



Schola Europaea
European School of Mol

TENDER SPECIFICATIONS

NEGOTIATE PROCEDURE OF MIDDLE VALUE

TENDER N° 2026_14

SUPPLY AND MAINTENANCE OF FIRE EXTINGUISHERS

Award method: **Lowest price**

Type of contract: **Framework contract.**

Contracting authority: **European school of Mol.**

Estimated Value: **140.000,00€**

Administrative and Technical Specifications

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Legal basis: what are the rules?

This tender is governed by the provisions of:

- [the Financial regulation of the European Schools](#) and
- [Regulation \(EU, Euratom\) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)¹.
- Collaterally, by European Union law, -
- and, even more collaterally, by the Belgian law, where the contracting authority is established.

1.2. Subject: what is this procurement about?

The subject of this contract is the **supplies and maintenance of equipment to fight fire and the organisation of fire safety**.

The framework contract concerns the supply, installation where required, inspection, preventive and corrective maintenance, recharging, replacement of components, technical reporting and management of portable fire extinguishers and related first-intervention fire-fighting equipment at the premises of the European School Mol.

The technical clauses and the financial statement specify the characteristics of the products and services.

An optional site visit is planned to gain an overview of the site and the work:

- Date and time: Tuesday 20 or Thursday 22 of October 2026.
- Address: European School of Mol – Europawijk, 100- Mol

Please present yourself with proof of identity to the caretaker's lodge and inform them that you have an appointment with Mr. Roberto Teruel and Mr. Jeroen Jannis.

Furthermore, no questions may be asked during the visit. Questions should be sent by email to mol-procurement@eursc.eu.

1.3. Lots: is this procurement divided into lots?

This procurement is not divided into lots.

1.4. Description: what do we want to buy through this procurement (minimal technical specifications)?

The services/supplies that are the subject of this call for tender, including any minimum requirements, are described in detail below.

¹ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast), amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

1.5. Background and objectives

This call for tender is launched and managed by the European School of Mol, referred to as the *contracting authority* for the purposes of this invitation to tender, for the supply and maintenance of fire extinguishers.

The European School of Mol is composed of 8 buildings, with around 800 pupils and 175 staff and teachers.

1.6. Technical description

1.6.1. Technical description of the equipment

The quantities indicated in the list in Annex 4 (Financial offer) are provisional and do not commit the administration. No compensation may be paid for quantities greater or less than or equal to zero. The tenderer undertakes to ensure the supply and quality of the products. Any tender which does not comply with the requirements below will be rejected.

Types of fire extinguishers: Fire extinguishers must comply with the following technical specifications:

- **6-litre water-based extinguishers with additive for fire classes A and B, with a minimum performance of 34A and 233B** and having passed the dielectric test at least up to 1000 V. They must have the following qualities: non-toxic, non-polluting, “fluorine-free” foams that do not contain added PFAS, such PFOA or PFOS, etc... and can be used on people.

For water + additive extinguishers that must be placed outdoors, they must necessarily be resistant to a temperature of -20°.

- **Fire extinguishers of 6 kg powder for fire classes A, B and C, with a minimum performance of 34A and 233B** and having passed the dielectric test at least up to 1000 V. They must have the following qualities: non-toxic, non-polluting and can be used on people.
- **5 kg CO2 extinguishers for fire classes B and C + E, with a minimum performance of 89B** fitted with a tromblon and capable of extinguishing fires of electrical origin.

Guarantee: Minimum warranty of **10 years**, with annual maintenance for all fire extinguishers.

For each of the products, the tenderer must submit a detailed technical sheet enabling the European School to verify that all the technical specifications requested concerning the supplies are complied with in the products proposed (Annex 3 – Technical tender).

Certifications: Fire extinguishers must comply with European standards EN-2 (classes of fire) and EN-3 (portable fire extinguishers). Compliance with the standards must be certified by a guaranteed mark or an equivalent label or approval (e.g.: BENOR/ANPI for Belgium). The inspection and maintenance of portable fire extinguishers shall comply with NBN S 21-050 or equivalent.

Regulations: Fire extinguisher refills must comply with the new regulations set out in [Commission Regulation \(EU\) 2025/1988 of 2 October 2025 amending Annex XVII to Regulation \(EC\) No 1907/2006 of the European Parliament and of the Council as regards per- and polyfluoroalkyl substances in firefighting foams](#).

