

Invitation To Tender Procedure

IT – 4360/SMB

**TRAVAUX DE GENIE CIVIL POUR LA CONSTRUCTION DE
LA PLATEFORME MEQ59 SUR LA PARTIE FRANÇAISE DU
SITE DE MEYRIN (reception for all the material in CH)**

Bidders Conference 21 September 2017



Key dates

- Invitation to Tender issued: **18/09/2017**
- Compulsory bidders' conference: **21/09/2017**
- Bids to be uploaded on CERN e-bidding platform by **16/10/2017**
- Bid evaluation and Contract clarification: **October-December 2017**
- Finance Committee: **12.12.2017**

Please do not request information concerning the outcome before FC approval

- Contract negotiation and notification
- Start of the contract/works: **January 2018**



IT documents

- Tender form and its Annex
- Technical specification + annexes
- Description and Quantity estimate (DQE)
- Form of contract
- Selection and Adjudication criteria for CE contracts
- Working on the CERN site
- General Conditions for Invitations to Tender CERN/FC/5312-I/Rev.
- General Conditions of CERN Contracts CERN/FC/5312-II/Rev.



Clarification Process



All questions shall be addressed
in writing to

Sandrine.Magnan@cern.ch

Requests for clarification should be
received **earlier than 28.09.2017**

Clarification Process

- CERN's response will be sent to all bidders, including the request for clarification but without identifying its source
- Bidders shall acknowledge receipt of the email
- **Cover letter with bid shall acknowledge each individual CERN clarification correspondence received**



Basis of Award

The contract shall be awarded on a
«Lowest compliant bid » basis



Selection & Adjudication Criteria

With a view to improving the distribution of its purchases among its Member States, CERN has applied, for the selection of bidders to be invited to tender, and will apply for the award of the contract to a technically and financially qualified bidder the criteria set out in the document entitled

**Selection and Adjudication Criteria
for CE Contracts (September 2017)**



Country of Origin

The countries of origin of all supplies and services shall be CERN Member States, and the Associate Member States Austria, Belgium, Bulgaria, Cyprus*, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, India*, Israel, Italy, Netherlands, Norway, Pakistan*, Poland, Portugal, Romania, Serbia*, Slovakia, Slovenia*, Spain, Sweden, Switzerland, Turkey*, Ukraine* and United Kingdom.

* Associate Member State in the pre-stage to Membership



Country of Origin of bids

For all activities from civil engineering work to finishing work:

- It is the country in which the firm in charge of the corresponding activity is located
- In case any activity includes a significant part of goods and materials (e.g. steel frame), the country of origin of such goods and materials is defined as the country where these goods and materials, including their components and subassemblies, are manufactured or undergo their last major transformation

In case the work includes the supply and installation of equipment:

It is the country where the equipment (e.g. air handling units), including their components and subassemblies, are manufactured or undergo their last major transformation



Return Coefficient 1/2

$$\text{Return coefficient} = \frac{\% \text{ CERN expenditure in the MS}}{\% \text{ contribution to CERN budget for this MS}}$$



Return Coefficient 2/2

A Member State is considered POORLY BALANCED (PB MS) if its return coefficient falls below 0.9



A Member State is defined as WELL BALANCED (WB MS) if its return coefficient is equal or higher than 0.9



Bids originating from several Member States or submitted by a combination of firms

- In the case of a supply **contract**, a bid is considered to come from a **PB MS** if at least **60% of the total amount** of the bid originates from a **PB MS**
- If this is not the case, the bid shall be treated as that of a firm offering goods from a **WB MS**



Well balanced Member States

For this invitation to tender, the following CERN Member States are **WB MS** :

