



European School Mol
Europawijk 100
2400 Mol

Date: 06/04/2022

ANNEX 1.1.

SPECIFICATIONS

NEGOTIATED PROCEDURE FOR MIDDLE VALUE CONTRACT

PROCEDURE REF. ESMOL - 2022/02

OBJECT: PAINTING AND RENOVATIONS WORKS

AWARD METHOD: BEST VALUE FOR MONEY

TYPE OF CONTRACT: FRAMEWORK CONTRACT

CONTRACTING AUTHORITY: EUROPEAN SCHOOL OF MOL

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Subject: what is this call for tenders about?

The subject of this call for tender is to carry out the works of painting (interior and exterior) and small renovation and maintenance services in the European School of Mol (ESMOL), located in Europawijk 100, 2400 Mol (Belgium)

1.2. Lots: is this call for tenders divided into lots?

This call for tender is not divided into lots due to unity of execution of the works (repairs and painting).

1.3. Description: what do we want to buy through this call for tenders (technical specifications)?


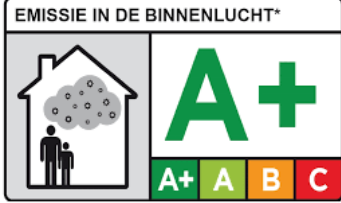
The supplies and services that are the subject of this call for tender, including any minimum requirements, are described in detail below.

Variants to the minimum requirements in the tender specifications are not allowed. The *Contracting authority* will disregard any variants not meeting the minimum requirements described in a tender.

1.3.1. Background and objectives

This tender is launched to procure painting, renovation and maintenance works to the school building's classrooms, common areas and office spaces.

1.3.2. Detailed characteristics of the purchase /service

N°1	Minimum requirements
Painting works	<ul style="list-style-type: none">- Interior and exterior painting works- Painting of walls- Painting of ceilings- Painting of window cills- Painting of window frames (wood or aluminium)- Painting of doors and door frames <p>Please note that the paints must comply with ALL the criteria of the European Ecolabel - for paint, as well as the following emission label:</p> <div><div><p>ÉMISSIONS DANS L'AIR INTÉRIEUR*</p><p>Information représentative des émissions dans l'air intérieur des substances volatiles présentant un risque de toxicité par inhalation, sur une échelle de classe allant de C (fortes émissions) à A+ (très faibles émissions)</p></div><div><p>EMISSION IN DE BINNENLUCHT*</p><p>* informatie over de uitstoot van emissies in de binnenruimte, die een risico kan aangeven van toxische bijwerking. Op een schaal van A+ (zeer lage emissies) naar C (hoge emissies)</p></div></div> <p>The paint is applied with a fixing and insulating primer, followed by an intermediate coat and a top coat according to the manufacturer's instructions.</p>

	<p>The paints must have the following characteristic:</p> <ul style="list-style-type: none"> ▪ Good covering power ▪ Excellent adhesion ▪ Easy to apply ▪ No splattering ▪ Choice of paint from a colour chart: <ul style="list-style-type: none"> - Plain and monochrome colour. - The interior of the classrooms and offices should be painted in white or pastel colours (in light colours) to make the stay more relaxing, not to lose luminosity in the room and in order not disturb attention of the students or staff. Therefore, the walls cannot be in striking colours. - Likewise, the choice of colors should be tolerant for those with autism or Asperger's syndromes. Therefore, low saturation colors will be used, such as pale pink, vanilla-cream yellow, azure blue, smooth green, etc. ▪ 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. ▪ Minimum guarantee of 12 months <u>unless extension offered by the Tenderer</u>. 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. ▪ The result must be uniform, and the finish colours must be matt or satin, depending on the school's choice.
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N°2	Minimum requirements
Renovation works	<ul style="list-style-type: none"> - Walls repairs, partitions, plastering - Ceilings repairs, replacements - Floors repairs, replacements - Scraping or sand blasting of aged surfaces - Apply putty on cracked or chipped elements - Minimum guarantee of 2 years unless extension offered by the Tenderer. The extension of the warranty term will be valued over the minimum established in the specifications on quality of the works (Minimum 2 years). (After the completion date of the works: no breaks or cracking, etc.). For issues not attributable to the tenderer and in view of good use by the Contracting Authority.