Supplies: Given that the quality of the fire extinguishers is inherently deteriorating over time, it is imperative that the fire extinguishers to be supplied under this contract are of irreproachable quality and perform best, technically speaking, at the time of ordering.

When ordering, the contractor must supply fire extinguishers manufactured as recently as possible. The handles and fasteners essential for the operation and suspension of the fire extinguisher must be simple, robust, and rational.

Fire extinguisher markings: The inscriptions on the fire extinguisher summarise the following information:

- the name of the manufacturer,
- the type of extinguisher,
- instructions for use,
- its technical characteristics,
- the date of manufacture is indelibly marked on the body of the appliance,
- the manufacturer's label indicating the year of manufacture, and its certifications.

Listing-reports and labels:

WARNING, IMPORTANT!

In order to be able to check maintenance and recognise the fire extinguisher, a system of labels must be provided for by the contractor as soon as the contract enters into force. A label must be affixed to each fire extinguisher and reel.

The label shall include: the building, the number of the extinguisher/reelers, the floor.

During the annual maintenance, the contractor's attendant must list the fire extinguishers maintained and this must be submitted at the same time as the invoice. In the absence of this listing, the invoice will not be admissible.

Signage: Near the fire extinguisher, the contractor shall place regulatory signs. If the fire extinguisher is placed in a box of an armed fire valve (AFV), the pictogram shall be placed on the door on the aisle side below the 'AFV' pictogram. In addition, for these extinguishers placed in closed boxes, a directional pictogram must be placed at the ceiling, either suspended or flagged, perpendicular to the corridor. In other cases, the pictogram will be attached to the wall by gluing.

Number of fire extinguishers – Installation: The number of fire extinguishers and their installation will be determined by the prevention officer for each site and building of the school.

The European School currently owns the fire extinguisher equipment. Therefore, the new contractor must adapt to the existing cylinder types.

Only if a new purchase is necessary may a different type be included, always subject to the prior agreement of the European School's contracting authority.

Attachments: The contractor is responsible for placing the fire extinguishers, after discussion with the school's prevention officer. In all cases, the fire extinguishers shall be protected from possible mechanical stresses.

If the attachment of a fire extinguisher should fall off the wall, it will be replaced by a new one and properly fixed by the contractor at no extra cost.

Annual Maintenance it will be carried out once a year, in accordance with a schedule drawn up by the contractor and subject to the prior agreement of the School's prevention officer. The maintenance of fire extinguishers shall comply with standard S21-050 or equivalent.

The list of buildings, including the number of fire extinguishers in each building, will be sent to the contractor at the beginning of the contract. It will be able subject to change during the contract.

1.6.2. **Description of services**

Visits may be planned, at the School's request, by a delegate or demonstrator as required (demonstrations, take-back of equipment, etc.).

Delivery: Products and equipment must be new, delivered in good working order and ready for use; their delivery will entitle to a free replacement or repair guarantee for any manufacturing defect within 15 days. Deliveries must be made to each of the School's sites at the address indicated on the order form. Delivery must be included in the price provided in the financial offer.

Resumption of old equipment: The return of the old equipment **must be included in the tender. When a new product needs to be installed, to replace an old product**, dismantling and taking back from the supplier of the old product must be included in the price of the new product.

Annual maintenance: A visit to each site must be made each year in order to carry out a security check on all the equipment available at each site. This maintenance includes the following activities:

A. Maintenance of the extinguishers, to be done for each of the extinguishers present on site and complying with standard S21-050 or equivalent.

- Powders 6kg (ABC) – **7 fire extinguishers**
- Foam 6L – **138 fire extinguishers**
- Turex CO2/5L – **33 fire extinguishers**

This maintenance includes the following activities:

- The travel costs of the technician.
- Cleaning the appliance
- Disassembly of the appliance
- Device verification
- Reassembly of the appliance
- The sealing of the apparatus
- The appliance maintenance label
- The presence of the pictogram. If absent, provide for it.
- Submission of a certificate of verification for the appliance

- A complete checklist of the fire extinguishers checked must be sent with their technical characteristics and serviceability.
- Issue a comprehensive report notifying maintenance, including any identified failures in extinguishing equipment.

B. Maintenance of the reels to be made for each of the reels present on the site.

- **40 reels**

This maintenance includes the following activities:

- The travel costs of the technician.
- Cleaning the appliance
- Full verification of the device
- The appliance maintenance label
- The presence of the pictogram. If absent, provide for it
- Submission of a certificate of verification for the appliance
- Pressure 12 bar every 5 years
- A complete list of the reels checked must be sent with their technical characteristics and serviceability.
- Issue a comprehensive report notifying maintenance, including any identified failures in extinguishing equipment.
- Issue a comprehensive report notifying maintenance, including any identified failures in extinguishing equipment.