Bulgaria

Czech Republic

France

Hungary

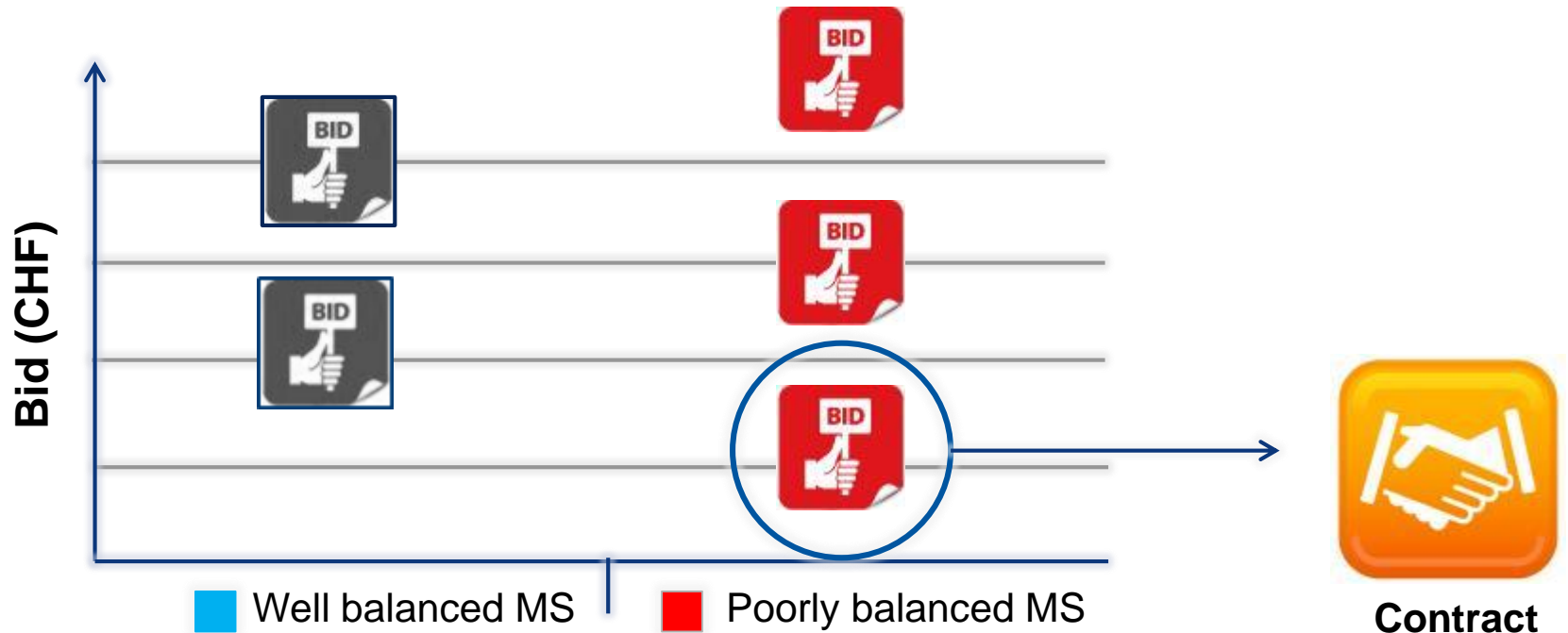
Italy

Switzerland



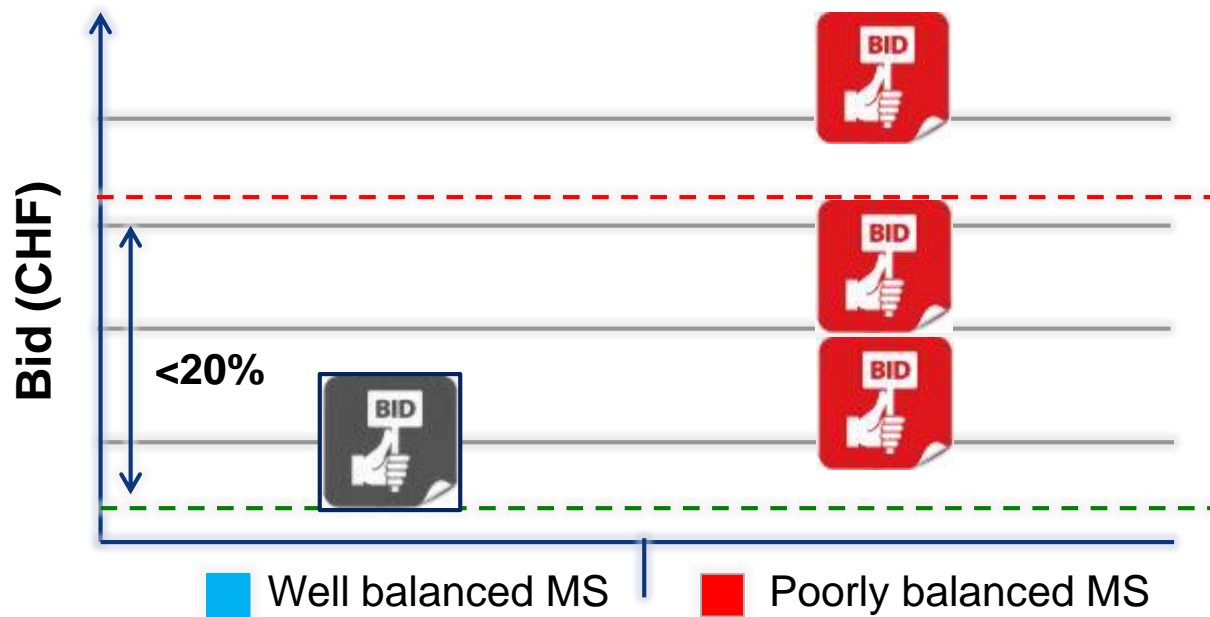
Realignment rule (Scenario 1)

