



European Court of Auditors

Open procedure No AO 412

**Long term hire, purchase and maintenance of gym
equipment**

ANNEX 2

TENDER SPECIFICATIONS

February 2016

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A. ADMINISTRATIVE PROVISIONS – LOT 1, LOT 2

1. PRELIMINARY INFORMATION CONCERNING THE PROCEDURE

This call for tenders has been issued by the European Court of Auditors (hereafter referred to as “the Court”) who will sign the contract and monitor its implementation.

This open call for tender is divided into two lots:

Lot 1

The subject of this lot is the long term hire of gym equipment for the fitness room at the European Court of Auditors including its installation and maintenance for a 5 year period.

Its estimated value is approximately 150.000 EUR.

Lot 2

The subject of this lot is the purchasing of gym equipment for the fitness room. The estimated value is 20.000 EUR.

Both lots are open procedures for the purpose of concluding direct contracts with one or more economic operators.

For details concerning the products to be provided, please refer to section B.

2. THE TENDER AND THE EVALUATION

The assessment of tenderers and tenders will take place in three main stages.

The aims of each of these stages are:

- to check, in the first stage (**exclusion criteria**), whether tenderers can take part in the tendering procedure and, where applicable, be awarded a contract (see point 5);
- in the second stage, to assess each tenderer which has passed the first stage on the basis of the **selection criteria** (see point 3 of section B for lot 1 and point 2 of section C, for lot 2);
- to assess, on the basis of the **award criteria**, each tender which has passed the first and second stage (see point 4 of section B, for lot 1 and point 3 of section C, for lot 2) and select one tenderer for each lot.

The assessment procedure may end with the award of a contract.

The Court may, before a contract is signed, either abandon the procurement or cancel the award procedure without the candidates or tenderers being entitled to claim any compensation. The decision will be justified and will be brought to the attention of tenderers.

If a tender appears to be abnormally low, the Court may reject it after requesting in writing details of the constituent elements of the tenders, as provided in Article 151 of Delegated Regulation (EU) No 1268/2012 on the rules of application of Regulation (EU, Euratom) no 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, as amended by Commission Delegated Regulation (EU) of 30 October 2015 (hereafter referred to as “rules of application”).

3. ADMINISTRATIVE INFORMATION

The tenderer is requested to provide the following administrative documents:

- **covering letter** signed by an authorised representative of the tenderer, including name, address, fax number and e-mail address of the contact person responsible for submission of the tender;
- a **financial identification form** filled in and signed by an authorised representative of the tenderer. The form must be accompanied by a copy of the bank account identification issued by the bank or a copy of a bank statement. The form is provided in Annex 3 – Form 1;
- the **completed form for identification** of the tenderer as provided in Annex 3 – Form 2; for lot 1;
- in case of joint offer (see Annex 3 form 3 for both lots) a **declaration** based on the model agreement on the “Power of Attorney” signed by the authorised representatives of **all** the partners of the joint offer including the:
 - recognition of joint and several liability by all the partners of the joint offer for the performance of the contract;
 - power of attorney for one of the partners of the joint offer (co-ordinator) to represent the other parties to sign and administrate the contract.
- in case of subcontracting, the **questionnaire for subcontracting** must be provided signed by an authorised representative of the tenderer and of the subcontractor. The form is provided in Annex 3 form 4 for both lots.

4. FORM AND CONTENT OF THE TENDER

Tenders must be clear and concise and assembled in a coherent fashion (e.g. bound or stapled, etc.). The tenderers are required to follow the structure of the model offer attached to the invitation to tender under Annex 3 containing all standard reply forms and listing all the documents that must be supplied in order to tender and the stage of the procurement procedure at which they have to be submitted. If the tender is divided into different files, it is advised to make a table of contents for each file.

Information on the general requirements and on how to submit the tender is provided in the invitation to tender.

Documents concerning administrative information, exclusion and selection criteria as well as technical offer, on the one hand, and financial offer, on the other hand, must be submitted in two (2) separate sealed envelopes, which together are placed in double sealed envelopes as described in the invitation to tender. Each inner envelope must clearly indicate its contents (“administrative information, exclusion and selection criteria as well as technical offer” or “financial offer”).

Please observe that all documentation has to be provided on paper in triplicate (original and two copies), in recto-verso where possible.

