



European School Mol
Europawijk 100
2400 Mol

**OPEN TENDER N° 2024_02 ESMOL
“PAINTING, RENOVATIONS AND REPAIRS WORKS”**

Award Method: **Best Value for Money**
Contracting Authority: **European School of Mol**
Type of Contract: **Framework Contract**
Estimated Value: **550.000,00€ (whole duration of 4 years)**

TENDER SPECIFICATIONS

Part 2
Technical specifications

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1. TECHNICAL DESCRIPTIONS OF WORKS

This FWC will establish successive purchase orders for the performance of various works related to the painting of buildings (interior and exterior) for the European School of Mol., including all costs incurred by the tenderer such as paint material, work tools and products, packaging, transportation, administration, labour costs, etc.,

- PAINING OF INTERIOR. (rooms and toilets, common areas, common areas services, corridors, ceilings, etc.), scraping, repair of chipping with top quality filler, sanding and paint finish, two coats and with quality paint.)
- RENOVATIONS AND REPAIRS. Price per renovations working hour (excl. materials):

*** The contractor will describe the cost of the work hours.**

*** The contractor will provide the invoice for the cost for the specifics materials, with the application of a reasonable percentage of the internal management costs (delivery, transportation, etc.)**

- WINDOW AND DOOR FRAMES. Painting of latticework in corridors or rooms.
- RADIATORS. Painting of metal radiators with special paint resistant to different thermal conditions.
- DOORS. Painting of doors, repair of the wood and sanding.
- PAINING OF EXTERIOR SURFACES (facades), scraping of areas in poor condition, repair of chipping with top quality filler, sanding and paint finish, two coats and with quality paint.
- BEAMS AND OUTDOOR FURNITURE. Exterior painting on ironwork and scraping of areas in poor condition, repair of chipping, sanding and finishing painting, two coats and with quality anti-rust paint.
- FURNITURE. Painting of furniture (tables, cabinets, etc.).

1.1. Materials: Paint.

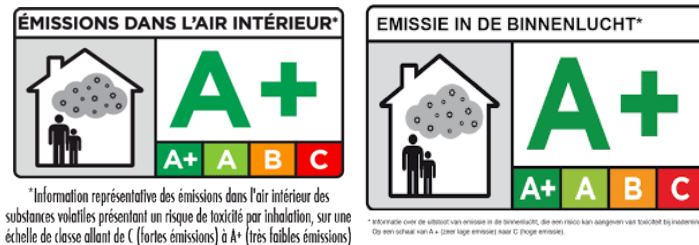
The paint will be applied with a fixing and insulating primer, followed by an intermediate coat and a top coat according to the manufacturer's instructions.

The paints must have the following characteristic:

- Good covering power
- Excellent adhesion
- Easy to apply
- No splattering
- Choice of paint from a colour chart:
- Plain and monochrome colour – to be determined per project by the school.
- Exterior paint resistant to the thermal differences of the Belgian climate.
- Varnished and enamels not crackable or scrapable.

- Optimal colour accuracy compared to samples.
- The paint must be easily washable with water.
- The result must be uniform, and the finish colours must be matt or satin, depending on the school's choice.

Please note that the paints must comply with all the criteria of the European Ecolabel - for paint, as well as the following emission label:



2. GUARANTEE PERIOD OF THE WORKS

The minimum guarantee for all works will be **12 months**, unless extension offered by the tenderer. This time, start, from the acceptance or the finished works described in each purchase order.

The extension of the warranty term will be valued over the minimum established in the specifications on quality of the works. (After the completion date of the works: no paint peeling, cracking, etc.). For issues not attributable to the tenderer and in view of good use by the Contracting Authority.

3. PLACE OF EXECUTION.

The services will be delivered at the European School Mol, Europawijk 100, 2400 Mol, Belgium. Services will need to be executed outside the school hours, in weekends or school holidays to avoid disruption of teaching.

The successful bidder will respond within a maximum period of 48 hours (2 days) to the request of the European School- Mol to coordinate the execution of the works.

If the service cannot be carried out on the agreed days due to exceptional circumstances, the successful bidder will guarantee the provision of the same on another date not exceeding 7 working days from the date initially planned.