Lowest bid from a PB MS → contract placed with it



Realignment rule (Scenario 2)

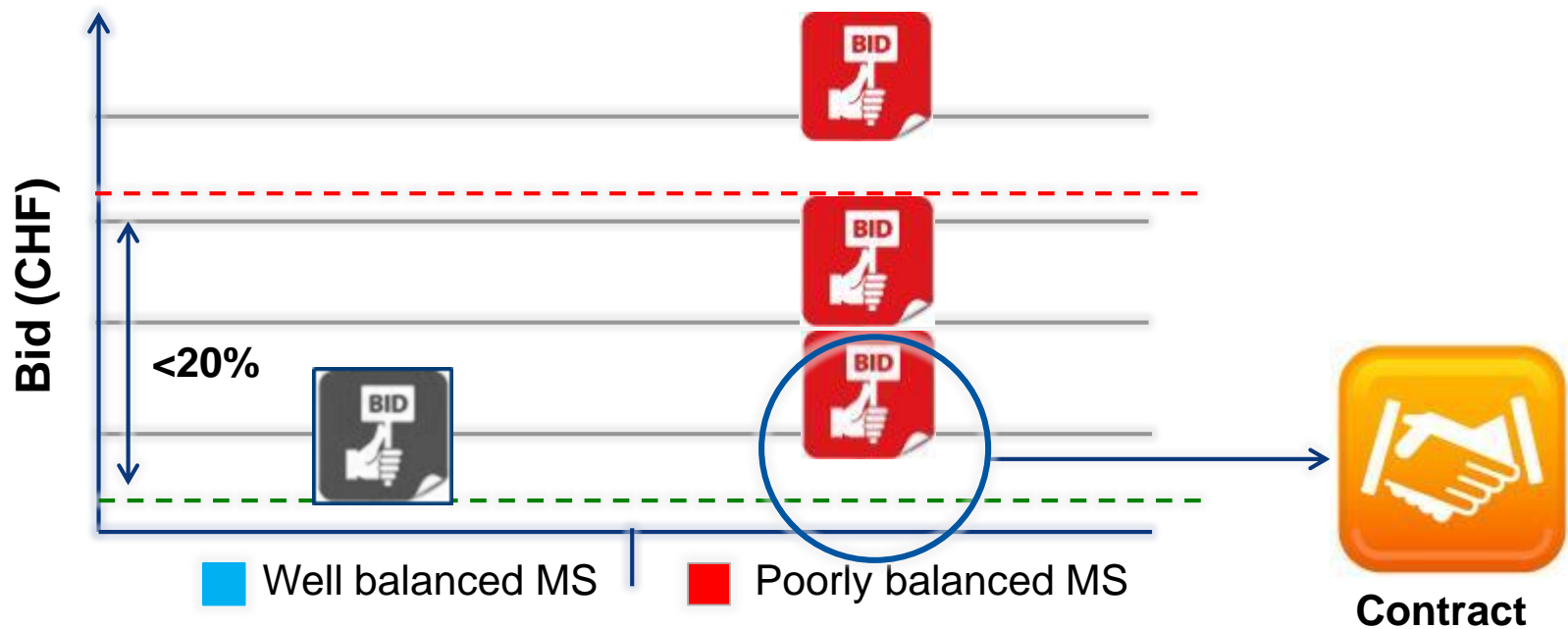
Lowest bid from a WB MS → realignment rule applies if bid difference <20%