1.3.2.1. Preliminary provisions:

- a) **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.
- b) **Remarks concerning the contractor's staff:** The contractor assumes to have work on the worksites of the *Contracting Authority* only persons legally residing 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.

c) **Insurance:** The liability of the contractor must be covered by various insurances covering:

1. Legal compensation for accidents at work and on the way to work that may occur to its staff;
2. 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);
3. 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*.

d) **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.

- e) 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.

- f) 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 behavior 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.

- g) Tools:** 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 labor 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.

- h) Handling:** 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*.

- i) 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*.
- j) Management of 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.

- k) 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*.

- l) 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 behavior 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.

1.3.2.2. Visits to European School:

It is optional for the participants in the bidding process 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 **Mr. Pascal Fastenakels**, by email at pascal.fastenakels@eursc.eu communicating your interest in the visit, and indicating the name and ID of the attendees, before 10:00 a.m. on 15 of April 2022. The visits will take place during the week of April 19th.

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

1.4. Place and period of performance: where will the contract be performed?

The services will be delivered at the following location:

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 special 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 cause:

- 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.

1.5. 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 purchase orders. The signature of a framework contract does not impose an obligation on the *Contracting authority*.

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

1.5.1. How will payments be done?

The payment will be made when the service received is confirmed, upon presentation of the corresponding invoice and once it has been reviewed and approved. Standard payment terms are set at 30 days.

If services have been carried out, they must be invoiced in alignment with the received purchase order forms and cannot be mixed.

Note that this will be a framework contract, for which payment will be made for the service carried out. For which the invoice must be accompanied by the corresponding work order detailing every work carried out in each of the requests:

- Execution dates,
- square meters or linear meters,
- working hours,
- work done,
- room, buildings or spaces,
- used material,
- before and after photos, etc.

1.6. Volume and value of the contract: how much do we plan to hire?

An indicative estimate of the volumes to be ordered over the whole duration of the framework contract is, as a base budget of the tender for a period of 48 months (4 years), 139.000,00€ (TVA excluded), distributed in the following annuities:

Year	Amount (Tax Free)
2022	40.000,00€
2023	37.500,00€
2024	32.500,00€
2025	29.000,00€
TOTAL	139.000,00€

In the case of existence of budget remnants at the end of any of the annuities, it may be incorporated as an available credit in the following annuity, provided that the authorization of the *Contracting authority* is available.

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 specific contracts. In any case the *framework contract ceiling*, i.e. the maximum amount to be spent under the framework contract, shall not be exceeded.

The service will be carried out as the European School (ESMOL) requests it, without establishing a minimum number of meters to be painted or repaired. The painting and repairing works will be carried out for the totality of what is requested, not admitting partial works.

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

The contract(s) resulting from the award of this call for tenders will be concluded for at most 48 months (4 years) not renewable, from the day after the signing of the contract, or until the initial estimate of the value of the contract will be fulfilled. The details of the initial contract duration and possible renewals are set out in the Draft contract.

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of:

- [the Financial regulation of the European Schools](#) and
- [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](#) (the Financial Regulation)¹.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through a negotiated procedure of middle value art. 164 (1) (d) of the Financial Regulation.

2.2. Rules on access to procurement: who may submit a tender?

Participation in this tender is limited to those companies that have been invited.

To enable the *Contracting authority* to verify the access, each tenderer must fill in the form Entity legal provided for in Annex A, B and C of the invitation.

3. 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 the tender;
- 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

¹ 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, 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)

- 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.

The contracting authority may award the contract on the basis of the initial offer without negotiation.

3.1. 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 available in **Annex B**. 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 authority².

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

3.2. 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 call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

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 available in **Annex B** shall be used.

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 procedure³. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the Contracting authority. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

3.2.1. Legal and regulatory capacity

Tenderers may have full competence and capacity to act in accordance with the rules of international law. For which, the tenderers must have legal or physical personality, legally constituted.

The legal and regulatory capacity shall be proven by: **Proof of authorisation that the tenderer is authorised to perform the contract in its country of establishment.**

3.2.2. Economic and financial solvency

The evidence of economic and financial solvency does need not 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.

