

FINANCE AND PROCUREMENT

RS/PRO/CALU/(RB)2014/1527  
Thessaloniki, 18 June 2014

## OPEN INVITATION TO TENDER

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**TITLE: AO/RES/SAN-SAK/Helpdesk/006/14**

**“ICT Helpdesk Services”**

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REFERENCE: Contract notice - 2014/S 111-195341 of 12/06/14

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Dear Sir/Madam,

We thank you for the interest you have shown in this tender procedure.

The purpose of this tender and additional information necessary to present a tender can be found in the attached Tender Specifications. You should note however the following important points concerning the submission of a tender and its implications.

1. Tenders (and documents included in them) should be submitted preferably in English, but in any case in one (or in any) of the official languages of the European Union.
2. Tenders may be submitted exclusively in one of the following ways:

**(a) by post** to be dispatched **not later than the date and time specified in the timetable in point 8 below**, in which case the evidence shall be constituted by the date of dispatch on the postmark or the date of the deposit slip, to the following post address of Cedefop :

**European Centre for the Development of Vocational Training (Cedefop),  
Procurement Service, Attention of Mr G. Paraskevaïdis  
PO Box 22 427  
GR – 55102 Thessaloniki, Greece**

**Important:**

*If using a postal service, tenderers must use a registered, reliable one. If no postmark has been stamped or if the postmark is not legible, Cedefop will accept deposit slip issued by the postal service, provided that this clearly indicates the date as filled in by the post office and not by the tenderer.*

*Tenderers shall inform Cedefop by e-mail ([c4t-services@cedefop.europa.eu](mailto:c4t-services@cedefop.europa.eu)) or fax (+30 2310 490028)*

- ✓ *that they have submitted an offer in time, and*
- ✓ *that they request Cedefop to confirm receipt of the e-mail or fax.*

**Tenderers should not attach** their offer to any of the above informative e-mail or fax.

or

**(b1) by courier service** to be dispatched not later than **the date and time specified in the timetable in point 8 below**, in which case the evidence shall be constituted by the date of dispatch to the address below or the date of the deposit slip,

or

**(b2) delivered by hand** not later than **the date and time specified in the timetable in point 8 below**, in which case a receipt must be obtained as proof of submission, signed and dated by the official in the above mentioned Service who took delivery,

to the following address (for points **(b1)** and **(b2)** above):

**European Centre for the Development of Vocational Training (Cedefop),  
Procurement Service, Attention of Mr G. Paraskevaidis  
123, Europe Str,  
GR-57001 Thessaloniki-Pylea, Greece  
Tel: +30 2310 490111 / 490 064**

Please note that Cedefop is open from 09h00 to 17h00, Monday to Friday. It is closed on Saturday, Sunday and Cedefop holidays.

3. Tenders must be submitted strictly adhering to the following.

Tenders must be submitted in a sealed envelope itself enclosed within a second sealed envelope. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The **outer envelope**, addressed simply to Cedefop (address depending on the means of submission, see point 2 above), should only bear additionally **the name and address** of the sender.

The **inner envelope**, addressed to the Procurement Service as indicated under point 2 above, must bear a self-adhesive label with the indication **“Open Invitation to tender – Not to be opened by the internal mail service”** and all the necessary information, as shown below:

<p><b>OPEN INVITATION TO TENDER</b></p> <p><b>CEDEFOP No: AO/RES/SAN-SAK/Helpdesk/006/14</b> <b>“ICT Helpdesk Services”</b></p> <p><b>Name of tenderer: .....</b></p> <p><b>NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE</b></p>
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The inner envelope must also contain three sealed envelopes, namely, Envelope A – “Supporting Documents”, Envelope B – “Technical Proposal” and Envelope C – “Financial Proposal”. The content of each of these three envelopes is described in section 6 of the attached Tender Specifications.

Tenderers should not disclose their financial offer in any part of their tender other than the sealed envelope C, not even disclose the total amount of their financial offer on the cover letter.

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible. It is mandatory to include in the offer a **Cover Letter, signed by the person/s that is/are authorised to sign the contract in case of contract award, stating that the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure** (see also point 1 of the Tender Specifications).
5. **Submission of a tender implies acceptance of all the terms and conditions set out in this Invitation to Tender, in the specifications and in the draft contract and**, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.
6. The opening of tenders will take place at Cedefop on the date and time specified in the timetable in point 8 below. Each tenderer may be represented at the opening of tenders by one person. The name of the person attending the opening must be notified in writing by fax (Fax No +30 2310 490 028) or by e-mail ([C4T-services@cedefop.europa.eu](mailto:C4T-services@cedefop.europa.eu)) at least two working days prior to the opening session.
7. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

#### 7.1 Contacts before the final date for submission of tenders:

- At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the tender documents. Any request for additional information must be made in writing by e-mail ([C4T-services@cedefop.europa.eu](mailto:C4T-services@cedefop.europa.eu)) or by fax (fax No +30 2310 490 028).