Realignment rule (Scenario 2)

Lowest bid from a WB MS

(a) 1st bidder from PB MS aligns → contract placed

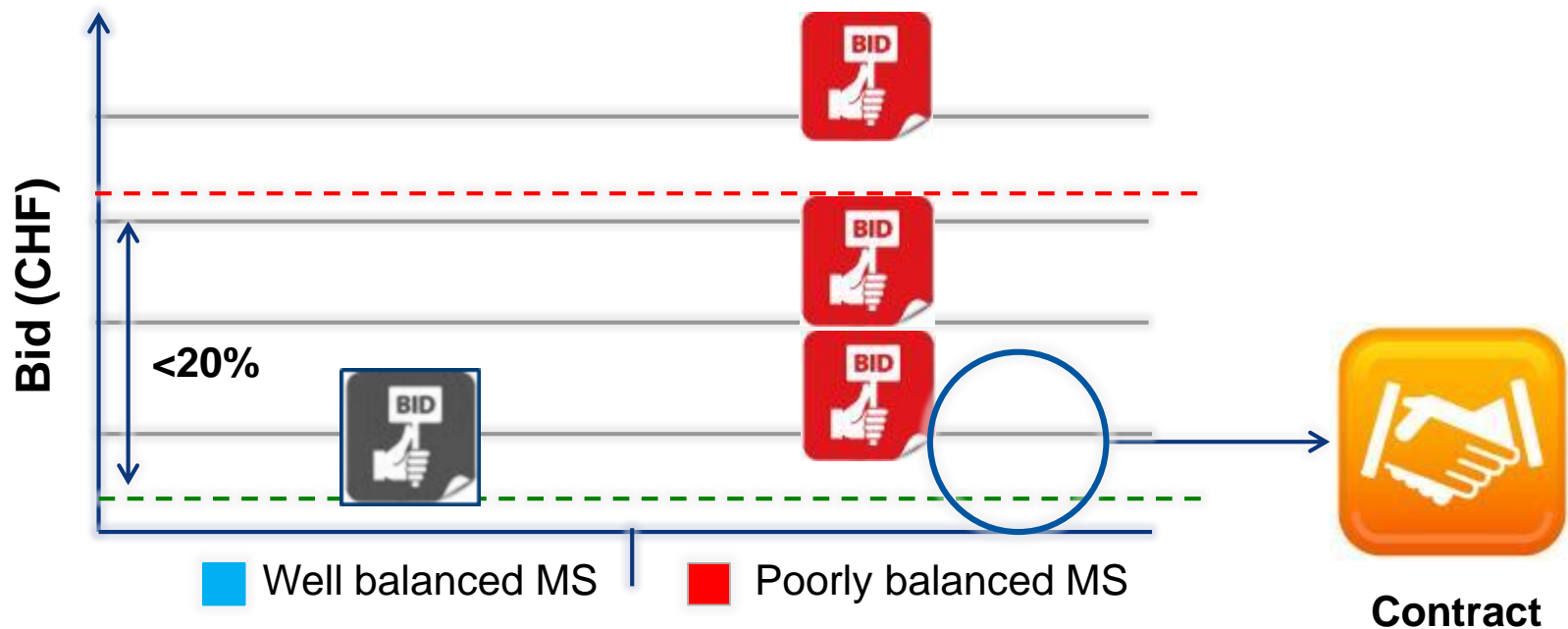


Realignment rule (Scenario 2)

