional register, in similar projects as described in point 2.4.4.3 - Electricity Technician

3. Worker -Technician's assistant

- Minimum **5-year** experience in similar projects as described in point 2.4.4.3 - Worker-Technician's assistant

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 (**please fill-in Questionnaire 4 of Annex G**) to prove the ability, technical know-how, experience and expertise needed for the provision of the required services under this call for tenders;
- List of at least **3** contracts performed in the past **three (3)** years similar to the scope, size and nature (maintenance services of electromechanical systems and civil assets) as those required in this call for tenders and with a combined total amount of min. **1,000,000** EUR, describing the contracting authorities, the subjects, the amounts, the dates, the percentage and the specific tasks performed by the tenderer (**please fill-in Questionnaire 3 of Annex G**);
- Relevant valid certification of the quality management system of the tenderer (ISO 9001:2000 or equivalent) (**please fill-in Questionnaire 6 of Annex G**);
- Relevant valid certification of an environmental management system of the tenderer (EMAS, ISO 14001, ISO 50001 or equivalent); (**please fill-in Questionnaire 6 of Annex G**);
- 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). (**please fill-in Questionnaire 5 of Annex G**);
- The CVs must clearly demonstrate:
 - for the on-site 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);
 - for the Worker – Technician's Assistant - experience;

- Copy of an official Document (for the on-site 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) or equivalent, for the on-site 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 (see also 5th bullet of point 4.1. below). To identify himself (and any other participating entities, if applicable), the tenderer must complete **Questionnaire 1 in Annex G**. In the same Questionnaire each tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC which can found in the following link: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>.

Tenderers are also requested to complete a **Legal Entity Form** found in **Annex D**, accompanied by all documents and information indicated in the form.

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

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

4. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

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

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

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

4.1. Joint Offers/ Groupings (Consortia)

- Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.
- Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.
- If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.
- A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.
- Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).
- Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.
- The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex I) authorising this company or person to submit a tender on behalf of the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

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

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

4.2. Subcontracting/Subcontractors

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

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

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

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

Only in cases when:

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

the tenderer should submit with the offer:

1. the **"Declaration on honour on exclusion criteria and selection criteria"** (Annex C) filled-in and signed by the respective Subcontractor;
2. the documents related to the economic/financial and technical/professional capacity of the Subcontractor as described in points 3.2.1 and 3.2.2 necessary for evaluating of the combined capacity (as a whole) of the tenderer together with his subcontractor(s).;
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 alone or with the subcontractor(s) altogether fulfil the criteria.

5. AWARD OF THE CONTRACT

The evaluation of the exclusion, selection and award phase will be done in **NO** particular order. If the tenderer or the tender does not pass a phase, it will not be evaluated under the other remaining phases.

The contract shall be awarded to the tenderer submitting the best price-quality ratio method 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:

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

Whereby:

TQV = Total Quality Value of the tender (as per points 5.1 and 5.2);

TFO = Total Financial Offer of the tender (as per points 5.3 and 5.4);

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 of the 2 award (evaluation) criteria and in total a minimum of **65** out of 100 points (TQV) in the technical evaluation – see below).

5.1. Technical evaluation

The assessment 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 for the technical evaluation will be applied to this tender procedure:

Award criteria	Maximum number of points
1) ORGANISATION AND METHODOLOGY	70
1.1 Scenario: Preventive Maintenance tasks (assignment)	30
1.2 Scenario: Special Maintenance and Associated service request/order form (assignment)	30
1.3 Practicality of maintenance management system software; Straightforwardness and simplicity of the manner in which information could be extracted	10
2) QUALITY ASSURANCE AND RISK ASSESSMENT	30
2.1. Quality concept	20
2.2. Organisational Scheme	5
2.3. Communication with Cedefop and reporting lines	5
Overall total score (Total Quality Value -TQV)	100

In order to guarantee a minimum threshold of quality, offers that

- do not reach a minimum of 50% of the possible score for each award (evaluation) criterion, and
- obtain an overall total score (Total Quality value) of less than the total **65** (of a maximum of 100) points against the award (technical) criteria,

will not be considered acceptable and will be eliminated from further evaluation. Only the technically compliant (acceptable) tenders as per the above will be subject to Financial (Price) Evaluation (5.3).