3.2.3. Technical and professional solvency

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 painting and renovations works.	
Minimum level of solvency	Have proven experience in works with similar characteristics (painting and renovations services), which will be accredited by submitting a list of the projects completed by the tenderer over the past three (3) years preceding the tender submission deadline.
Evidence	This criterion will be understood to be fulfilled when the bidder presents at least one (1) certificate or more certificates of good execution issued by the promoter of the contract for painting and/or renovations works with <u>a lump sum amount equal to or greater than 20.000,00€</u>

³ 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.

	<p><i>Please note that a request for evidence in no way implies that the tenderer has been successful.</i></p> <p><i>As supporting documents for each project reference the Contracting authority may request statements issued by the clients and take contact with them.</i></p>
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Criterion T2	
The tenderer must justify that he is well covered for professional risks.	
Minimum level of solvency	<p>Tenderers undertake to take out:</p> <ul style="list-style-type: none"> - Operating Civil Liability insurance for a minimum amount of 200.000,00€ per claim covering bodily injury, material and immaterial damage combined. - Post-Delivery RC insurance for a minimum amount of 200.000,00€ per claim and per year of insurance covering bodily injury, material and immaterial damage combined. <p>Tenderers undertake to renew or extend this insurance contract throughout the performance of this contract. They will provide proof of coverage annually.</p>
Evidence	<p>When submitting the offer: Commitment to take out insurance in the event of award of the contract.</p> <p>When signing the contract: A copy of the civil liability and professional risk insurance and the mention of the insured amounts.</p>

3.3. 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 procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section 1.3 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/EU⁴.

The successful bidder must comply with the conditions established in the Belgian law: Act of 4 August 1996 on the well-being of workers in the performance of their work and the framework Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work. Likewise, it must guarantee that the contracts of the workers are in force.

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 assumptions, limitations, conditions, or reservations on the part of a tenderer.

⁴ ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
ILO Convention 98 on the Right to Organise and Collective Bargaining;
ILO Convention 29 on Forced Labour;
ILO Convention 105 on the Abolition of Forced Labour;
ILO Convention 138 on Minimum Age;
ILO Convention 111 on Discrimination (Employment and Occupation);
ILO Convention 100 on Equal Remuneration;
ILO Convention 182 on Worst Forms of Child Labour;
Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);
Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

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

3.4. 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:

Cr.	Description	Weight
1	<p>Price</p> <p>To determine the evaluation of the Economic Offer, the following formula will be applied:</p> <p>1.1. Price per renovations working hour (excl. structural materials): maximum 19,00 points</p> $Score = 20,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$ <p>1.2. Exterior painting on vertical and horizontal surfaces, scraping of areas in poor condition, repair of chipping with top quality filler, sanding and paint finish, two coats and with quality paint, platform or crane included. Labour and travel included. maximum 8,00 points</p> $Score = 8,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$ <p>1.3. Interior painting (rooms and toilets, common areas, common areas services, corridors, ceilings, etc.) on vertical and horizontal surfaces, scraping of areas in poor condition, repair of chipping with top quality filler, sanding and paint finish, two coats and with quality paint. Labour and travel included. maximum 10,00 points</p> $Score = 11,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$ <p>1.4. Exterior painting on ironwork and scraping of areas in poor condition, repair of chipping, sanding and finishing painting, two coats and with quality paint, iron paint, platform or crane included. Labour and travel included. maximum 3,00 points</p> $Score = 3,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$ <p>1.5. Painting of latticework of windows in corridor of rooms, including mechanical or manual means of lifting as provided for in the occupational risk prevention plan, dismantling and assembly if necessary. Labour and travel included. maximum 8,00 points</p>	90 %

$$Score = 8,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$$

1.6. Painting of wooden doors respecting the existing colour, repair of the wood and sanding, disassembly and assembly of the door if necessary. Labour and travel included. maximum 5,00 points

$$Score = 4,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$$

1.7. Painting of wooden door to change colour, repair of the wood and sanding, disassembly and assembly of the door if necessary. Labour and travel included. maximum 5,00 points

$$Score = 4,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$$

1.8. Painting of metal radiators with special paint resistant to different thermal conditions (disassembly and assembly work, materials and travel included). maximum 14,00 points

$$Score = 14,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$$

1.9. Painting of furniture (tables, cabinets, etc.). Labour, materials and travel included. maximum 14,00 points

$$Score = 14,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$$

1.10. Change of colour of aluminium frames, preparation and cleaning. Labour and travel included. maximum 4,00 points

$$Score = 4,00 \text{ points} \times \left(\frac{Best \ Offer}{Offer \ considered} \right)$$

The Best Offer being the cheapest.