Lowest bid from a WB MS

(b) if not, 2nd lowest bidder from PB MS aligns

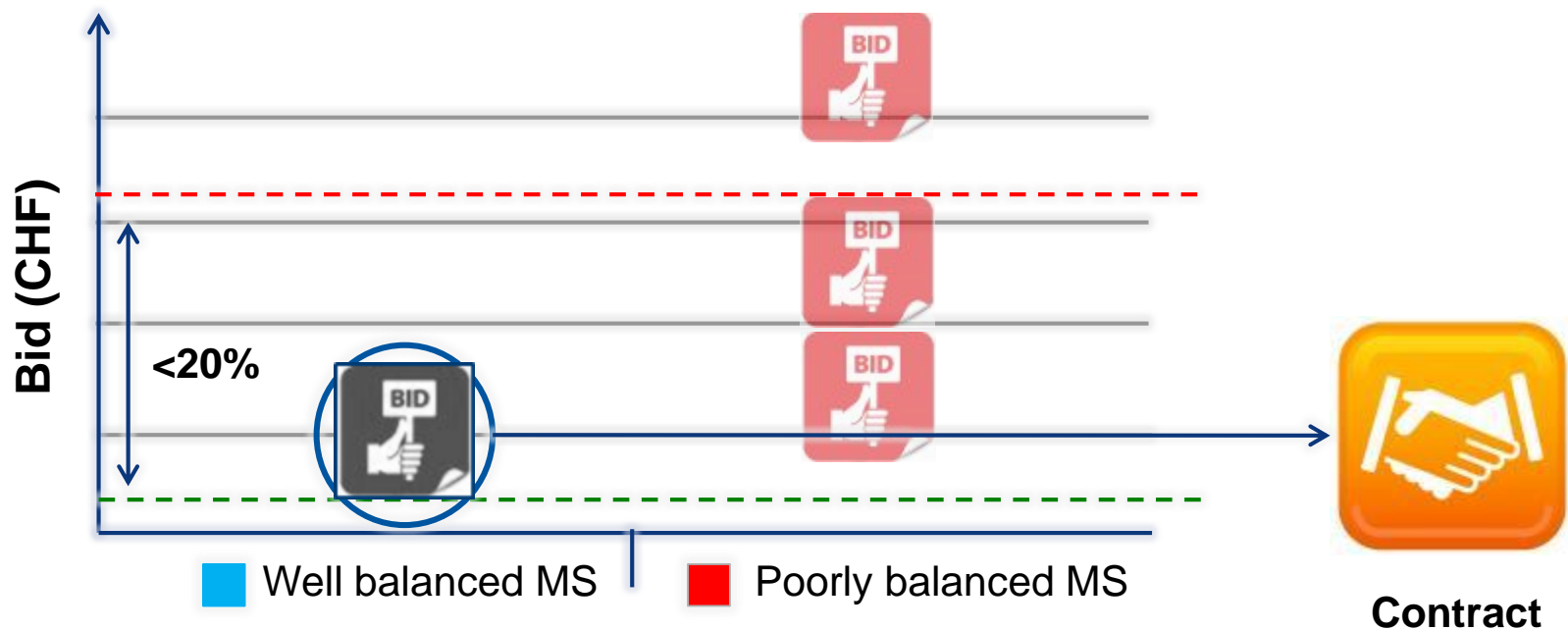
→ contract placed



Realignment rule (Scenario 2)

Lowest bid from a WB MS

(c) if no alignment, contract placed with lowest bidder from WB MS



Price Basis 1/2

All prices shall be quoted in the currency quoted in the tender form, free of taxes, not subject to revision



Price Basis 2/2

The total price for the adjudication (indicated in Table 2, in section 3.3 of the tender form) shall be established on the basis of the unit prices indicated by the bidder in the **Description and Quantity Estimate (DQE)**.