In the following situations, the European School of Mol is not responsible for the costs that may be caused:

- Adverse climatology that prevents the performance of the treatment.
- In the event of breakdown of the successful tenderer's vehicles.

The successful bidder must be able to start providing them immediately from the contract sign.

3.1. Access to buildings.

The contractor or his staff requiring access to buildings to carry out work must first receive authorization from the person in charge of building management, or from any other delegate duly authorized by the School.

In practice, this authorization will be transmitted at the same time as the order form is sent, but depending on the work to be carried out, the possibility of accessing the buildings will depend on the inconvenience that will be caused to the smooth running of school life. The service providers must in all cases announce themselves at least 24 hours (1 day) in advance and provide the data of the participants for identification. He will always remain fully responsible for the use that will be made of any means of access to the building entrusted to him (visitors' badge) and will ensure that only a limited number of employees within his company can use it.

4. PRELIMINARY PROVISIONS.

4.1. Inventory:

The awarded contractor draws up an inventory of the state of room or space in question. This inventory, which includes a short description, photographs and a listing of the damage, is drawn up jointly in the presence of the person appointed for this purpose by ESMOL and is signed by the parties with a distinct interest. The inventory will be made "in situ" before and after the works.

4.2. The Staff:

The contractor assumes to have work in the European School of Mol only persons legally residing (or with work licence) in Belgium and who are declared to the ONSS in the case of salaried staff or who work under a status of independent. The contractor therefore assumes to comply with all Belgian labour legislation.

In the event of non-compliance with this clause, the Contracting authority reserves the right to terminate immediately (via registered mail) the contract binding it to the contractor after becoming aware of such facts, without any compensation being required by the contracting authority.

4.3. Insurances:

The liability of the contractor must be covered by various insurances covering:

- Legal compensation for accidents at work and on the way to work that may occur to its staff;
- The extra-contractual civil liability that may be incumbent on him for damage caused to third parties during the execution of the contract. This cover is acquired within the limits of the provisions of the policy up to an amount of 200.000,00€ (bodily injury and material damage combined per claim);
- Extra-contractual and contractual civil liability governed by the provisions of Belgian and foreign law and which may be incumbent on it for damage caused to third parties by products after their delivery or by works after their execution. Minimum amount: 200.000,00€ (bodily injury and material damage combined per claim and per year of insurance).

At any time during performance of the contract, the contractor shall deliver this certificate, within fifteen days of receipt of the request from the Contracting authority.

4.4. Responsibility for regulations:

The contractor is, in the exercise of its activities, held responsible for the application of all the regulations, all the standards and all the laws in force at the time of the assumption of responsibility and this during the period of application of the contract and in particular:

- The law on well-being and the code on well-being at work
- legislation in force, nomenclature and regulations on dangerous, unhealthy or inconvenient establishments, on protection against the risk of fire and panic, and on the storage and use of flammable liquids;
- decrees and regulations concerning preventive measures and emergency measures against fire;
- regulations and requirements concerning electrical equipment and installations;
- building regulations;
- health regulations;
- environmental permits issued to the Owner;
- regulations concerning hygiene;
- regulations regarding environmental protection and air pollution;
- the General Regulations on Electrical Installations.

The contracting party must obtain, at his own expense, these documents if he does not have them and cannot under any circumstances invoke ignorance of them to evade the obligations contained therein.

The contractor will be responsible at all times for the proper observation of the safety rules by his staff and that of the subcontractors with whom he would be in contact and for the compliance of the installations (except in the event of modification of the legislation or regulations).

The contractor will be responsible for the affixing of safety pictograms (dangers, service voltage, etc.) and the consignment for the premises for which he is responsible within the framework of the worksites for which he is responsible.

4.5. Environmental Responsibility:

The successful contractor will be liable for any environmental incident caused by it, releasing the European School of any responsibility.

To avoid such incidents, the contractor will generally adopt the appropriate preventive measures with good environmental management practices, especially those related to avoiding liquid discharges unwanted, polluting emissions, as well as any other type of waste classified as dangerous.