5.2. Technical proposal

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 goods or services proposed for performance of the contract.

Tenderers are requested to organise the technical offer in headings i.e. per award criterion to facilitate the subsequent evaluation of tenders against the technical award criteria.

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) Organisation and Methodology: (70 points)

For award criterion 1.1 (30 points)

- Provide full details on how you intend to run the below described hypothetical project from start to finish, giving sufficient information to demonstrate your understanding of the requirements included in the invitation to tender and your capability to achieve the services requested:

In the basement of the Cedefop building the below tasks need to be executed:

"Annual preventive maintenance of a) the main voltage substation, b) electricity generator and c) UPS system as described in points 2.2.3.2, 2.2.3.4 and 2.2.3.5 of Attachment 1.

Items which need to be included in the description include the following:

- a detailed Check List per activity, and respective Method Statements (max 15 points);
- time indication for project completion (5 points);
- a list of staff to be employed in this project, equipment and tools that will be used, indication of the chargeable hours required (max 5 points);
- any risks foreseen during the implementation of the project (max 5 points).

For award criterion 1.2 (30 points)

- Provide full details on how you intend to run the below described hypothetical project from start to finish, giving sufficient information to demonstrate your understanding of the requirements included in the invitation to tender and your capability to achieve the services requested:

On the 2nd floor of the Cedefop building the below task needs to be executed (an office plan for this is included in ATTACHMENT 4):

"From the big office 2.04 it has become necessary to create 2 separate offices".

Items which need to be included in the description include the following:

- an outline of the different stages of the project implementation (max 15 points);
- time indication for project completion (5 points);

- a list of staff to be employed in this project, equipment and tools that will be used, indication of the chargeable hours required (max 5 points);
- any risks foreseen during the implementation of the project (max 5 points).

For award criterion 1.3 (10 points):

➤ **The Maintenance Management System software:**

- 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 and Risk Assessment: (30 points)

For award criterion 2.1 (20 points):

➤ **The Quality Concept** that:

- Incorporates the maintenance self-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 2.1.4.4.5 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 emergency call-out services (response time, parts availability, existing contracts with sub-contractors);

For award criterion 2.2 (5 points):

➤ **The Organisational scheme** of the project running team:

- Including detailed chart, explicit roles and responsibilities per position, back up replacements 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 2.1.4.4.2;

For award criterion 2.3 (5 points):

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

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.

The tender(s) who have got more than 65 points in total against the Award Criteria for quality and a minimum of 50% of the possible score for the 2 award criteria, will be considered technically acceptable and will be subject to Financial (Price) Evaluation (5.3).

5.3. Financial evaluation

Only tenders scoring in total **65 points or more** (of a maximum of 100 points) against the technical award criteria and **50% or more** of the possible maximum score for each award criterion will have their financial proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered (**Total Financial Offer TFO**) in the Price schedule table (see point 5.4 & Annex H).

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

Financial score = (cheapest Financial Proposal / Financial Proposal of the tender considered)* Y.
Where Y=price weighting (see the complete formula under point 5 above)

Information concerning price

- The prices quoted must be fixed and not revisable for the 1st year of the contract. From the 2nd year onwards Articles I.5.2 and II.20 of the Contract shall apply (see draft contract at 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.
[For contractors based in Greece, invoices will include VAT which is paid by Cedefop and later reimbursed by the State]
[For contractors established in other countries exemption is direct (invoices are submitted without VAT), subject to fulfilling as necessary the requirements of Article 151 of Council Directive 2006/112/EC]
[In Belgium, use of this contract constitutes a request for VAT exemption No. 450, VAT exemption article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)"]

5.3.1. Evaluation of abnormally low prices

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

A price will be considered abnormally low if the financial offer of any tenderer is lower with more than the acceptable margin of deviation from the average price of the other technically acceptable offers (please note that definition of which offers are technically acceptable/ compliant is given in points **5.1** and **5.3** 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 presumably 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 **30%**.

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

- a) apply the acceptable margin of deviation from the average price of the other 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; if not, or if inadequate, send relevant request for explanation(s) to the tenderer concerned;
- c) decide on the acceptability of the offer on the basis of the notes in the tender and/or the clarification reply received.