All unit prices shall be quoted in the currency stipulated in section 3.1 of the tender form, free of taxes, not subject to revision

The DQE shall be completed in its entirety with no changes to the headings. Any modifications or reservations concerning the specified construction methods, the materials, the deadlines, the measurements and the cost breakdowns shall be explicitly stated in section 12 of the tender form.



Abnormally low bids

CERN reserves the right to reject abnormally low bids after having given the bidder the opportunity to explain the basis on which its bid was made.

The bidder will have to prove that its bid:

- is compliant with all tender requirements
- is economically viable, and
- has taken into account any substantial risk.

If the explanations provided by the bidder are insufficient or inconclusive, CERN reserves the right to reject the bid.



Remuneration 1/2

The payment of the first invoice by CERN shall be subject to the provision by the contractor of a bank guarantee for the performance of his obligations under the contract.

The bank guarantee, in favour of CERN, shall be issued by a bank approved by CERN, (Rating of BBB+ at least or equivalent, with proof of rating), and shall be valid until the end of the 10 years warranty period after acceptance of the work and for an amount corresponding to:

- 10% (ten percent) of the total estimated amount of the works until two years after acceptance of the works
- 5% (five percent) of the total estimated amount of the works for an additional period of eight years.

The bank guarantee shall be established using the template provided as Annex 1.

REF: section 3 of the form of contract/ section 4.1 of the tender form + Annex I of the tender form

ANNEX 1

To: The European Organization for Nuclear Research
CH-1211 Geneva 23

We, [name] _____ of [address and fax number] _____, have been informed by our clients, [name] _____ ("the contractor"), that they have entered into contract [contract reference] _____ ("the contract") of [date of conclusion of contract] _____ with the European Organization for Nuclear Research ("CERN"). Pursuant to the contract, the contractor is required to deliver a bank guarantee to CERN to guarantee the proper performance by the contractor of his obligations under the contract.

We, _____, hereby guarantee irrevocably and unconditionally, as primary obligor and not merely as a surety, to pay to CERN upon its first written demand the amount stipulated by CERN, up to a maximum amount of [10% of the estimated amount of the contract] _____.

We undertake to make this payment without any deduction, withholding, counterclaim, interpleader, limitation, condition, set-off or any right of objection on our part. We agree that there shall be no obligation on CERN to prove that the contractor is in breach or that CERN has suffered any loss or damage, to show reasons for its demand, or first to make demand on or take any proceedings against the contractor.

We agree that our liability under this guarantee shall not be discharged in whole or in part or otherwise affected by any reason whatsoever, except by our payment to CERN of the maximum amount stated above or by the expiry of this guarantee in accordance with that stated hereunder.

This guarantee shall remain valid and in full force and effect from the date hereof until two years after the acceptance of the works [date] _____, for an amount corresponding to [10% of the estimated amount of the contract] _____.

From [date – two years after acceptance of the works] _____, it shall be reduced to [5% of the estimated amount of the contract] _____, and be valid until 30 days after the end of the ten years warranty period after acceptance of the works, whereupon it shall cease to have effect, save in respect of any demand notified to us prior to the expiry of the said period of 30 days.

We confirm that our obligations under this guarantee are enforceable against us under the laws of the courts that have jurisdiction over our place of establishment. Where they are not enforceable under such laws, we hereby accept the application of Swiss law by such courts.

We agree that we shall not assign, charge or transfer this guarantee to any person under any circumstances.

Any notice or other communication under this guarantee shall be made by fax and by registered letter to the respective addresses and fax numbers set out above.

