

Brussels, 20 December 2016

To whom it may concern.

1. The Conference of European Directors of Roads (CEDR invites tenders for a service contract regarding the following project:

Review of the use and implications of EU Construction Product Regulations on NRAs

2. If you are interested in this contract, you must submit a tender in duplicate, in English not later than 25 January 2017 to the following address:

Conference of European Directors of Roads
Av d'Auderghem 22-28
1040 Brussels
Belgium

Or by email to information@cedr.eu

3. All tender documents shall be perfectly legible so that there can be no doubt as to words and figures.

4. Validity period of the tender: one month as from the final date for submission of tenders mentioned under point 2 above.

5. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are binding on the tenderer to whom the contract is awarded during the performance of the contract.

6. This invitation to tender is in no way binding on CEDR. A commitment will come about only when a contract with the successful tenderer has been signed. Until a contract is signed, the CEDR may decide not to award a contract or to cancel the tendering procedure, without the candidates or tenderers being entitled to claim any compensation. Where appropriate, the decision will be substantiated and brought to the attention of the tenderers.

SPECIFICATIONS

1. Introduction

On 1st July 2013 EU regulation 305/2011 on the harmonised conditions for the marketing of construction products, also known as the “CPR”, came into force after an implementation period of nearly two years. Since the CPR was established in 2011, and certainly since it came into force, multiple issues with respect to the use by and implications for road authorities have become apparent.

Some issues differ from CEDR member to CEDR member, mainly due to differences in interpretation, differences in the way they operate and differences between the national legislation CEDR members have to comply with. But before and during the “CPR workshop” the CEDR technical group on standardisation organised on 10-05-2016, several common issues regarding use and implications have been identified too. Of these issues, some, mostly regarding uncertainties, have been cleared up during the CPR workshop, but others have remained. CEDR therefore seeks an analysis of these common remaining issues.

The analyses could result in a request for an advice on the way best to address the issues identified.

2. Purpose of the contract

The objective of the contract is to provide technical assistance to CEDR. The Contractor will work under the responsibility of CEDR’s Working Group Harmonisation and standards to provide guidance for the Executive Board.

It is foreseen the initial work includes interviews with members of CEDR groups (a.o. “standardisation & harmonisation”) as well as other stakeholders within CEDR member organisations and possibly a short literature study.

The analyses should include the following subjects:

- Public procurement;
 - Open single European market vs safety safeguards (ECJ case C-100/13 & CPR art. 18);
- The process of producing harmonised standards and the role of the EC & road authorities in it;
 - Mandates (EC -> CEN) in relation to specification of infrastructural works;
 - Classes and levels (and their future demise);
- Notified bodies (Technical Assessment Bodies);
 - Quality control on TAB’s;
 - Historical test results;
 - Road restraint systems;
 - ...;
- EAD’s and voluntary CE-marking;
 - How is exhaustiveness guaranteed with CE-marks based on a EAD?
- DOP’s;
 - Communication of product data not allowed on the DOP;
- Retraceability of constituents;
- Boundary between construction products (incl. kits) and civil engineering works.

The analyses shall review these subjects within the framework of the CPR, the public procurement directive (2014/24/EU) and applicable national legislation in relation to the operations of national road authorities. The analyses shall identify for each issue which CEDR members are (negatively) affected and how.

3. Reports and documents to produce

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

A kick-off meeting will take place in Brussels, at the latest 20 days following the signature of the contract, in order to settle all the details of the study, report, etc... to be undertaken.

3.1. Reports

The progress report showing progress of the work shall be submitted to the CEDR at the latest two (2) months after the date of signature of the contract. It will gather all the documents, notes, slides ... provided to CEDR during the first phase of the contract.

CEDR shall have twenty days from receipt to approve or reject the report. Within 20 days of receiving the CEDR's observations, the Contractor will submit additional information or another report.

3.2. Final report

The contractor will submit a final report to the CEDR at the latest four (4) months after the signature of the contract.

CEDR shall have 15 days from receipt to approve or reject the final progress report, and the Contractor shall have 20 days in which to submit additional information or a new final progress report.

3.3. Report format and publication

It is expected that the report shall be published as a CEDR Contractor Report. The template for such reports will be supplied to the Contractor. The report shall be supplied in electronic form in MS Word compatible format.

CEDR may publish the results of the study. For this purpose, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights are expected from the third party.

4. Duration of the tasks

The duration of the tasks shall not exceed four (4) months. This period is calculated in calendar days.

5. Place of performance

The tasks will be performed on the Contractor's premises. However, meetings between the contractor and CEDR may be held at CEDR's premises in Brussels or the premises of one of CEDR's members as appropriate.

6. Estimate of the amount of work involved

The maximum budget allocated for the task is 15,000 Euro.

7. Terms of payment

Payments shall be made on completion of the work and the approval of CEDR. Requests for interim payments shall be specified in the tender submission.

8. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

9.1 Section One: administrative proposal

This section must provide the following information;

- Name of the tenderer
- Legal status of the tenderer
- Date of registration
- Country of registration
- Registration number
- VAT number
- Address
- Address of registered office of tenderer
- Contact Person
 - Full name and title
 - Position (e.g. manager):
 - Telephone number(s)
 - E-mail address:
- Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties

The tender must include the Declaration by an authorised representative of the organisation I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. (Name and signature). See also Section 10.

All tenderers must be prepared to provide proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or provide a declaration or certificate.

9.2 Section Two: Technical proposal

The technical proposal must provide all the information needed for the purpose of awarding the contract.

The expert(s) that will carry out the work must have expertise in the following domains:

- Application of EU legislation in the construction/infrastructure sector
- Collection and evaluation of stakeholder views

- Production of technical reports in plain English
- Other.....

Evidence of this capacity shall be demonstrated on the basis of the following documents:

- references of previous studies, press articles or books
- CVs of their expert(s): Tenderers should provide with their offer detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

9.3 Section Three: Financial proposal

- All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:
- The tender must detail the hourly rate for each person dedicated to the contract and their planned number of hours. The tender should include all expenses, such as travel expenses and daily allowances.
- A budget of 15,000 € is foreseen for the contract..
- Prices must be quoted in euros, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the rates because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices for tenders submitted outside Belgium should be quoted free of VAT, as the CEDR will require invoices to be issued using the reverse charges mechanism quoting the VAT registration number of both the Contractor and CEDR ().
- The contract price and cost rates shall be fixed and not subject to revision during the performance of the contract.

10. Exclusion criteria (exclusion of tenderers)

10.1. Exclusion criteria (financial and legal)

To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations :

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity.

10.2. Other cases of exclusion (conflicts of interest)

Contracts will not be awarded to tenderers who are subject to a conflict of interest;

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

10.3 Declaration to be provided by the tenderers

When submitting their bids, each tenderer shall provide a declaration stating that they are not in one of the situations mentioned above.

11. Selection criteria (selection of tenderers)

To be eligible, the tenderers must have the technical and professional capacity to perform the tasks required in this call for tender.

12. Evaluation of tenders – award criteria

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.