5. EXCLUSION CRITERIA

Exclusion from participating in procurement procedures

In accordance with Article 106(1) of the European Parliament and of the Council Regulation No 966/2012 of 25 October 2012 **on the financial rules applicable to the general budget of the Union**, as amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015 – hereinafter referred to as “the Financial Regulation”, a tenderer shall be excluded from participation in procurement procedures if:

- (a) the tenderer, or a natural or legal person that assumes unlimited liability for its debts is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that a tenderer, or a natural or legal person that assumes unlimited liability for its debts is in breach of their obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- (c) it has been established by a final judgment or a final administrative decision that the tenderer, or a person who is a member of the administrative, management or supervisory body of a tenderer, or who has powers of representation, decision or control with regard to a tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which it belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - (ii) entering into agreement with other economic operators with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- (d) it has been established by a final judgment that a tenderer, or a person who is a member of the administrative, management or supervisory body of a tenderer, or who has powers of representation, decision or control with regard to a tenderer is guilty of any of the following:

- (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
 - (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;
 - (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
 - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) a tenderer, or a person who is a member of the administrative, management or supervisory body of a tenderer, or who has powers of representation, decision or control with regard to a tenderer has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- (f) it has been established by a final judgment or final administrative decision that a tenderer, or a person who is a member of the administrative, management or supervisory body of a tenderer, or who has powers of representation, decision or control with regard to a tenderer committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95.

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to the declaration on honour. This does not apply for the situations referred in point (d) above.

Exclusion from awarding of the contract

In accordance with Article 107 of the Financial Regulation, the contract shall not be awarded to a tenderer who:

- (a) is in an exclusion situation established in accordance with Article 106;
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (c) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

Evidence related to the exclusion criteria

A tenderer shall declare, at the moment of submitting the tender, whether it is in one of the situations referred to in Article 106(1) or in Article 107(1). To this end, the tenderer shall provide the **declaration of honour** (Annex 3 Form 5 for both lots), signed by an authorised representative of the tenderer and dated, stating that they are not in one of the situations described above. However, the Court reserves the right to verify the information.

The successful tenderer shall provide, within ten (10) days preceding the signature of the contract, the evidence referred to below, confirming the declaration on honour:

- a) a recent extract from the judicial record;
- b) a recent certificate issued by the competent authorities of the State, confirming payment of taxes. When such document is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment;
- c) a recent certificate issued by the competent authorities of the State, confirming payment of social security contributions. When such document is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.

B. SPECIFIC PROVISIONS FOR LOT 1 : LONG TERM HIRE AND MAINTENANCE OF GYM EQUIPMENT

1. SUBJECT

The subject of lot 1 is the long term hire of gym equipment for the fitness room at the European Court of Auditors. Preventive and corrective maintenance of these machines are also requested for a 5 year period once the machines have been installed.

2. BACKGROUND INFORMATION

The European Court of Auditors has a fitness room measuring approximately 148 sq. metres (see attached detailed plan). Each square metre is capable of supporting a weight of 500 kgs. It is situated at the -1 level in the K2 building. Its opening hours are Monday to Friday 6.30am to 9am and 12pm to 8pm. The room is used by approximately 70 people per day, with a balanced gender mix and covering all levels of fitness and strength, beginners to body-builders. It is not used for physiotherapy or rehabilitation purposes, as there is no permanent professional supervision of the room. The current equipment was installed in 2003 and has been maintained and replaced, when necessary. However, this is now all in need of replacement. The fitness room is available free of charge to agents at the Court and their spouses and adult children although not everyone has continuous access during all opening hours. The room is cleaned daily by an external cleaning company.

3. SELECTION CRITERIA

Technical and professional capacity

Tenderers must have sufficient technical and professional capacities to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and subject.

The technical and professional capacity shall be assessed on the basis of the tenderer's expertise relevant to the required services, in particular with regard to the tenderer's know-how and experience.

The Court requires tenderers to have a considerable and proven experience in supplying and installing gym equipment.

The technical and professional capacity of economic operators will be substantiated by the following documents:

- evidence of five contracts performed within the last five years, relating to the provision of gym equipment to professional gyms (as opposed to a domestic situation) to any private or public gyms (e.g. fitness centres, sporting associations, gyms in public institutions) excluding school gyms. The user profile must be similar to that of the Court (see section 6 below). Contracts that are in the course of being implemented (i.e. goods were ordered but not yet installed) may also be included. For all contracts, the type, brands and technical specifications of gym equipment provided should be detailed;

- evidence of one contract performed within the last three years relating to the maintenance of a fitness room.