C. Maintenance of the Hydrants

- **9 fire hydrants and**
- **2 underground hydrants**

This maintenance includes the following activities:

- The travel costs of the technician
- Cleaning the hydrant
- Check DSP fittings, plugs and ventilation valve.
- Check that the base plate seal does not leak during hydrant operation.
- Lubrication of DSP couplings present
- Fire hydrant commissioning and rinsing
- A complete list of the hydrants checked must be sent with their technical characteristics and serviceability.
- Issue a complete report notifying maintenance, including any deficiencies in extinguishing equipment found.

E. Annual revision of the Evacuation Plans, and Signals.

The evacuation plans must be revised every year.

During this annual review, the status of the evacuation plans will be analysed, and if necessary, the plans will be revised or adapted for improvement, according to the regulations.

Likewise, if necessary, evacuation signage and the location of firefighting equipment must be modified, replaced, or adapted in accordance with the applicable regulations at the time.

1.6.3. Maintenance records and handover

The Contractor shall establish and maintain, throughout the duration of the framework contract, a complete electronic and/or paper-based maintenance record for each item of fire-fighting equipment.

The record shall contain, at a minimum:

- The unique identification number, type, manufacturer, model, serial number and location of the equipment;
- The date of installation, commissioning, replacement, recharging and any relevant technical intervention;
- The dates, scope and outcome of inspections, annual maintenance, extended maintenance, recharging, repairs and replacements;
- Details of all parts, extinguishing agents and consumables used;
- The name and qualification of the competent person who carried out each intervention;
- Copies of maintenance labels, inspection reports, certificates and any non-conformity reports;
- Recommendations concerning future maintenance, repair, replacement or compliance actions.

All records shall be updated without delay after each intervention and made available to the Contracting Authority upon request. At the end of the framework contract, or upon earlier termination, the Contractor shall transfer the complete and up-to-date records, in an open and reusable electronic format, to the Contracting Authority at no additional cost.

1.6.4. Standards regulations

The equipment used must comply with the other applicable standards in force:

Security: The materials and maintenance must correspond to the standards in force as defined by the legislator.

Compliance with standards: The supplier must ensure that the materials offered do not require the use of child labour under conditions contrary to recognised international conventions, the supply must be awarded a social production quality label or meet equivalent conditions.

The Contractor undertakes, throughout the performance of the contract, to produce a regular quality of supplies.

1.6.5. Ordering procedure

All orders for supplies must be the subject of one or more purchase orders.

Orders shall be placed as and when required by the contracting authority by means of an order form sent to the contractor, in particular by email. Order forms may be issued until the last day of the contract.

In the event of exhausted supplies requested on the order form, the contractor must notify the contracting authority as soon as possible, in particular by telephone or email; and to provide an equivalent product. The supplier monitors orders by indicating the reason for non-supply for each item ordered; ensuring the return and/or exchange of items in the event of delivery errors or deteriorated items; By ensuring the management and follow-up of items awaiting delivery.

1.6.6. Execution deadlines

The time limits for performance will be specified on each order form in compliance with the maximum time limits to which the candidate has committed in his tender.

The supplier must acknowledge receipt of each order by email upon receipt.

Failing that, only the date on which the order is dispatched by the contracting authority will prevail for any dispute concerning compliance with the delivery deadlines.

1.6.7. Terms of delivery, and Incoterms.

Delivery must be included in the price of the items provided in the financial tender: **there will be no additional delivery costs when ordering the items.**

It is up to the supplier to provide sufficient staff and equipment to ensure deliveries.

The packaging will be taken back by the service provider at the end of the delivery. The packaging of the supplies covered by this contract must be kept to a minimum and sufficient in volume and/or weight to ensure full protection of the supplies, while minimising the impact of the packaging on the environment. The contractor may be asked to group supplies by site to facilitate distribution and control in the school.

Supplies shall be delivered free of charge to port. The supplier is responsible for the mode of transport of his products as well as the related risks. In addition, packaging, packaging, loading and stowage operations are the responsibility of the supplier.

A delivery note must be signed by the representative of the contracting authority responsible for receiving the goods for each delivery.