The maximum points will be the maximum score awarded in this section for the economic offer.

The offer with the best prices receives the maximum score.

Those offers that exceed the maximum of the budget for the framework contract will be excluded.

Prices should be inclusive of all costs incurred by the tenderer such as paint, work tools and products, packaging, transportation, administration, labor costs, etc., with the exception of structural materials for renovation works, which have to be quoted upon request for approval.

* Taking into consideration that 85% of the calculation of the tender amount refers to fixed costs that are very difficult to reduce, such as payroll, proposals that exceed the

	lowest price by more than 15% of the arithmetic average of among all the offers submitted.	
2	<p><u>Service, warranty and after care by the tenderer.</u> The tenderer provides a description of the warranty and after-care provided.</p> <p>The extension of the warranty term will be valued over the minimum established in the specifications on quality of the works (Minimum 1 year). (After the completion date of the works: no paint peeling, cracking, etc.). For issues not attributable to the bidder and in view of good use by the <i>Contracting Authority</i>.</p> <p>The offer with the best extension of warranty (in months or years) receives the maximum score. The following offers will be evaluated proportionally with the following formula:</p> $\text{Score} = 5,00 \text{ points} \times \left(\frac{\text{Offer considered}}{\text{Best offer with widest warranty}} \right)$ <p>* Those offering only 12 months warranty in total will not be scored in this section. Those offers that do not reach the minimum guarantee period of twelve months will be excluded.</p>	5 %
3	<p><u>Assessment of previous Experience</u> The tenderer will provide references to assess the quality of service and work. For which, the total sum of the invoiced amounts will be scored.</p> <p>The offer with the best after care receives the maximum score. The following offers will be evaluated proportionally with the following formula:</p> $\text{Score} = 5,00 \text{ points} \times \left(\frac{\text{Offer considered}}{\text{Best offer with more references}} \right)$ <p>Only certifications or invoices of services provided for painting and repairs in public or private buildings will be evaluated, with an amount equal to or greater than 5.000,00€ TVA excluded (per certificate) in the last 3 years (2019, 2020 and 2021 or beginning of 2022) with a rating of good execution made by the client. These certificates or invoices must be certified and signed by the tenderer's client including dates and amount.</p>	5 %
TOTAL AWARD CRITERIA		100 %

3.5. Award (Ranking Of Tenders):

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

$$\text{Cr. 1} * (\text{weight}) + \text{Cr. 2} * (\text{weight}) + \text{Cr. 3} * (\text{weight}) = \text{Total score}$$

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.

4. FORM AND CONTENT OF THE TENDER

4.1. 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 rejected.

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

The supplier will be required to furnish the following documentation (Contact details and project information to be presented):

Overview of Annexes

Annexes to the Descriptive Document and the Framework Agreement:		
1.1.	Specifications	
1.2.	Model Purchase Order / Bestelbon	
1.3.	General Conditions	
1.4.	Draft Framework Agreement	

Annexes to be completed by the Tenderer:		Envelope
2.1.	Annex A - Tenderer's Identification Form / Identificatieformulier Inschrijver	1
2.2.	Annex B - Declaration on honour on exclusion criteria and selection criteria Attachment: Proof of authorisation that the tenderer is authorised to perform the contract in its country of establishment	1
2.3.	Annex C - Tender requirements: Attachments: certificates of good execution issued by the promoter of the contract for painting and/or renovations works with <u>a lump sum amount equal to or greater than 20.000,00€</u>	1
2.4.	Annex D - Technical offer	2
2.5.	Annex E - Financial offer	3

5. PROCESSING OF PERSONAL DATA

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

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: mol-dpo-correspondent@eursc.eu.

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.

6. SPECIAL EXECUTIONS CONDITIONS

In accordance with the object of the contract, the paints and materials to be applied in the works must have environmentally friendly labels.