The equipment provided must be exclusively for professional use. Any tenderer proposing equipment that can be classified in any other way (for example, semi-professional) will be immediately excluded.

Economic and financial capacity

Tenderers must have sufficient economic and financial capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If the Court has doubts about the tenderer's financial capacity, in the light of the information supplied by the tenderer, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

In order to prove that the tenderer has sufficient economic and financial capacity to perform the contract, the following documentation must be presented:

- Audited financial statements (balance sheets and profit and loss accounts) of the tenderer, for at least the last two financial years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which the tenderer is established does not require publication of balance sheet);
- Declaration on the average annual turnover for the last three years. This must be the turnover figure related only to the subject matter of the contract and the average figure must be at least 300.000 EUR.

If, for some exceptional reason that the Court considers justified, the tenderer is unable to provide the references requested, he may prove his economic and financial capacity by any other means that the Court considers appropriate.

4. AWARD CRITERIA

The award criteria have the purpose to choose between the tenders which have been submitted by tenderers not subject to exclusion and who comply with the selection criteria.

The contract will be awarded to the tenderer who submits the **most economically advantageous tender** on the basis of the criteria set out below and calculated as described in point 8, which takes into consideration both the technical tender and the financial tender.

Documents to be supplied concerning the Technical Offer

The tenderers shall deliver the **technical description** of the proposed products, containing the information listed in point 6. The technical description will be used to evaluate the technical offer.

Evaluation of the Technical Offer

The technical award criteria are intended to assess the quality of the tenders based on the proposal of the tenderer.

As already indicated, the machines proposed must meet the minimum specifications detailed in section 6 of this document. The following elements, not included in the minimum specifications will be awarded up to the points indicated:

No	Technical award criteria	Weighting (maximum points)
1.	Energy consumption (see note 1 below)	5
2.	Proposed layout of the fitness room (see note 2 below)	8
3.	Safety (see note 3 below)	2
4.	Cleaning after use (see note 4 below)	1
5.	Additional weight provided on machines (see note 5 below)	34
Total number of points		50

Notes

1. The technical specifications for each machine supplied must include the energy consumption (maximum power absorption in watts per hour in use, or, if not available, another indicator which can be transformed into this measurement). The Court reserves the right to request additional evidence to verify the energy consumption. Based on the number of machines supplied, the total energy consumption for each tenderer will be calculated (on the assumption that all machines will be 100% in use 5 hours per day, 200 days per year). The tenderer with the lowest energy consumption will be awarded the maximum 5 points. The other tenderers will be awarded points as follows: lowest energy consumption/tenderer's energy consumption * 5.
2. Each tenderer must supply a detailed plan showing the layout of the fitness room with the proposed machines indicated (see annex for the plan of the room). This plan must be to scale and indicate all machines proposed. Points will be awarded for the overall distribution of machines, taking into account groupings of similar types of machines (max. 2 points), optimal use of space (max. 3 points) and ease of movement in the room/manoeuvrability between machines (max. 3 points).
3. Points will be awarded if all the machines are supplied with clear and visible instructions which explain how to use them. These instructions should be imprinted or in booklet form on the weight machines and in booklet form in a holder near the cardiovascular machines (maximum 1 point). These instructions must be included with the technical specifications supplied with the technical offer. Points will be awarded if the machines are simple to use with a minimum of initiation (maximum 1 point).

4. Points will be awarded if the cleaning product proposed for cleaning the machines is ecological (0,5 points) and if the same product is proposed for all machines (0,5 points).
5. Additional points will be awarded if weights in excess of the minimum load are supplied for the machines detailed below (the references used refer to the machines detailed in section B):

W.1 Lat Pulldown : 2 extra points will be awarded if the load is increased to 120kg; this will be reduced to 1 extra point if the load is only increased to 110kg

W.2 Seated Rowing : 2 extra points will be awarded if the load is increased to 120kg; this will be reduced to 1 extra point if the load is only increased to 110kg

W.3 Deltoid Press : 2 extra points will be awarded if the load is increased to 100kg; this will be reduced to 1 extra point if the load is only increased to 90kg

W.6 Seated Dips : 2 extra points will be awarded if the load is increased to 100kg; this will be reduced to 1 extra point if the load is only increased to 90kg