**Requests for additional information/clarification (if any) from potential tenderers should preferably be written in English and should be received by the date and time as specified in the timetable in point 8 below. No such requests will be processed after that date.**

- Cedefop may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

The Answers/Clarifications of Cedefop to the requests for additional information or clarification of the tenderers, including that referred to above, will be published on Cedefop's website under the same link where this Open Tender Procedure is announced (<http://www.cedefop.europa.eu/EN/working-with-us/public-procurements/calls-for-tenders.aspx>). **Tenderers must ensure that they visit regularly the site for updates up to the closing date for receipt of tenders.**

#### 7.2 Contacts after the final date for submission of tenders and before opening:

- Tenderers should not contact the Contracting Authority (i.e. Cedefop) on their own initiative.
- Tenderers are not allowed to amend their offers, e.g. by completing the documents they sent, replacing them with amended ones or sending new documents initially not

included in the tender, as this may lead to rejection of the tender at a later stage. Any such need for additional information/document identified by the Evaluation Committee during the evaluation process will be notified to the tenderer concerned at Cedefop's initiative, providing for a reasonable deadline for response (see also the provisions under the heading below).

### 7.3 Contacts after the opening of tenders:

- Tenderers should not contact Cedefop on their own initiative at that stage.
- If clarification on the compliance with the Eligibility and/or Selection Criteria is required or if obvious clerical errors in the tender need to be corrected Cedefop may contact tenderer/s in writing to obtain further clarification or documents on specific points of the tender or to correct obvious clerical errors.
- If the necessary information and/or supporting documents for the assessment of an award criterion are missing, these may not be requested as clarification if this might alter the proposal. Any requests for clarification in that regard should not lead to amendment of the terms of the tender. Tenderers must not modify their tender or add any new elements to it. The reply must therefore make clear reference to the relevant information already present in the file. This will serve solely the purpose to provide the Evaluation Committee with a clarification regarding the technical proposal provided the terms of the tender are not modified as a result.
- In regards to possible clarifications on obvious clerical errors in the Financial Offer, tenderers must not add any new prices, but only explain the quotation on the basis of elements and prices already present in the offer. In case a tenderer alters his financial offer during a clarification (beyond the correction of any obvious clerical/calculation errors), this offer will be automatically rejected.
- Tenderers should be prepared to reply to such requests for clarification within a short reasonable deadline as it will be stated in the request for clarification.

### 8. Timetable:

	DATE	TIME
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	24/07/2014	17.00h
Last date on which clarifications are issued by Cedefop	< as soon as possible >	N/A
Deadline for submission of tenders (hand delivered)	01/08/2014	17.00h
Deadline for submission of tenders by post / courier	01/08/2014	N/A
Validity of the tenders	01/02/2015	N/A
Tender opening session	18/08/2014	11.00h
Estimated contract signature date	15/10/2014	

9. Tenderers must maintain the validity of their tender for at least 6 months following the deadline of submission of tenders.

In exceptional cases, before the period of validity expires, Cedefop may ask the tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain his tender for a further period of 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 6 months irrespective of the date of notification.

10. All costs incurred in preparing and submitting tenders should be borne by the tenderers.
11. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. If such decision is taken, the tenderers will be notified accordingly.
12. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon:
  - The signature of an Order form under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.
13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:  
[http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data

14. Your personal data (name, given name if natural person, address, legal form, registration number and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:
  - the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on [http://ec.europa.eu/budget/info\\_contract/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/info_contract/legal_entities_en.htm)), or
  - the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on [http://ec.europa.eu/budget/library/sound\\_fin\\_mgt/privacy\\_statement\\_ced\\_en.pdf](http://ec.europa.eu/budget/library/sound_fin_mgt/privacy_statement_ced_en.pdf)).
15. All tenderers will be informed in writing of the results of this tender procedure.
16. Once Cedefop has opened the tender, the document shall become the property of Cedefop and it shall be treated confidentially.
17. You will be informed of the outcome of this procurement procedure by e-mail. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check it regularly.

Yours sincerely,

G. Paraskevaïdis  
Head of Finance and Procurement

Attached: Tender Specifications

# **OPEN INVITATION TO TENDER**

**AO/RES/SAN-SAK/Helpdesk/006/14**

**“ICT Helpdesk Services”**

**Tender Specifications**

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## Introduction to Cedefop: Europe's agency for training policy

Source: <http://www.cedefop.europa.eu/EN/about-cedefop.aspx>

To provide people with the skills they need, vocational education and training systems (VET) need to adapt quickly to changing demands. European VET policy's central aim is to promote excellence through VET. To make it both an attractive learning option for the brightest and best young people and adults and an effective way of helping those with low levels of qualification to develop their skills.

Cedefop (the European Centre for the Development of Vocational Training), founded in 1975 and based in Greece since 1995, is a European Union (EU) agency. It supports the European Commission, Member States <sup>(1)</sup> and social partners by helping design VET policies that promote excellence and social inclusion and strengthen European cooperation in VET.

### Cedefop's objective and priorities for 2012-14

Cedefop's activities are guided by its strategic objective and medium-term priorities 2012-14. Cedefop's strategic objective is to contribute to designing and implementing policies for an attractive VET that promotes excellence and social inclusion and to strengthening European cooperation in developing, implementing and analysing European VET policy. This objective is supported by three priorities:

- **Supporting modernisation of VET systems**

Modern VET systems must be relevant to individual and labour market needs. They should take into account learning acquired in different ways (for example through work experience) and at different times and allow people to move between countries and sectors.

Member States decide national VET policies and Cedefop monitors and reports on the reforms and changes they make to their systems. Cedefop also works to improve international VET statistics.

European cooperation in VET, led by the European Commission working with Member States and social partners, has agreed shared objectives. As part of this cooperation, Cedefop has helped develop, and is now working to implement, common European tools and principles, which aim to make it both easier to work and study abroad and move between different parts of a national education and training system (for example between general and vocational education).