Date:

Signatures of authorized officer(s): _____



Remuneration 2/2

- **Advance payment:** 10% of the total estimated price (Table 2 of the tender form), will be paid to the contractor within 30 (thirty) days of the signing of the contract, subject to receipt and validation of the corresponding invoice by CERN, accompanied by the bank guarantee referred to above.
- The Work carried out each month shall be **invoiced monthly** in arrears. At the end of each month, the contractor shall forward an invoice equal to **80%** of the verified monthly total.
- **Contractual balance:** the difference between the final contract price (established following verification of the real quantities used and on the basis of the unit prices defined in the DQE) and the amounts already paid by CERN.

Joint inspections will be performed by the Contractor, the Work Directorate and CERN.

REF: section 3 of the form of contract / section 4 of the tender form



VAT



Prices shall take into account CERN's exoneration from VAT and import duties (this exoneration does not apply to the Contractor's tools and equipment, which remain the contractor's property)

Invoicing

Invoices shall be sent by the firm or lead firm only (in case of a combination of firms)

For works executed in France, **invoices shall:**

- be issued through the holder of a French VAT identification code, which shall be stated on the invoice. Other EU VAT numbers are also acceptable without the need of a specific fiscal representative. However a fiscal representative for a non EU firm is necessary
- be drawn up inclusive of VAT (where applicable) indicated in EUR

Form of Contract

The form of contract is part of the tender documents and by submitting its bid, the bidder accepts the conditions set in the form of contract.

Any amendment to the contract will be taken into account in the assessment of the bid and CERN reserves the right to reject any bid which does not comply with the principles set out in the form of contract.



Instructions for submission 1/2

(ref: section 1.4 of the tender form)

- **Cover letter:** List of each clarification correspondence received
- **Tender form:** duly completed, initialled and signed
- **Description and Quantity Estimate (DQE):** duly completed, initialled and signed (the DQE shall be **submitted both in PDF and in excel format**)
- **Technical specification and its annexes:** initialled and signed
- **Form of contract:** initialed



Instructions for submission 2/2

(ref: section 1.4 of the tender form)

- **Insurance certificate**
- **Requirements in terms of electrical Power / storage space**
- **Detailed Planning of the works in an A3 sheet**
- **Description of the methodology chosen**
- **Site installation solution proposed**



e-tendering instructions

- Bids shall in no event be sent by post, e-mail or fax
- All documents comprising the bid have to be uploaded on the CERN e-tendering application by using the button [Submit Bid] in the CERN e-tendering application
- The uploading may take time so we advise you to start at least one hour before the time limit
- In case you do not intend to submit a bid, please inform us, by using the button [Decline] in the CERN e-tendering application
- If you have any problems or enquiries regarding the registration of your firm, the upload of your bid please consult the [FAQ] in the CERN e-tendering application or contact procurement.service@cern.ch