W.7 Abdominal crunch : 3 extra points will be awarded if the load is increased to 80kg; this will be reduced to 2 extra points if the load is increased to 70 kg and to 1 extra point if the load is only increased to 60kg

W.8 Leg extension : 2 extra points will be awarded if the load is increased to 120kg; this will be reduced to 1 extra point if the load is only increased to 110kg

W.9 Leg curling : 3 extra points will be awarded if the load is increased to 80kg; this will be reduced to 2 extra points if the load is increased to 70 kg and to 1 extra point if the load is only increased to 60kg

W.10 Leg press Pulldown : 6 extra points will be awarded if the load is increased to 200kg; this will be reduced by 1 point for every 10kg drop from 200 kg until only 1 extra point is awarded if the load is only increased to 150kg (i.e. 200kg = 6 points, 190kg = 5 points, 180kg = 4 points, 170kg = 3 points, 160kg = 2 points, 150kg = 1 point)

W.11 Adductor : 2 extra points will be awarded if the load is increased to 70kg; this will be reduced to 1 extra point if the load is only increased to 60kg

W.12 Abductor : 2 extra points will be awarded if the load is increased to 70kg; this will be reduced to 1 extra point if the load is only increased to 60kg

Please note that if the adductor and abductor are supplied as one machine the additional points will be adjusted to 4 extra points if the load is increased to 70kg and 2 extra points if it is increased to 60kg.

W.13 Peck Back : 2 extra points will be awarded if the load is increased to 120kg; this will be reduced to 1 extra point if the load is only increased to 110kg.

W.14 Calf raise Pulldown : 2 extra points will be awarded if the load is increased to 100kg; this will be reduced to 1 extra point if the load is only increased to 90kg.

W.15 Dual Adjustable Pulley Pulldown : 2 extra points will be awarded if the load is increased to 100kg; this will be reduced to 1 extra point if the load is only increased to 90kg.

The result of the technical evaluation is the sum of the number of points obtained as a result of the evaluation of each criterion.

The tenderer's proposal shall be binding during the execution of the contract, if the tenderer is awarded the contract.

Documents to be supplied concerning the Financial Offer

For the financial tender, the tenderer must use the annexed price schedule (Annex 3 – Form 5).

The financial tender must fulfil the following requirements:

- **prices must be expressed in euro (EUR);**
- prices should be expressed to a **maximum of [2] decimal places;**
- the prices shall be all-inclusive - calculated to cover all the expenditure borne by the Contractor in the performance of the Contract, including rental costs, maintenance costs, travel and subsistence expenses, delivery costs, consumable and non consumable parts etc.
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT,** as the European Union is exempt from such charges in the Member States under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ C 83 of 30 March 2010). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

Evaluation of the Financial Offer

During this phase the financial offer will be verified for fulfilment of the requirements.

5. FINAL EVALUATION

Only those tenders that have passed the previous stages will be considered for this final evaluation.

The contract will be awarded to the tenderer with the **most economically advantageous tender**.

In order to identify the tender presenting the best value for money, quality will be given a weighting of 50 % and price will be given a weighting of 50 % in accordance with the following formula, using only data from tenders that have reached the final evaluation stage:

$$\text{Score for tender X} = \frac{\text{cheapest price}}{\text{Price of tender X}} * 50 + \frac{\text{Total quality score of tender X (out of 50)}}{50} \bullet 50$$

6. TECHNICAL SPECIFICATIONS

Description of the product

Two types of machine should be supplied:

- Cardiovascular machines;
- Plate-loaded and weight-stacked machines.

The Contractor must certify that the machines supplied are brand new and free from defects. All equipment must be for professional use (ie not for domestic use) and able to withstand continuous usage. All machines must support a user weight of up to at least 150kg.

A technical specification of each machine proposed must be provided, including information on the energy adsorption (maximum power absorption in watts per hour in use). The machines supplied must be identical to those described in the technical specifications.

Cardiovascular machines (referenced with a "C")

11 cardiovascular machines shall be supplied, comprising three treadmills, three elliptical/cross-trainer machines, three upright/standard bikes, one recumbent/horizontal bike and one other machine from the five other machine choices detailed below.

C1. Treadmills:

Speed: 0kph to 15kph minimum

Slope: 0 to 12% minimum

Motor: at least 3 HP

There must be an emergency stop button in case of emergency

A “Quick Start” option must be available

There should be both pre-defined programmes and manual programmes.