- **Careers and transitions – Continuing VET, adult and work-based learning**

Today, people are likely to change jobs more often. Cedefop is looking at how continuing training and work-based learning for adults can help people to manage their careers better and improve their job prospects. Cedefop is also examining how work-based learning for adults can help enterprises to deal with technological change, generate innovation and increase competitiveness. New demands are also being made of VET teachers and trainers and Cedefop is looking at their changing roles and their skill and learning needs.

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<sup>(1)</sup> ) Cedefop also works with Iceland and Norway.

- **Analysing skills needs to inform VET provision**

Europe's growth and competitiveness will be held back if people's skills do not meet job requirements. Unemployment currently coexists with skill shortages. Understanding and anticipating the skills required helps ensuring that training meets labour market needs. It helps to promote a better match between individuals' potential and job requirements.

Cedefop's skill needs analysis provides insights into the trends that influence skill supply and demand and the imbalances that may arise both in the EU and individual Member States. Cedefop is also finding out more about sectorial and occupational developments, such as the demand for 'green' skills for sustainable growth and, as the population ages, the potential for jobs creation and impact of skill needs of the 'silver' economy.

### **Cedefop's information**

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal [www.cedefop.europa.eu](http://www.cedefop.europa.eu). The web portal provides news on Cedefop's major themes "Identifying skills needs", "Understanding qualifications", "Analysing policy" and "Developing lifelong learning". All Cedefop publications are available for download. Cedefop hosts and organises conferences and events throughout the year.

In addition to its web portal [www.cedefop.europa.eu](http://www.cedefop.europa.eu), Cedefop's work can be followed on Facebook at [www.facebook.com/cedefop](http://www.facebook.com/cedefop) and Twitter at [www.twitter.com/cedefop](http://www.twitter.com/cedefop).

## 1. OVERVIEW OF THIS TENDER PROCEDURE

In submitting his tender in response to this tender procedure, the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale and terms of business may be, which he hereby waives. No account can be taken of any reservation or disclaimer expressed in the tender as regards the tender dossier's Tender Conditions and Specifications and the Contract's Special and General Conditions. If necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 7 of the Invitation to tender. Any reservation or disclaimer may result in the rejection of the tender without further evaluation on the grounds that it does not comply with the conditions of the Tender Dossier.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a Technical and Financial Proposals containing all the required information and documentation may lead to the rejection of the tender.

### 1.1. Description and type of the contract

- a) Title of the contract: "ICT Helpdesk Services"
- b) Short description of content of this contract: The specifications and requirements in this document constitute a call for tenders for the provision of services related to first level support and assistance to Cedefop's ICT users as well as the performance of a series of supporting activities to Cedefop's ICT Service, according to herein specified requirements. Such activities are commonly known as Helpdesk or Service Desk activities.
- c) Type of contract: The market award will result in a Framework contract based on the draft in Annex B. That framework contract, of which the technical specifications and the successful tenderer/contractor's full offer (including the proposed Service Level Agreement) will be an integral part, shall lay down the legal, financial, technical and administrative provisions governing the relations between Cedefop and the Contractor during the period of its validity.
- d) Framework Contract: The services will be provided following the signature of Order forms throughout its validity. The number and content of Order Forms will depend on the needs of Cedefop.

### 1.2. Place of delivery or performance

The tasks must be performed in the Cedefop premises in Thessaloniki.

### 1.3. Division into lots

This tender procedure is not divided into lots.

#### 1.4. Variants

Tenderers **may not** offer variant solutions to what is requested in the tender specifications. Cedefop will disregard any variants described in a tender, and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the tender specifications.

#### 1.5. Value or quantity of purchase

The estimated budget for the required services described in this call for tenders is of the order of **2200 person-days**, over a four (4) year period. Tenderers should be aware that the information on volume is purely indicative, shall not be binding on Cedefop and should not be considered as a warranty as to the final value of the contract. The sum of the amounts of the successive Order Forms that will be issued after the Framework Contract is signed may not reach the a.m. estimated value for the Framework Contract. Cedefop will be contractually bound only by the amounts effectively entered in the successive signed Order Forms. The total value of the framework contract will ultimately depend on the orders which Cedefop may place through Orders Forms.

#### 1.6. Duration of the contract

The contract shall enter into force on the date of signature of the last contracting party, shall have initial duration of one (1) year and will be **automatically** renewed up to three (3) times, each for an additional period of one (1) year, covering a total acquisition period of four (4) years (1+1+1+1).

#### 1.7. Main terms of financing and payment

Payments will be made within 60 days of submission of invoices and at the conditions set out in the draft contract.

Regular activity timesheets on a monthly basis (broken down to daily presence and using a clock-in/clock out system operated by Cedefop) shall be attached to the invoices submitted for the approval of the responsible person in ICT Service.

## 2. TERMS OF REFERENCE

### 2.1. Introduction

Provision of Helpdesk activity shall cover on-site first level technical user support and call centre services.

Services shall be provided almost exclusively in English and for their major part at the Centre's premises (approximately 150 users).

Such services involve **remote** support to Cedefop's Brussels office (1 to 3 users).

### 2.2. Working conditions and environment

#### 2.2.1. Place of delivery of services

The Centre is situated about 800m from the Praktiker crossroads at Pylaia, Thessaloniki, Greece (see official address on this document). Access to the Centre is by bus on a limited schedule. The contractor undertakes to cover the cost of transport and to get to work on time.

Due to specific circumstances the Contractor may be required to supply services out of Cedefop's premises. In such cases, the Centre, in accordance with its internal regulation, shall cover per diem and transport costs as appropriate (see Annex III of Draft Framework Contract in Annex B).