The supplier undertakes to deliver and assign the items ordered to the delivery points, on the days and at the times indicated on each order form. Deliveries will be made both on the floor and on the ground floor. The contractor must confirm the delivery date 48 hours in advance.

The supplier shall be liable for any damage to the School's assets caused by a delivery and for any direct or indirect consequences of a non-compliant delivery.

1.6.8. Procedures for acceptance of supplies.

Quantitative and qualitative verification operations will be carried out within **ten (10) working days**. After this period, the supplies shall be deemed to have been accepted. If the supplies do not match in quality, the various options are necessary.

Rejection: If the supplies do not comply, the contracting authority may reject them by registered letter with acknowledgement of receipt.

Postponement: The contracting authority may propose in writing to the contractor that adjustments be made within **five (5) working days**.

Referral: The contracting authority may make the reduction, i.e. a reduction in the price according to the extent of the imperfections found by reasoned decision notified to the contractor, which is invited to submit its observations within **fifteen (15) days**.

1.6.9. Modification of supplies

The supplier may, during performance of the contract, make such changes to the supplies as are necessary in imperative circumstances, such as, for example, a change in technical standards or in laws or regulations affecting the conditions of performance of the contract, without, however, altering the essential characteristics of the supplies covered by this contract.

If these changes have consequences which make it impossible or more difficult to comply with certain provisions of the contract, in particular as regards prices, the contractor shall provide the contracting authority with appropriate justifications.

1.7. Variants: Are variants allowed?

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

1.8. Options: Are additional optional services requested?

No option is requested. The *Contracting authority* will disregard any option proposed in a tender.

1.9. Place of performance: where will the contract be performed?

The services and supplies will be delivered at the European School of Mol (Europawijk, 100.- 2400 Mol (België))

1.10. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a framework contract.

A framework contract establishes a mechanism for future repetitive purchases by the Contracting authority to be awarded in the form of specific contracts. The signature of a framework contract does not impose an obligation on the Contracting authority to conclude specific contracts with a framework contractor.

The framework contract will be concluded with one contractor. Specific contracts shall be awarded on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the Draft contract.

Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the Contracting authority and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

By submitting a tender, the tenderer also accepts all the terms and conditions set out in the draft contract annexed to these specifications. The successful tenderer of the contract may no longer request an adaptation of any clause whatsoever.

1.11. Volume and value of the contract: how much do we plan to buy?

The estimated total amount of all purchases under this contract is **ONE HUNDRED AND FORTY THOUSAND EUROS (140.000,00€)**, over the whole duration of the framework contract.

These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the Contracting authority will order through purchase orders. In any case the framework contract ceiling, i.e. the maximum amount to be spent under the framework contract, shall not be exceeded.

The contract shall automatically terminate if this maximum amount is reached, without notice or compensation, unless an addendum has been previously signed by both parties.

1.12. Duration of the contract: how long do we plan to use the contract?

The contract or purchase order resulting from the award of this procurement will be concluded for **12 months**, tacitly renewable 5 times for successive periods of 12 months, i.e. **72 months (6 years) maximum**, unless one of the parties receives formal notification to the contrary at least three months before the end of the current duration.

1.12.1. Justification of extension in more than 4 years²:

This duration is exceptionally justified by the technical nature, safety-critical purpose and regulatory maintenance cycle of the equipment covered by the contract.

Under the Belgian framework³ for fire prevention at workplaces, the authority contracting must maintain an up-to-date fire-prevention file, including a list and location of the available fire-protection equipment, as well as the dates and findings of inspections and maintenance operations carried out on such equipment. Fire-protection equipment must be maintained and used in accordance with documented procedures.

² The duration of a contract may not exceed 48 months except in duly justified exceptional cases (Article 1.1 of Annex 1 to Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (Financial Regulation).

If the duration of the contract exceeds 48 months, the file must contain a precise and factual statement of reasons which justifies, in particular with regard to the subject-matter of the contract, how this execution period is appropriate (investment in time and human resources, life of the product, duration/cost/investment necessary for the implementation of the contract,...) — see procurement network of 21.06.2022

³ [Codex over het welzijn op het werk Boek III.- Arbeidsplaatsen](#)

Maintenance of portable fire extinguishers in Belgium must be carried out by competent persons in accordance with the principles set out in [Belgian standard NBN S 21-050 — Inspection and maintenance of portable fire extinguishers](#). This includes regular inspections, annual professional maintenance and, depending on the type, condition and manufacturer's instructions applicable to each extinguisher, more extensive maintenance operations, recharging, replacement of extinguishing agents or components, and other technical interventions over the service life of the equipment.