C.2 Elliptical/cross-trainer machines, or equivalent

Stride/motion length: at least 45 cm

A “Quick Start” option must be available

There must be a minimum of 8 different difficulty levels

There should be both pre-defined programmes and manual programmes.

C.3 Upright/standard exercise bikes, or equivalent

A “Quick Start” option must be available

The seat must be adjustable

There must be a minimum of 8 different difficulty levels

There should be both pre-defined programmes and manual programmes

C.4 Recumbent/horizontal exercise bikes, or equivalent

A “Quick Start” option must be available

The seat must be adjustable

There must be a minimum of 8 different difficulty levels

There should be both pre-defined programmes and manual programmes

C.5 Flexstrider machine, or equivalent

An “Easy Start” option must be available

There must be a minimum of 8 different difficulty levels

There should be both pre-defined programmes and manual programmes

C.6 Cardio Wave machine, or equivalent

An “Easy Start” option must be available

There must be a minimum of 8 different difficulty levels

There should be both pre-defined programmes and manual programmes

C.7 Stair Climber machine

An “Easy Start” option must be available

There must be a minimum of 8 different difficulty levels

There should be both pre-defined programmes and manual programmes

C.8 Spinning bike

The seat must be adjustable

C.9 Concept2 Rowing machine, or equivalent

In summary, the tenderer must supply 3 C.1 machines, 3 C.2 machines, 3 C.3 machines, 1 C.4 machine and 1 machine from either C.5, C.6, C.7, C.8 or C.9.

Plate-loaded and weight-stacked machines and benches (referenced with a “W”)

The selection must include the following machines and benches (where a choice of machine type is given for a machine, please indicate whether it is plate-loaded (Olympic size only) or weight-stacked). The load indicated is always the minimum. Additional load will be rewarded in the award criteria as detailed in section A above. When a plate loaded machine is proposed, the minimum load indicated for the machine must be supplied in Olympic size plates at no additional cost and any additional charge proposed must also be supplied:

W.1 Weight-stacked Lat Pulldown machine or Lat Pull machine, or equivalent

Load: minimum 100kg

W.2 Weight-stacked Seated row machine (for back training)

Load: minimum 100kg
Seat must be adjustable.

W.3 Weight-stacked Deltoid Press machine/Shoulder Press machine/Overhead press machine, or equivalent

Load: minimum 80kg weight-stack
The seat must be adjustable.

W.4 Weight-stacked or plate loaded Chest Press machine (vertical or inclined)

Charge: minimum 120kg for vertical and minimum 100 kg for inclined weight-stack or equivalent weight of plates
It should be possible to adjust the height of the seats. Olympic size plates only. Please note that the minimum weight in plates must be supplied with the machine if a plate loaded machine is proposed. The cost of these plates must be included in the offer.

W.5 Weight-stacked or plate loaded Curling machine/Biceps curl machine/Curl arm machine/Biceps exercise machine/Arm curl machine, or equivalent

Load: minimum 50kg weight-stack or equivalent weight of plates

The seat must be adjustable. Olympic size plates only. Please note that the minimum weight in plates must be supplied with the machine if a plate loaded machine is proposed. The cost of these plates must be included in the offer.

W.6 Weight-stacked or plate loaded Seated dips/Triceps press machine

Load: minimum 80kg weight-stack or equivalent weight of plates

The seat must be adjustable. Olympic size plates only. Please note that the minimum weight in plates must be supplied with the machine if a plate loaded machine is proposed. The cost of these plates must be included in the offer.

W.7 Weight-stacked Abdominal crunch machine, or equivalent

Load: minimum 50kg weight-stack

Seat must be adjustable.

W.8 Weight-stacked Leg extension machine

Load: minimum 100 kg weight-stack

Seat and/or back rest must be adjustable.

W.9 Weight-stacked Leg curling machine (seated or lying)

Load: minimum 50kg weight-stack for seated and minimum 80kg for lying

The leg stay/roller must be adjustable.

W.10 Weight-stacked Seated/horizontal leg press machine

Load: minimum 140kg weight-stack

The seat or back rest position must be adjustable.

Olympic size plates only.

W.11 Weight-stacked Adductor machine

Charge: minimum 50kg

The starting position of the abductor arms must be adjustable. Please note that a combination Adductor/abductor machine would also be acceptable.