5.4. Financial Proposal / Financial Scenario

Tenderers should not disclose their financial offer in any part of their tender (technical proposal, cover letter) other than the sealed envelope C.

The Financial Proposal should indicate the total price in order to carry out all the activities indicated in the Technical specifications. The tenderers must fill-in the tables in **Annex H as follows:**

- a) In table 1.1 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 2 (6 separate excel sheets) and the hours of work as defined in 2.1.4.4.2;
- b) In table 1.2 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 1.3 of the Financial proposal (Annex H), the tenderers must specify the profit margin for spare parts which should be less than or equal to 8% (handling cost);
- d) In table 1.4 of the Financial proposal (Annex H), the tenderers must give the Man-hour rates per specialty and per shift;
- e) In table 1.5 of the Financial proposal (Annex H), the tenderers must declare the Machinery rates per hour (including operator);
- f) Table 1.6 of the Financial proposal (Annex H), should not be modified;
- g) When tables 1.1, 1.2, 1.3, 1.4 and 1.5 have been filled in, then the tenderers should transfer the totals to Table 1.7.

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

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

6. INFORMATION ON PRESENTATION AND CONTENT OF TENDER

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

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

6.1. Envelope A - Supporting documents

One original and one copy of:

- cover letter, signed by the person/s (name and position) that is/are authorised to sign the contract in case of contract award
- the “**Declaration on honour on exclusion criteria and selection criteria**” requested in point 3.1 and standard template found in Annex C;
- the selection criteria documents as requested in points 3.2, 4.1, 4.2
- Questionnaires 1 – 6 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 and three copies of:

- the Technical Proposal providing all information requested in point 5.2, including information relevant to subcontracting, if any, as requested in point 4.2.

6.3. Envelope C – Financial proposal

One original signed version, three copies of:

- the Financial Proposal (Annex H) containing all information requested in point 5.4.

ANNEX A

Contract Notice

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

ANNEX B

Draft Contract

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

ANNEX C

Declaration on honour on exclusion criteria and selection criteria

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

ANNEX D

Legal Entity Form

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

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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.

PLEASE NOTE:

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

ANNEX F

Check list of mandatory documents

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

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

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please explain the reason
		Yes	No	
<u>Envelope 'A' must contain</u>				
one original and one copy of:	6.1	☐	☐	
- Cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award (name and position of the individual(s))	Art. 4 of Invitation to tender; 6.1	☐	☐	
- Exclusion & Selection Criteria Declaration (including those of consortium members and subcontractors, if applicable)	3.1, 6.1 & Annex C	☐	☐	
- selection criteria documents (if applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2, 6.1	☐	☐	
- Questionnaires 1-6 (Annex G)	3.2, 4.1; 6.1 & Annex G	☐	☐	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, 6.1 & Annex I (model 1 or 2)	☐	☐	
- Letter of intent of subcontractor (if applicable)	4.2, 6.1 & Annex J	☐	☐	
- Legal Entity Form	3.3, 6.1 & Annex D	☐	☐	
- Financial Identification Form	6.1 & Annex E	☐	☐	
- this Checklist	6.1 & Annex F	☐	☐	
<u>Envelope 'B' must contain</u>				
one original and three copies of:	6.2	☐	☐	
- the technical proposal	2, 5.1, 5.2, 6.2	☐	☐	
<u>Envelope 'C' must contain</u>				
one original and three copies of:	6.3	☐	☐	
- the Financial Proposal	5.4, 6.3 & Annex H	☐	☐	

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 3.

ANNEX G

Questionnaires 1 - 6

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

ANNEX H

Financial Proposal

(Given as a separate Excel file)

ANNEX I

Models of power of attorney

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

ANNEX J

Model of Letter of Intent for Subcontractor/s

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

ANNEXES to the technical specifications:

ATTACHMENT 1 ASSETS LIST AND HISTORY

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

ATTACHMENT 2:

MAINTENANCE ACTIVITIES SCHEDULE

(Given as a separate Excel file)

ATTACHMENT 3

SPECIAL REQUIREMENTS FOR REPAIR/RECONSTRUCTION WORKS

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

ATTACHMENT 4: OFFICE 2.04

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