Without wishing to be exhaustive, some of the practices to which the successful contractor will be related are listed below:

- Committed to achieving good environmental management.
- Cleaning and final removal of containers, packaging, rubbish and all types of waste generated in the area of work and proper waste management.
- Proper storage and handling of chemicals and hazardous goods or waste.
- Prevention of leaks, spills and soil contamination and any type of uncontrolled discharge.
- Use of closed containers and drums marked and in good condition.
- Segregation of generated waste, paying special attention to hazardous waste.
- Restoration of the deteriorated environment.

Applicable legislation relating to the environment:

1. The provisions of Vlareem I and II, Vlarebo and other applicable environmental regulations (spatial planning, nature, energy, etc.), in particular the holding of environmental permits valid for the entire duration of the works for all establishments and activities that are either subject to notification or a permit. The establishments and activities in question must be reported to the safety coordinator of the European School of Mol and the relevant permits must be submitted to the leading official.
2. The contractor shall be regarded as the producer of all waste resulting from the work or resulting from the contract; he must therefore comply with the obligation to report to OVAM in accordance with the applicable legislation.
3. Decree of the Flemish Government of 17/12/1997 establishing the Flemish regulations on waste prevention and management (Vlarea), as amended.

4.6. Precautionary measures:

The contractor must take all necessary precautions to avoid damage to persons, installations and premises. He must suspend the work, in whole or in part, in the event of a serious risk.

If necessary, it will be taking the necessary preservation or backup measures. The contractor will be urgently notifying the Contracting authority. The School will decide by mutual agreement on the precautionary measures and/or provisions and additional work deemed essential by the two parties before resuming the work covered by this contract.

In the event of a clear risk for people or facilities, the representatives of the School duly authorized for this purpose will have full power to interrupt a construction site, in particular in the event of:

- Flagrant non-compliance with safety instructions, site-specific instructions,
- Clearly dangerous behaviour by a member of the contractor's staff for himself or for any other third party or equipment,
- Obvious incompetence or flagrant dysfunction.

The contractor and their workers will be required to use the personal protective equipment when it exists and in strict compliance with the safety.

The contractor will be therefore asked, in accordance with the law, to provide and promote the use of fixed or mobile scaffolding (with braces) or lifts when necessary. The use of ladders should be

limited as much as possible. It is also recalled that the use of scaffolding mounted on ladder cleats is prohibited in Belgium.

Applicable occupational safety and health legislation:

The order described must comply with all applicable and relevant laws and regulations on health and safety, including: (delete as appropriate):

- Law of 04 August 1996 on the well-being of employees in the performance of their work, in particular Articles 7 (employment in the same workplace), 8 (activities of external companies), 14-32, as well as the implementing decrees:
 - o General Regulations on Employment Protection (A.R.A.B.);
 - o Royal Decree of 27-03-1998 "Welfare policy"
 - o Royal Decree of 12-08-1993, Royal Decree of 5-05-1999: Use of Work Equipment;
 - o Royal Decree of 13-06-2005: Use of personal protective equipment;
 - o Royal Decree of 17-06-1997: Health and Safety Signs;
 - o Royal Decree of 13-03-1998: Storage of flammable and combustible liquids;
 - o Royal Decree of 25-01-2001: Temporary or mobile construction sites;
 - o Royal Decree of 11-03-2002 on the protection of the health and safety of the against the risks of chemical agents at work.
- Decree of the Flemish Executive of 30 July 1992 laying down measures to combat noise nuisance caused by construction equipment and machinery; Royal Decree of 9-12-1998 on noise emissions from construction equipment and construction machinery; the accompanying implementing decrees.
- General Regulations on Electrical Installations (A.R.E.I.).
- If applicable: The Act of 15-04-1994 on "General Regulations on the Protection of the Population and the Environment against the Dangers Arising from Ionizing Radiation" and the Royal Decree of 20-07-2001 on its implementation.
- M.B. 28-07-1978: movable electrical appliances.
- Royal Decree 18-10-1991 and M.B. 28-10-1991: steam appliances.
- Royal Decree 07-03-1991: coolants.
- Royal Decree 07-07-1994, as amended by Royal Decree 19-12-1997: prevention of fire and explosion for new buildings.
- For work equipment that falls under one or more of the following European directives or Belgian legislation (to be deleted as is not applicable):
 - o For machinery: Royal Decree of 12 August 2008 "Machinery Directive" (2006/42/EC);
 - o For electrical equipment:
 - Royal Decree of 23-03-1977, amended by Royal Decree of 10-01-1997 "Low Voltage Directive" (73/23/EEC and 93/68/EEC) establishing the safety guarantees which certain electrical machines, appliances and cables must offer, in particular Articles 3, 5, 6, 7 and 8 of this Royal Decree
 - K.B. of 28 February 2007 : "EMC Directive" (2004/108/EC) on the electromagnetic compatibility;