For certain categories of equipment, in particular water- and foam-based extinguishers, extended maintenance and/or replacement of the extinguishing agent may be required at intervals of approximately five years. Other equipment may be subject to separate periodic inspection, recharging or pressure-vessel control requirements. A six-year duration is therefore necessary to ensure that the framework contract covers the first complete operational and maintenance cycle following installation, replacement or recharging of the relevant equipment.

A duration limited to four years would not normally cover this cycle in full. It could require the School to launch a new procurement procedure shortly before, or during, safety-critical maintenance operations, thereby increasing the risk of incomplete technical records, discontinuity in maintenance planning, duplication of initial inspections, inconsistent asset data and avoidable disruption to fire-safety compliance.

The six-year duration is limited to what is objectively necessary to ensure:

- Continuous compliance with applicable Belgian fire-prevention requirements, NBN S 21-050 and manufacturers' instructions;
- Full traceability of each item of equipment, including its location, identification number, date of installation, maintenance history, recharging operations, replacement of parts or extinguishing agents, inspections and associated reports;
- Timely planning and execution of annual and more extensive periodic maintenance operations;
- Clear allocation of responsibility for the accuracy, updating and handover of maintenance records;
- Continuity of service for safety-critical equipment located in educational premises used by pupils, staff, visitors and external contractors;
- Efficient use of resources by avoiding unnecessary duplication of asset surveys, technical verification and transition activities during a maintenance cycle.

The duration of six years does not confer any exclusive right on the contractor beyond the scope and duration of this framework contract. The contractor shall maintain complete, accurate and transferable technical records for all equipment covered by the contract. Such records shall remain available to the Contracting Authority at all times and shall be handed over in a complete and usable format upon expiry or termination of the framework contract.

The duration of the framework contract, its maximum estimated value and the full scope of the services to be provided over the six-year period have been taken into account in the procurement documents and in the calculation of the estimated contract value. The duration is therefore transparent to all economic operators from the outset and is designed to preserve equal treatment, effective competition and sound financial management.

2. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement.

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the Contracting authority during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria the Contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

2.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model annexed. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority⁴.

Please note that a request for evidence in no way implies that the tenderer has been successful.

2.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical, and professional capacity to perform the contract.

The selection criteria for this procurement, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

⁴ The obligation to provide the supporting evidence will be waived in the following situations:

- if such evidence can be accessed by the Contracting Authority on a national database free of charge, in which case the economic operator shall provide the Contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.
- if there is a material impossibility to provide such evidence.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tender. The model Declaration on Honour annexed shall be used. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later at any time during the procurement procedure⁵.

Please note that a request for evidence in no way implies that the tenderer has been successful.

2.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the supplies and services subject to this procurement.

The legal and regulatory capacity shall be proven by the evidence or Proof of authorisation that the tenderer is authorised to perform this contract in Belgium.

2.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Average yearly turnover of the last two financial years above 30.000,00€.
Evidence	Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

The evidence of economic and financial capacity must be provided with the tender but may be requested by the Contracting authority at any time during the procedure. **Please note that a request for evidence in no way implies that the tenderer has been successful.**

⁵ The obligation to provide the supporting evidence will be waived in the following situations if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

2.2.3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
The tenderer must prove experience in the field of maintenance of fire extinguishers.	
Minimum level of capacity	At least 3 similar (in scope and complexity) projects completed in the last 3 years preceding the tender submission deadline, with a minimum value for each of them 5.000€
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the Contracting authority may request statements issued by the clients and take contact with them.

All of the above specified evidence of technical and professional capacity must be provided with the tender.

Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the Contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour.

2.3. Compliance with the minimum requirements of the Tender specifications

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any, limitations, conditions, or reservations on the part of a tenderer and not be the subject of any negotiation initiated by the contracting authority.

Tenders that are not compliant with the applicable minimum requirements shall be rejected due to irregularity.