W.12 Weight-stacked Abductor machine

Load: minimum 50kg

The starting position of the abductor arms must be adjustable. Please note that a combination Adductor/abductor machine would also be acceptable.

W.13 Weight-stacked Peck Back machine/Fly-rear Deltoid machine/Peck butterfly machine, or equivalent

Load: minimum 80kg weight-stack

Seat must be adjustable.

W.14 Weight-stacked Calf raise machine/Calf machine/Rotary calf machine

Load: minimum 90kg weight-stack

W.15 Weight-stacked Dual Adjustable pulley machine/Personal trainer

Load: minimum 80kg weight-stack on each side

W.16 Plate-loaded Smith machine Olympic size bar or equivalent assisted bar rack/multipower machine

Adjustable and removable bench must be included.

W.17 Plate-loaded half-rack station/machine

Adjustable bench must be included

Olympic size bar must be included with two Olympic size spring collars

Adjustable safety holders/bars must be included

W.18 Flat bench-press with fixed flat bench

Olympic size bar must be included with two Olympic size spring collars

W.19 Lower back-extension/hyperextension/45degrees bench

W.20 Adjustable abdominal bench/roman chair/crunch bench/board

W.21 Scott bench for bicep curl/Seated curl bench

W.22 Adjustable multipurpose bench

7. DESCRIPTION OF THE RELATED SERVICES

Delivery and installation

The machines must be delivered to the European Court of Auditors in Luxembourg and installed within 5 months of the signature of the contract (see annex 1). The contractor must notify the Court of the exact date of delivery at least ten days in advance. The contractor shall be responsible for installing the machines in the premises of the Court. Work shall encompass any assembling and connecting to existing power and configuration. The machines shall be installed in accordance with the plan submitted by the contractor. Any changes to this plan must be agreed, in writing, beforehand. After delivering and assembling the machines, the contractor shall clean the Court premises of any residue or packaging.

Installation, fitting and configuration must be done to the highest professional standards by fully qualified personnel and in conformity with the instructions set by the manufacturers.

Maintenance

The period of preventive maintenance starts after the qualitative acceptance of the machines by the Court. The preventive maintenance includes complete and thorough revisions and cleaning of all parts of the machines at regular intervals as prescribed by the manufacturer, however the maintenance intervals cannot be longer than the period of 6 (six) months.

The first maintenance check should be carried out between 5 and 6 months after installation and subsequent visits should be between 5 and 7 months of the previous visit. As the machines are subject to independent safety checks by an independent body twice a year, it is preferable that the preventive maintenance takes place just before these visits. A technician from the contractor should also be present during these checks. The contractor will be informed well in advance of the dates of these checks.

The price for the preventive maintenance shall be all-inclusive, it shall cover all controls of the machines as prescribed by the manufacturer, the qualified manpower, travel expenses as well as the replacement of all parts of equipment and accessories which are subject to normal wear and tear. The price must cover all necessary visits for preventive maintenance. Therefore, should the machines supplied require more than a twice-yearly maintenance, the price for maintenance must reflect these additional visits. The description of maintenance services (incl. number of planned maintenance visits, their frequency) must be provided with the technical descriptions of the machines.

The tenderers are requested to provide in the offer a detailed maintenance checklist containing all controls foreseen within the preventive maintenance and indicating the maintenance intervals for each type of control.

The preventive maintenance of the machines must be carried out by a qualified and experienced technician having all registration and regulatory approvals.

The maintenance visit shall take place on a working day, during the working hours of the Court. The date of the maintenance visit shall be agreed mutually between the Court and contractor.

The tenderer is requested to provide a fixed price for preventive maintenance per year in the Price schedule.

Training and machine documentation

A minimum of 1 days training on the machine at the Court's premises in Luxembourg shall be provided to at least two agents of the Court. This training course and the training documentation required shall preferably be in **French** but, if French is not possible, can be offered in **English**. The training course will cover all elements of the utilisation of the machines and how to carry out minor repairs with all different types of materials. As the working languages of the Court are **French** and **English** machine instructions shall be provided in one or both of these languages.

The training course will be provided within 5 working days of the machines being installed. The exact dates of the training shall be mutually agreed. The documentation for both the training course and the machines will be supplied at least 2 working days before the training course.

The price for the training shall be included in the total contract price.

Dysfunction and repair

The contractor will be responsible for correcting any dysfunctions and break-downs of the machines notified by the Court that have not been resolved by the trained agents for the entire duration of the contract.