#### 2.2.2. Work Schedule

Helpdesk services shall be supplied daily, Monday through Friday from 08:00 to 18:00 (with a half-hour lunch break), broken into two shifts, *early* and *late* shift. In details:

- person A starting 08:00 to 17:00 and
- person B starting 09:00 to 18:00

Exceptionally, the contractor shall be able to provide service on weekends/holidays and to work overtime (after 18.00) upon Cedefop's requests. The Centre shall inform the Contractor in writing of such needs at least two working days in advance. The cost of all extra-timeframe periods is foreseen and requested in the Financial Offer.

For Telecom and Audio support services the work schedule is from 09:00 to 05:00 plus a half-hour lunch break.

#### 2.2.3. Work environment

The Centre provides at its premises a Help Desk office and equipment (PCs, cordless telephone, ICT Storage Room etc.) necessary for the smooth performance of the contractor's services. It may also offer the possibility of specialized trainings on specific ICT subjects and functionality specific to the Centre. These specialized trainings will be given by Cedefop's ICT staff and their duration will not be counted as contractor's working time.

The official working language (oral and written communication) is **English** and the Centre's PC environment is also in **English**. The second most widely spoken language is Greek, followed by French and German.

The Centre operates a staff cafeteria & canteen serving lunch from 13:00 to 14:30. The cost of meals ranges from 3.60€ – 7.00€, and shall be solely covered by the Contractor if his staff wishes to use it.

#### 2.2.4. Holidays

Cedefop observes most Greek holidays and is closed for additional days every year; the holiday schedule of each year is made available before the closing of the previous year. Please find below an indicative Cedefop holiday list for 2014:

Date	Description
1 January	New Year's Day
6 January	Theophany
3 March	Ash Monday
25 March	Greek National Holiday
17 April	Maundy Thursday (Orthodox/Catholic)
18 April	Good Friday (Orthodox/Catholic)
21 April	Easter Monday (Orthodox/Catholic)
1 May	Labour Day
9 May	Anniversary of the Declaration made by President Robert Schuman in 1950
9 June	Whit Monday / Agiou Pnevmatos
15 August	Assumption Day
28 October	Greek National Holiday
24 December to 31 December (6 days)	Christmas and end of year closure

#### 2.3. Scope of services to be provided under this call for tenders

Help Desk shall respond to all user phone calls, e-mails and walk-ins and keep a daily register of problems encountered and solutions found, and of efforts made to find solutions. It shall assist employees in the use of programs, either by resolving simple problems or questions or by making useful suggestions. It shall maintain and update a database of all calls, using a dedicated service desk system that Cedefop uses (based on JIRA, <http://www.atlassian.com/software/jira>). In addition it will use (CENTREON) software that provides the status of ICT resources and responds to its alarms and thresholds and Lansweeper for asset management of ICT infrastructure. The Helpdesk shall also support remotely the Cedefop Brussels office for all its ICT needs on PC, printing, network access, etc.

A more analytical (though not restrictive) list of tasks is given below:

**2.3.1. Day to day routine tasks.**

1. First level support to Cedefop users covering all aspects of ICT. In details:
  - Hardware issues regarding each user's Personal Computer and/or Monitor/Screen and other assigned peripherals (i.e. personal printers, scanners) as well as laptops
  - Questions or issues regarding Operating Systems
  - E-mail and internet connectivity issues that affect users
  - Office automation platform issues including formatting, converting or transmitting documents
  - All other software issues like antivirus, compression tools, multimedia utilities and other small tools used in-house.
2. Troubleshooting and management of peripheral devices; a task which involves:
  - Replace consumables such as toner cartridges, fuser appliances, staples etc.
  - Fix small malfunctions such as paper jams, cabling problems etc.
  - Report to servicing companies major errors and keep track of visit repairs and log all communications.
3. Escalate problems to 2<sup>nd</sup> level of support. In details:
  - All Operating System and software applications problems to Cedefop's 2<sup>nd</sup> level support staff (internal or external).
  - All technical failures of hardware (PCs, printers etc.) to external companies utilising establish contracts of ICT service.

**2.3.2. Periodically recurring tasks.** User initiation and basic user training, a task which involves:

- Establishing user's ICT environment
- Basic user initiation to Cedefop's ICT infrastructure
- Basic user initiation to Cedefop's ICT software and application usage.

**2.3.3. Monitoring ICT infrastructure tasks.** The Helpdesk shall keep continuous monitor of all ICT infrastructure, a task that involves:

- Keep track of location of each ICT item (PCs, Monitors, Printers, Faxes and any other peripheral). Notify in writing the inventory manager or the inventory application of any location change (update)
- Assist in user moves between offices and keep a record of any (ICT and telecom related equipment) changes as above
- Keep all spare ICT items in the allocated ICT storage room
- Assist ICT service staff in new ICT items reception and declassification processes.

**2.3.4. Conference support tasks.** As Cedefop is hosting several conferences annually at Cedefop premises but also in hotels in the vicinity, there is a need of ICT technical support before, during and after these events. In detail:

- Prepare conference rooms to accept delegates and their presentations
- Assist delegates with their equipment (laptops, handheld devices) in connecting to Cedefop's ICT infrastructure (wi-fi network)
- Assist Cedefop staff in organising their conferences providing the appropriate ICT logistical support only as regards IT matters
- Return material back to their storage and put rooms/cabling in order.