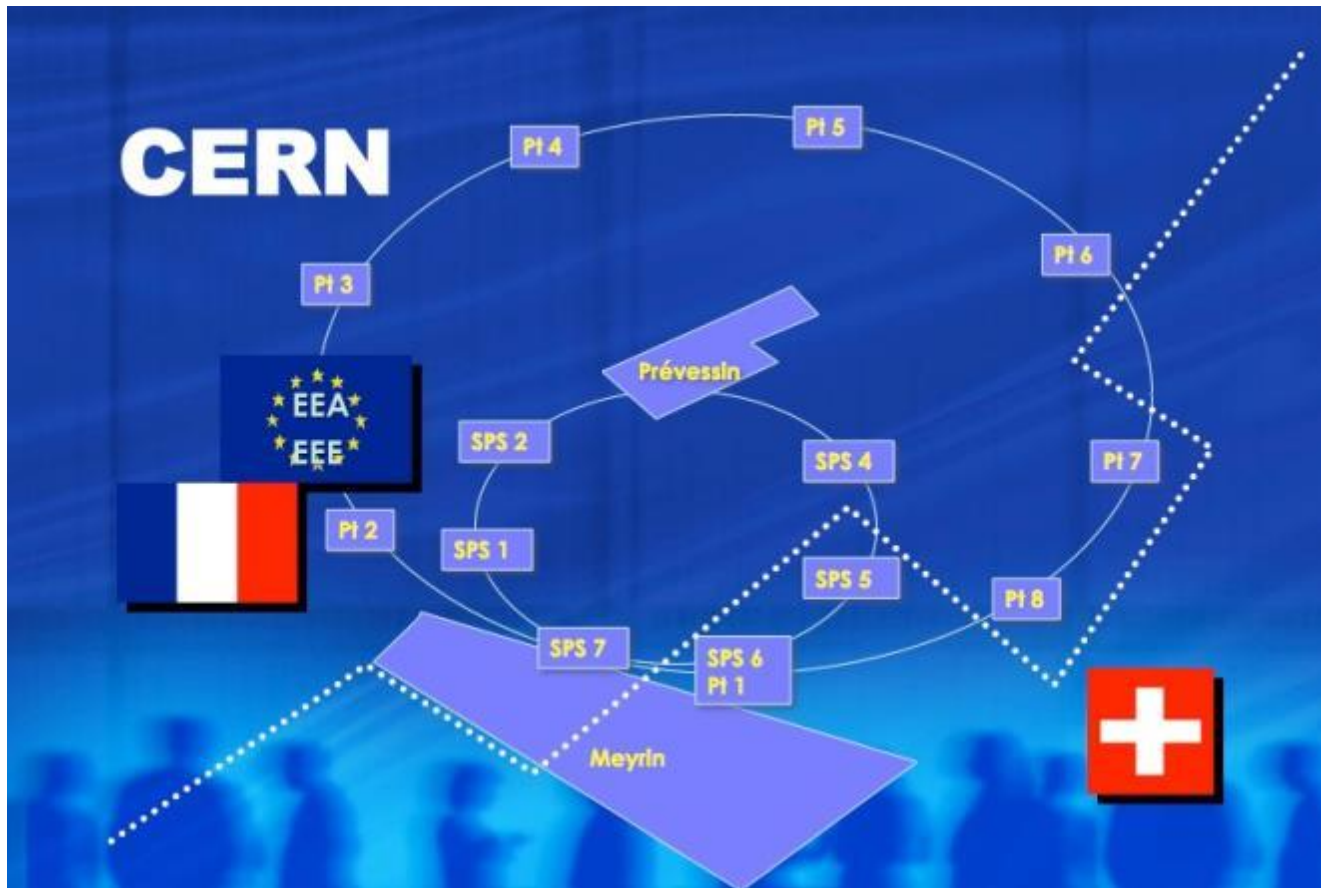


Return Date

Bids shall be RECEIVED by CERN on
16 October, 4 P.M.
at the latest



Law Applicable to Contractor's Personnel



Principle of territoriality

Contractors shall comply with:

- 1. the law of their country of origin, for areas such as hiring, contract termination and personnel representation
- AND
- 2. a number of provisions of French law related to working conditions (incl. collective agreements) as works will be executed on the French part of the CERN site



rest time & leave



the minimum wage



hygiene, safety and health
at work



protection for young
workers and pregnant women
or have just given birth



equal treatment



temporary work

Relations with Host States

France:

Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi (DIRECCTE) Rhône-Alpes – Unité territoriale de l'Ain

34 avenue des Belges

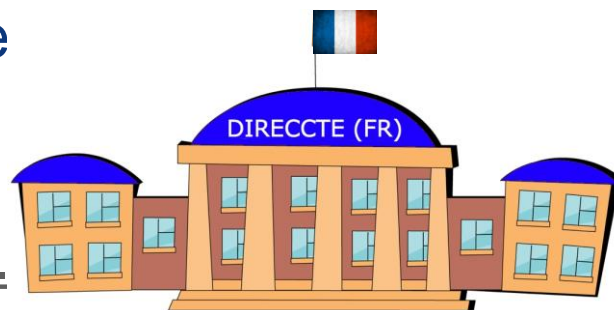
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