The repairs to the machines must be carried out by a qualified and experienced technician having all registration and regulatory approvals.

A technician must arrive at the Court within ten working days after notification and the machine must either be repaired or replaced with an equivalent within the same date. A machine shall be temporarily replaced with an equivalent machine (when repair takes more than ten working days) or permanently replaced, if needed, with a equivalent brand new machine free from defects.

The cost of these repairs shall be included in the total contract price.

8. ACCEPTANCE AND QUALITY

The machines shall be considered as quantitatively accepted once they have been installed. Once the training course has been completed, the two agents who have been trained will decide on whether the machines can be qualitatively accepted.

9. PENALTIES

The contractual deadlines must be fully observed. Failure to do so will result in the application of a penalty equivalent to 200 EUR for each working day, due from the first day after the deadline. This penalty shall be deducted from the invoice corresponding to the task affected by the delay.

C. SPECIFIC PROVISIONS FOR LOT 2 : PURCHASE OF GYM EQUIPMENT

1. SUBJECT

The subject of Lot 2 is the purchase of gym equipment.

2. SELECTION CRITERIA

Technical and professional capacity

Tenderers must have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and subject.

The technical and professional capacity of economic operators will be substantiated by the following documents:

- evidence of three similar contracts within the last five years (the same type of equipment and value) with any private or public gyms (e.g. fitness centres, sporting associations, gyms in public institutions) excluding school gyms;
- evidence that the equipment supplied is for commercial use. This can be in the form of certificates from the manufacturers as to the uses and users of the equipment. If this is not available, the tenderer should supply any documentation he considers acceptable and a decision on its validity will be taken on a case-by-case basis.

3. AWARD CRITERIA

The contract will be awarded to the tenderer with the lowest priced offer that satisfies the minimum requirements described in point 4.

Documents to be supplied concerning the Financial Offer

For the financial tender, the tenderer must use the annexed price schedule (Annex 3 – Form 5).

The financial tender must fulfil the following requirements:

- **prices must be expressed in euro (EUR);**
- prices should be expressed to a **maximum of [2] decimal places;**
- the prices shall be all-inclusive - calculated to cover all the expenditure borne by the Contractor in the performance of the Contract, including travel and subsistence expenses, delivery costs, etc.

- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the Member States under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ C 83 of 30 March 2010). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

4. TECHNICAL SPECIFICATIONS OF THE EQUIPMENT

The Contractor must certify that the equipment supplied is brand new, free from defects and will last a minimum of five years with normal professional gym usage.

The equipment provided must be exclusively for professional use. Any tenderer proposing equipment that can be classified in any other way (for example, semi-professional) will be immediately excluded.

36 Dumbbells

2x2kg
2x4kg
2x6kg
2x8kg
2x10kg
2x12kg
2x14kg
2x16kg
2x18kg
2x20kg
2x22kg
2x25kg
2x28kg
2x30kg
2x32kg
2x35kg
2x40kg
2x45kg

Or equivalent with 2-3kg increments

Dumbbell rack to hold all dumbbells supplied

52 Olympic size plates

4x1,25kg

4x2,5kg

10x5kg

10x10kg

10x15kg

10x20kg

4x25kg

Plate rack to hold all plates supplied

6 Olympic size bars (Two Olympic size spring collars must be supplied for each bar)

3 standard bars 20kg (Olympic size)

2 z-bars (Olympic size)

1 hammer curl bar (Olympic size)

Sundry

2 x single handles

1 x straight bar cable handle

1 x reviving curl bar cable handle

1 x tricep pushdown bar cable handle

1 x tricep single rope

1 x tricep rope

1 x close grip seated row/chinning bar cable handle

1 x lat bar double grip cable handle

1 x multi purpose v-bar cable handle.

5. DELIVERY AND ACCEPTANCE

The machines must be delivered to the European Court of Auditors in Luxembourg within 3 months from the signature of the contract. The contractor must notify the Court of the exact date of delivery at least ten days in advance.

The equipment shall be considered as accepted within two weeks of delivery, if no defects have been notified to the contractor.