**2.3.5. Telecommunication support tasks.** Tasks to be performed (on site):

1. Day to day management of the Telephone installed Basis (TIB) including troubleshooting of telecom equipment (phones, faxes, teleconferencing and videoconferencing devices and services)
2. Active on site assistance in the setting up and configuration of telephone devices connected to the Ericsson 1800 DECT Telephone Centre (cordless digital telephony)
3. Active on site assistance in the setting up and configuration of telephone devices connected to the Siemens Hipath 4000 PBX
4. Log and implement user requirements on the configuration of PBX stations, access, groups, tables, short dialling, pins, using the Hipath 4000 v2.0 assistant software
5. Perform on spot installation, removals, replacement, trouble-shooting and diagnostics of the voice communication systems of Cedefop (analogue, digital, wireless, ISDN, cellular)
6. Produce regular reports and statistics on the use of the telecom infrastructure in view of monitoring cost saving plans by following up changing costing patterns of the market and technology trends
7. Monitor suppliers' invoicing and billing including drafting of correspondence with suppliers to address emerging issues
8. Train new staff on the functions of the telephones (Siemens OptiSet and OmniPoint series devices) in conjunction with the offered features and available services of the Hipath 4000 Telephone Centre (i.e. Executive/Secretary function, hunt group function, call forwarding, variable call forwarding, call back function, call park, call pick-up2, call transfer, call conference, etc.)
9. Draft and maintain required documentation destined to users and administrators relating to the above fields and required expertise
10. Assistance to users of Cedefop's mobile telephony devices.

**2.3.6. Conference Audio/Video support.** Tasks to be performed (on site):

1. Provide assistance to Cedefop dedicated staff as regards the functioning of the conference rooms and their Audio/Video and lighting equipment, i.e. Microphones, speakers, audio consoles, video input/output, streaming and video-on-demand as well as lighting equipment
2. Assist speakers and conference participants with their ICT related media/presentations and their integration to the existing conference halls.

**2.4. Technical Environment**

The abovementioned Helpdesk services will be focused on dealing with the following ICT infrastructure:

1. Current indicative Hardware:
  - PCs: Dell (various Optiplex models)
  - Servers: Hewlett Packard (Hewlett Packard Proliant, Rackable or Blades)
  - Laptops: Fujitsu (80%), Dell (20%)
  - Network: Ethernet (10GB backbone between floors, 1 GB to clients). All network appliances are Cisco.
2. Current indicative software
  - Server operating system: Windows 2008R2 / 2012 Server Active Directory Domain, Single Forest, Dual Site. Group Policies are in effect for administration purposes
  - RDBMS: Microsoft SQL2005/2008R2/2012, SYBASE v15
  - Client operating system: MS Windows 7 Enterprise
  - Office Suite: Microsoft Office 2010 Suite (including some Visio and Project installations)
  - Mail infrastructure: Microsoft Exchange 2010 on server-side, Outlook 2010 client side, Outlook Web Access to remote or travelling users

- Anti-Spam central software: Clearswift's Mailsweeper
  - ERP platform: Internally developed client-server supported on a Sybase RDBMS using Power Builder v12.5
  - Web Development Tools: .NET
  - DTP Tools: Adobe CS Suite, Adobe Acrobat Pro X
  - Antiviral protection: F-Secure Client Security centrally managed.
3. Cedefop's printing and other peripheral devices. Main printing infrastructure is based on the combination of the following devices:
- Multifunctional devices: Xerox Workcentre 7525 and 7835
  - Monochrome Printers: Lexmark T654 and Lexmark MS810 series
- Additional printing equipment present:
- Monochrome Printers: Packard LaserJet (LJ 4xxx), Xerox 4510, Xerox 3600 and some standalone HP DeskJet
  - Colour Printers: Xerox 77xx, 6180 and some standalone HP DeskJet
  - Scanners: a few mainly personal Hewlett Packard and Canon.

#### 4. Specialised software

The ability to support specialised software such as collaborative applications (Web Content Management systems: OpenText Livelink; Reddot) and ERP applications will be appreciated.

#### 5. Telephony infrastructure

Cedefop's telecom infrastructure includes a set of PBX systems (Hipath 4000 and an Ericsson 1800 Dect), PRI and BRI ISDN telephone lines, Video-conference systems, a series of over 20 mobile subscriptions for GSM, GPRS, 3G and roaming services.

#### 6. Audio/Video Conference infrastructure

The current conference halls are equipped with translation booths and there are plans to establish additional meeting rooms and ICT training rooms where the Helpdesk assistance and support will be provided. In details:

- *Europa* room, capacity 200 with 12 translation booths
- *Montessori* room, capacity 70 with 5 translation booths
- *Rousseau* room, capacity 30 with 3 translation booths
- Two control rooms, one for *Europa* and one for *Montessori* and *Rousseau*
- All rooms are equipped with video projectors
- All microphone equipment are Philips LLB, some with voting capabilities
- Yamaha audio consoles
- Extron Video switchers
- Panasonic Video consoles.

### 2.5. Framework and conditions of services provision

In providing his services the future Contractor shall be required to offer at least the following (minimum requirement):

1. A team to perform tasks and duties described under §2.3.1 to §2.3.4. The Contractor shall foresee a core team of two persons and at least one substitute that would be available in case of absence or during period of extraordinary workload.
2. A team of at least two persons (one of which would act as a substitute in order to prevent interruption of services) assuming the tasks described in §2.3.5.
3. A team of at least two persons (one of which would act as a substitute in order to prevent interruption of services) assuming the tasks described in §2.3.6.