2.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

CRITERIA	WEIGHT and number of points	EVALUATION SYSTEM
Cr.1: Fix prices for Annual inspection/ maintenances of fire extinguisher.	65,00%	Through the automatic application of mathematical formulas.
Cr.2: Fix prices for Annual inspection/ maintenance of hydrant, axial wall reel, etc.	25,00%	
Cr3. Annual Revision and adaptation of the evacuation plans (all floors) and adaptation /modification of signals.	6,50%	
Cr4. Price per refill one extinguisher: Powders 6kg (ABC) (free PFA): 0.50 points Foam 6L (free PFA): 2.25 points Turex CO2/5L (free PFA): 0.75 points	3,50%	

Cr. 1,2,3 and 4	PRICES	Weight
A fixed price will be offered for prices. Scores are awarded based on the following arithmetic formula:		100,00%
$\text{Score} = \text{number of points} \times \left(\frac{\text{Best Offer}}{\text{Offer considered}} \right)$		
The Best Offer will be the cheapest.		
Prices should be inclusive of all costs in house (materials, transportation, administration, labour costs, etc.)		

2.5. Abnormally low tenders

If the price proposed in the tender appears to be abnormally low (Greater than 25% of the arithmetic average of all the offers received and accepted), the Contracting authority may reject the tender under the conditions set out in point 23 of Annex 1.6 to the EU Financial Regulation.

Where, on the basis of the parameters established in the award criteria, a tender is identified as abnormally low, the tenderer concerned shall be granted a period of five working days to submit appropriate justifications demonstrating the feasibility of its offer under the proposed conditions.

Upon receipt of such justifications, the Evaluation Committee shall request a detailed technical assessment, typically from the official(s) responsible for drafting the technical specifications, the project documentation, or the economic analysis of the contract, or jointly from all of them, in order to thoroughly examine the grounds invoked by the tenderer in support of its pricing.

In light of the explanations provided by the tenderers whose bids have been classified as abnormally low, together with the corresponding technical assessment, the Evaluation Committee shall submit

a reasoned recommendation to the contracting authority regarding the acceptance or rejection of the tender.

In light of the justifications from the contractors whose bids have been classified as disproportionate and the technical report analysing them, the Evaluation Committee will make a reasoned recommendation to the contracting authority regarding the acceptance or exclusion of the bid.

2.6. Tie-breaking criteria

The tie between several tenderer after applying the contract award criteria will be resolved by applying the following criteria in order:

1st. Highest in criteria 1.

2nd: Highest in criteria 2.

3rd. Highest in criteria 3.

4th: Highest in criteria 4

2.7. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

$$\text{Cr. 1} + \text{Cr. 2} + \text{Cr. 3} + \text{Cr. 4} = \text{Total score}$$

The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

3. FORM AND CONTENT OF THE TENDER

3.1. Form of the tender: how to submit the tender?

Tenders are to be submitted according to the instructions laid down in the Invitation to tender letter.

Make sure you prepare and submit your tender early enough to ensure it is received within the deadline specified to submit an offer in the invitation. A tender received after this deadline will be automatically rejected due to irregularity.

3.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender are:

- **Tenderer's entity form (Annex 1)**
- **Declaration on the honour related to the exclusion and selection criteria (Annex 2)**
- **Solvency and capacity:**

- Proof of authorisation that the tenderer is authorised to perform the contract in Belgium.
- Copy of the profit and loss accounts and balance sheet for the last two years.
- List of at least 3 similar (in scope and complexity) projects completed in the last 3 years preceding the tender submission deadline, with a minimum value for each of them 5.000€

- **Your financial offer (Annex 3)**

- **[Any other useful documents (Annex XX)]**

Each document must be signed by a duly authorized representative of the tenderer.

The following requirements apply to the technical and financial offer:

- *Technical offer.*

The technical offer must provide all the information needed to assess the compliance with Section 1.4 of these specifications and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements will be rejected on the basis of non-compliance and not evaluated further.

- *Financial offer.*

A complete financial offer.

In case of discrepancies between different documents, only the amount indicated in the financial offer will be taken into account.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately.

The European schools are exempt from such charges. Exemption is granted to the European Schools by the governments of the Member States.

In Belgium, European schools are exempted through exemption No 450, Article 42, §3 paragraph 1st, 4° of the VAT code.

4. PROCESSING OF PERSONAL DATA

Any personal data included in or relating to the TENDER, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Such data shall be processed solely for the purposes of the monitoring of the tender by the data controller.

Tenderers or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should tenderers or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller: the Director of the School.

They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data can be requested to the data controller.

5. LIST OF ANNEXES:

The following documents are attached to this specification and form an integral part of this specification:

- Annex 1: Tenderer's entity form
- Annex 2: Declaration of the honour related to the exclusion and selection criteria
- Annex 3: Financial offer
- Annex 4: Form bank account
- [Annexe- XX: Any other useful document]