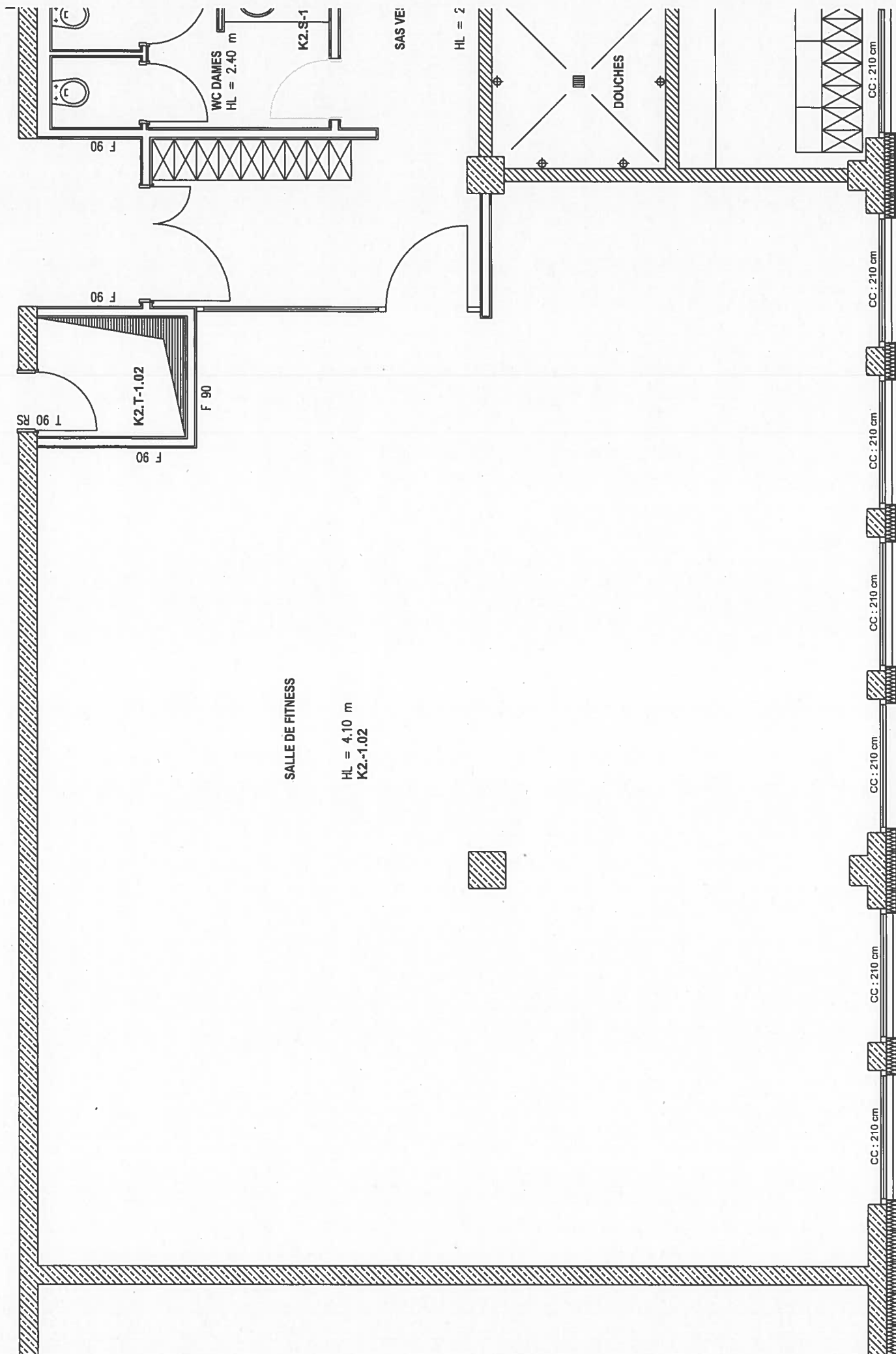
6. GUARANTEE

The guarantee must cover a minimum period of 24 months after the acceptance of the gym machines by the Court. Under the guarantee, the contractor shall be held responsible for the immediate repair, at his own expense, of any breakdowns notified by the Court that occur during the guarantee period. All expenses incurred during the period of guarantee, such as parts replacement, labour and travelling expenses, shall be borne by the contractor. The price for the guarantee shall be included in the unit price for machine.

7. PENALTIES

The contractual deadlines must be fully observed. Failure to do so will result in the application of a penalty equivalent to 50 EUR for each working day.

Should the Court no longer require the products requested, due to the extent of the delay of the delivery, the contract or part thereof will not be remunerated in any way.



NIV. -1.60 = 331.60