Details on the profile requirements for the above described persons can be found in §2.8.

### 2.6. Contract performance indicators

Cedefop will evaluate the Contractor's performance on the basis of:

- adherence to the working hours by assigned staff (contractor's monitoring)

- contractor staff becoming unavailable should be replaced by maximum the next business day
- the activity reports created by the logging of Helpdesk calls
- performing user survey once per year
- matching quality procedures announced by the Contractor against their actual application throughout the Contract execution on a regular basis, i.e. every semester.

The conclusions from such evaluation shall be discussed with the Contractor and shall form the basis for possible successive contract renewal decisions as per point 1.6.

### **2.7. Service Level Agreement (SLA) for the Helpdesk performance**

A Service Level Agreement will be established with the following minimum principles and standards:

1. Respect of working hours and conditions set in §2.2.1.
2. Prioritisation of calls, incidents and problems reported
  - The Contractor shall define at least two priority types (1 and 2).
  - Depending on the type of calls different resolution times will be assigned.
3. Initial response times
  - Calls must be answered by a Help Desk staff member within 2 minutes.
  - Problems received by email should, at a minimum, receive an acknowledgement within ½ hour.
4. Resolution times
  - Problems under priority 1 must be resolved within ½ hour after their acknowledgement.
  - Problems under priority 2 must be resolved within maximum 3 hours after their acknowledgement.
5. Follow-up time
  - Problems that are not resolved within the course of their reception (by phone or mail) must be followed by an update to the user at most within 1 hour for Priority 1.
  - Problems that are not resolved within the course of their reception (by phone or mail) must be followed by an update to the user at most within 3 hours for Priority 2.
  - Escalation time to 2<sup>nd</sup> level support (see below) for Priority 1 should not exceed 2 hours.
  - Escalation time to 2<sup>nd</sup> level support (see below) for Priority 2 should not exceed 4 hours.
6. Monthly activity reports will be required by means of recordings in the logging system of Cedefop (unless otherwise proposed by the tenderer).

The above indicative SLA comprising minimum and mandatory service levels will be finalised before signature of the contract on the basis of the tenderer's proposal (see also section 5 – Award Criteria), in view of becoming an integral part (annex) thereof.

**NOTE:** Cedefop provides its users with a 2<sup>nd</sup> level support on all aspects of Helpdesk activities either in the form of experts (i.e. Microsoft, Cisco etc.) or in the form of Services and Maintenance contracts (i.e. Dell, Xerox etc.). Although time and procedures of 2<sup>nd</sup> level support **are not** in the scope of this Call for Tenders, tenderers should foresee their personnel's involvement until that point (see 2.3.1).

### **2.8. Required level of qualifications and skills (Profiles and CVs)**

To perform the tasks described in points 2.3 and 2.4 and in line with point 2.5, the following profiles must be submitted.

#### **2.8.1. Project manager**

The Project Manager is the primary point of contact between Cedefop and the contractor. S/He will also be responsible for effectively liaise with subcontractors if any.

The Project Manager will be responsible for the contract management ensuring that the contract is implemented and executed according to the agreed terms and conditions.

The Project Manager is accountable for the operational execution of the contractor's services which include all planning activities as well as problem and change coordination with emphasis to staff replacement and supervision.

His/Her availability should be guaranteed during standard business hours (telephone and email) to address problems arising from the execution of the contract; in case of non-availability s/he will specify an individual to serve as backup.

Minimum requirements for profile Project Manager:

Required skills and experience	<ul style="list-style-type: none"> <li>• Minimum proven 5 years' experience in the ICT field as Project Manager and/or Account Manager with minimum 3 years' experience in Project Management – Account Client Manager of entities and/or projects with similar size and scope.</li> <li>• Very good communication skills in English (spoken and written). Requested Level B2</li> </ul>
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Services under this profile **shall not** be invoiced separately; therefore the tenderer must take their possible cost into account in submitting his financial offer for the other profiles.

#### 2.8.2. Helpdesk technician (at least 3 persons team)

This profile is the actual performer of all the tasks described in §2.3.1 to §2.3.4.

Minimum requirements for profile Helpdesk:

Required skills and experience	<ul style="list-style-type: none"> <li>• Minimum 5 years' experience in ICT as IT Technician, Support Engineer or similar.</li> <li>• Minimum 3 years' experience in relevant position with tasks described in §2.3.1 to §2.3.4</li> <li>• Good communication skills (spoken and written) in English. Requested Level B1</li> </ul>
IT Qualifications	<ol style="list-style-type: none"> <li>1. Possess valid Certifications in:             <ol style="list-style-type: none"> <li>(a) Microsoft Windows 7</li> <li>(b) Microsoft Office 2010</li> </ol> </li> <li>2. Proven knowledge of             <ol style="list-style-type: none"> <li>(a) Software deployment and imaging deployment</li> <li>(b) Antiviral programs and support</li> <li>(c) Troubleshooting of printers and other peripherals</li> <li>(d) Basic networking (TCP-IP) knowledge and skills</li> </ol> </li> <li>3. Experience in:             <ol style="list-style-type: none"> <li>(a) Environments with &gt;50 users</li> </ol> </li> </ol>

**ATTENTION:** The contractor shall train at no cost to Cedefop the proposed Helpdesk technicians in Audio/Video equipment described in §2.4.6, as follows:

- Training should take place in Cedefop's premises within 60 days after the signature of the contract,
- Training will be given by the staff proposed in profile of §2.8.4 and it will be supervised by Cedefop's dedicated staff,
- Subject of training will cover only basic functions i.e. switch on/off procedures, microphone and video projectors input/output allocation.