- Royal Decree of 22.06.1999: "ATEX 95 Directive" (94/9/EC), laying down the safety guarantees to be provided by equipment and protective systems intended for use in potentially explosive atmospheres
 - For appliances burning gaseous fuels: Royal Decree of 3-07-1992 on the safety of appliances burning gaseous fuels (90/396/EC);
 - For simple pressure vessels: Royal Decree of 5.05.1995 (87/404/EC and 90/488/EC);
 - For construction products: Royal Decree of 19.08.1998 on construction products (89/106/EC of 21.12.1989);
 - For pressure equipment: Royal Decree of 13 June 1999 (Directive 97/23 of 29 June 1997);
 - For equipment intended for explosive atmospheres: Royal Decree of 22.06.1999: (94/9/EC);

4.7. Tools and handling:

The tools used by the staff must be of recent design and of good use, they must allow the carrying out of the renovation, transformation, maintenance or repair work in such a way as to limit the need for labour and disturb the occupants as little as possible by noise, dust, etc.

It is strictly forbidden to use jackhammers and grinders inside the buildings if the latter are not equipped with a properly functioning dust extraction device.

The tools must at all times be kept in such a way that the students cannot have access to them.

The contractor must ensure, whenever necessary, that handling equipment is made available to its teams in sufficient numbers. Lifting devices requiring inspection by an approved organization will be accompanied by inspection certificates in order.

This equipment must be modern, as silent as possible, efficient, it must allow rapid handling so as to disturb the occupant as little as possible. All self-propelled lifting equipment is prohibited inside the buildings of the Contracting Authority.

4.8. Cleaning:

The contractor will carry out regular cleaning of the site area or the various areas in which it had intervened from time to time (as well as their access routes) and this regularly during a long site or after each intervention ordered by the Contracting Authority.

4.9. Provision of water and energy:

Electricity (220 V) and water necessary for the actual performance of the services will be made available to the school free of charge. However, the contractor must take all necessary measures to ensure that the water does not run unnecessarily.

The contractor will ensure that waste water is evacuated to an appropriate location approved by the representatives duly authorized for this purpose by the School.

With regard to electricity and its provision, the personnel of the contractor are absolutely not authorized to modify the existing installation in any way whatsoever if this has not been specifically requested by the duly authorized representatives by the School.

The use of generator sets may be considered with the agreement of the representatives of the Contracting Authority.

5. CONTROL OF SERVICES:

The Contracting Authority will fully reserve the right to carry out checks during works carried out by the technicians of the contractor and to have them immediately stopped if they contravene the aforementioned provisions on safety.

At the end of the project, if necessary, a list of remarks to be raised will be drawn up jointly (i.e. in the presence of the contractor's staff in charge of the on-site operations department or its representative). The contractor accepts to remove these remarks as quickly as possible in strict compliance with the times defined for this purpose by the representatives of the School.

The possible acceptance of the work will only be granted once all the comments appearing on the established list have been lifted.

In the event of a problem with the behaviour of a member of the staff of the contractor and according to the facts observed, the representatives of the Contracting Authority reserve the right to purely and simply prohibit access to the buildings of the School to the offending technician and this without any financial compensation being claimed by the contractor.

6. VISITS TO THE EUROPEAN SCHOOL

It is optional for the participants in the bidding process period to visit the European School.

Visits will take place as follows:

The tenders will contact the European School to organize the visit and the European School de Mol will contact the interested bidders informing them of the date, time and place of meeting.

They must contact by email at mol-procurement@eursc.eu communicating your interest in the visit, and indicating the name and ID of the attendees, before 12:00 a.m. on 7 of march 2024. The visits will take place during the week of April 8th.

A maximum of 2 people per bidder is established. Access will not be allowed to any person who has not previously communicated it.