#### 2.8.3. Telecom Engineer

Required skills and experience	<ul style="list-style-type: none"> <li>• Minimum 3 years' experience in the tasks described in §2.3.5</li> <li>• Proven hands-on experience of Hipath 4000 V 2.0 assistant or Certification in Siemens PBXs</li> </ul>
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	<ul style="list-style-type: none"> <li>• Knowledge of Siemens Xpression software</li> <li>• Voice over IP certification or participation in appropriate training</li> <li>• Good communication skills (spoken and written) in English.</li> </ul> <p>Requested level B1</p>
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#### 2.8.4. Audio visual Technician

Required skills and experience	<ul style="list-style-type: none"> <li>• Sound Engineer certificate of Vocational Education or higher level</li> <li>• Minimum 5 years' experience in the tasks described in §2.3.6</li> <li>• Proven hands-on experience on all equipment of §2.4.6 on an installation of similar size and complexity</li> <li>• Good communication skills (spoken and written) in English.</li> </ul> <p>Requested level B1</p>
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### 2.9. Security and confidentiality

Any information accessed by the Contractor in the course of assisting end users is to be considered confidential. The Contractor must have in place stringent measures, preferably ISO certified, to ensure that all Cedefop information is secure from tampering, re-use, or any use other than the purpose for which it was collected.

All employees or agents of the Contractor who, in the course of their duties, access data containing personal or confidential information shall be bound by the signed confidentiality clauses of the framework contract (see Annex B).

The Contractor staff shall also respect the Cedefop ICT use policy attached as Annex J.

### 2.10. Meetings and Travel expenses

The Contractor, through his representatives and in all cases with the Project Manager of the proposed team, will be requested to attend at least two (2) half-day meetings at Cedefop with Cedefop's ICT team in each year of execution of the contract.

In the first year, a kick-off meeting is foreseen after the signature of the contract to initiate the team to Cedefop's ICT Service.

These above noted meetings, as well as any other meeting related to the execution of the contract and not requested by Cedefop, will be at the charge of the Contractor.

In case of a specific project, an emergency situation, or a problem not related to the execution of the contract, Cedefop will call ad-hoc meetings. Such meetings or any extra travel and accommodation expenses that might be needed to perform the tasks related to the contract (see also point 2.2.1), shall be subject to Cedefop's prior approval and shall be reimbursed by Cedefop separately, according to its relevant rules (see Annex III of the draft contract in Annex B).

### 2.11. Social Security Contributions and Compliance with Labour Law

The contractor has the obligation

a) to comply with the labour laws, such as the legislation referring to the payment of the employees' salaries in line with the respective employment contract, as well as the collective agreements of the Member State where the contractor is established

and

b) to fulfil obligations relating to the payment of social security contributions of their personnel assigned to Cedefop in accordance with the legal provisions of the country in which they are established or those of Greece.

In case of non-fulfilment of these legal requirements, the Contracting Authority will consider relevant measures, as set out in the Framework Service Contract, such as the termination of the contract.

Cedefop reserves the right to check any documentation describing the above mentioned requirement throughout the whole duration of the contract.

### 3. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

#### 3.1. Exclusion criteria

Participation to this tender procedure is only open to tenderers who are in a position to subscribe in full to the Declaration on Exclusion criteria and Absence of conflict of interest, given in Annex C. Therefore all tenderers, all group (consortium) members (if any) and any subcontractor/s (identified as per the two bullet-points in the fourth paragraph of point 4.2 below) **MUST** provide the self-declaration found in Annex C duly signed and dated. The exclusion criteria will be assessed in relation to each company individually.

Cedefop reserves the right to check the situations described in points c) and f) of the declaration.

In the event of recommendation for contract award, point j) of Annex C will apply.

#### 3.2. Selection criteria

The selection criteria concern the tenderer's capacity to execute similar contracts.

The tenderers **must** submit documentary evidence (or statements, where required) of their economic, financial, technical and professional capacity to perform this contract.

Each and all requirements for economic and financial capacity should be fulfilled by the tenderer - alone (in the case of single tenderers) or as a whole (in case the tenderer is a grouping/consortium). Participation in tendering is open to all legal persons bidding either individually or in a grouping (consortium) of tenderers.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with them. He must in that case prove to the contracting authority that he will have at his disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place their resources at his disposal. This obligation may be fulfilled by presenting signed statements from those entities. Please note that natural persons (individuals, freelancers) are also considered 'entities' for this purpose.

##### 3.2.1. Economic and Financial capacity

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

#### Requirements:

- The average annual turnover of the tenderer for the last three financial years should be at least **300,000 €**.
- The average annual turnover of the tenderer (of a single company, or of a consortium as a whole, if any) for the last three financial years concerning the type of services covered in this tender should be at least **100,000 €**.

Proof of economic and financial capacity **must** be furnished by the following document:

- Signed Statement (Please fill-in and sign your Statement in Questionnaire 2 of Annex G) of the tenderer's turnover for the last three financial years concerning the type of services similar in nature to those making the subject of this call for tenders.

In case of a consortium (grouping) or subcontracting, each member of the consortium and all subcontractors (in line with points 4.1 or 4.2 below) must provide the required statement for the economic and financial capacity, **but the assessment of whether the minimum requirement is met will bear on the consortium as a whole or the tenderer together with his subcontractors.**

In the event of recommendation for contract award the winning tenderer (single tenderer or in the case of a consortium (grouping) each member of the consortium) will be requested to prove the above by submitting Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent) if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors.

If, for some exceptional reason the winning tenderer (or any consortium member or subcontractor) is unable to provide one or other of the above documents, he or she will be required to justify the non-provision and may prove his economic and financial capacity by any other document which Cedefop considers appropriate. Cedefop reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

### 3.2.2. Technical and professional capacity

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. They must demonstrate qualifications, knowledge, skills and the ability to perform the tasks outlined in the terms of reference. In particular, they are required:

1. To have the relevant organisational structure and adequate quality assurance procedures in order to be able to supply the services as requested in these technical specifications;
2. To be enrolled in the relevant professional register;
3. To have at least three years of previous experience for the company in terms of contracts similar in scope, size and nature to the Framework contract that shall cover the services requested in these technical specifications;
4. To be able to work in an ICT infrastructure similar to Cedefop's, with special speed/quality/reliability requirements and large international presence/exposure;
5. To possess a qualified team to perform the tasks described in points 2.3.1 to 2.3.6 and whose minimum requirements are described in point 2.7, taking into account the relevant profile descriptions in point 2.8.

### **Proofs / Evidences of Technical and professional capacity**

The following documents or information must be presented as evidence of compliance to the above criteria:

1. Description of the company's unit(s) responsible for the provision of services requested in these technical specifications. If relevant, description of the relationship between the company and other companies of the same group, including subcontractors (See Annex G, questionnaire 4);

2. Quality assurance procedures, including —if applicable— details on ISO9000 / EN29000 certification. Announced quality assurance procedures will be binding and adhered to for the Contractor, throughout the execution of the contract;
3. Proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established;
4. A list of at least 3 contracts performed in the past three (3) years, indicating the amounts, the dates, the specific requirements, the methodology or infrastructure used, and the name of the consignees (public or private) (See Annex G – Questionnaire 3);
5. Detailed CVs that must indicate to which profile they correspond. The tenderer must provide **at least** the following number of CVs:

Profile (described in 2.8)	Minimum Number of CVs
Project manager	1
Helpdesk	3*
Telecom support	2*
A/V technician for conference support	2*

\* including 1 back-up person

**Note:** Concerning the profile “Helpdesk” (§2.8.2), CVs might address different required skills within the profile (i.e. client Operating System knowledge or Office Automation knowledge or troubleshooting). However, such complementarity must ensure that the proposed set of **at least 2 CVs do cover all required skills**.

In case of consortium or subcontracting, the consortium or the tenderer with all subcontractors together have to provide evidence of technical and professional capacity as a whole (please see also point 4.1 and/or 4.2 below).

### 3.3. Legal Position

Tenderers may choose between submitting a joint offer (see 4.1) as a Consortium / Grouping or introducing a bid as a single tenderer, in both cases with the possibility of having one or several subcontractors (see 4.2). Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed (see also 5<sup>th</sup> bullet of point 4.1. below). To identify himself (and any other participating entities, if applicable), the tenderer must complete **Questionnaire 1 in Annex G**. Tenderers are also requested to complete a **Legal Entity Form** found in **Annex D**, accompanied by all documents and information indicated in the form.

The Legal Entity Form should be completed and signed by the representative(s) of the tenderer (who sign(s) the cover letter as per point 4 of the Invitation to tender) authorised to sign contracts with third parties.

The Legal Entity Form should not be submitted by sub-contractors (if any).

#### 4. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation in Cedefop tendering procedures is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens. Pursuant to Article 119 of the general Financial Regulation the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Cedefop can therefore accept offers from and sign contracts with tenderers from 35 countries, namely: the 28 EU Member States, 3 EEA Countries (Lichtenstein, Norway, Iceland) and 4 SAA Countries (FYROM, Albania, Serbia and Montenegro).

The procurement (tender) procedures of Cedefop are **not** open to tenderers from GPA countries.

A legal person can take part (as an individual tenderer or as a member of a consortium submitting a tender) in only one tender. In the opposite case all tenders in which that person has participated may be excluded from the evaluation.

##### 4.1. Joint Offers/ Groupings (Consortia)

- Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.
- Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.
- If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.
- A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.
- Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).
- Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.
- The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex I) authorising this company or person to submit a tender on behalf of

the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

The contract will have to be signed by all members of the group (consortium). If the members of the group (consortium) so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (Annex I) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards Cedefop for the performance of the contract as a whole.

#### **4.2. Subcontracting/Subcontractors**

Subcontracting is defined as the situation where a contract has been or is to be established between Cedefop and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other entities for performing part of the service. If awarded, the contract will be signed by the selected Tenderer (the Contractor), who will be vis-à-vis Cedefop the only contracting party responsible for the performance of this contract. Cedefop has no direct legal commitment with the subcontractor(s).

The contractor retains full liability towards Cedefop for performance of the contract as a whole. Cedefop will treat all contractual matters (e.g. payments) with the contractor, whether or not some tasks are performed by a subcontractor. Under no circumstances can the contractor avoid liability towards Cedefop on the grounds that the subcontractor is at fault. Any subcontracting/subcontractor must be approved by Cedefop, either by accepting the bidder's tender, or, if proposed by the Contractor after contract signature, in writing by an exchange of letters. In the latter case subcontracting/subcontractor will be accepted only if it is judged necessary and does not lead to distortion of competition.

Tenderers are free to choose their subcontractors from both eligible and non-eligible countries. Thus, in principle all economic operators can act as subcontractors of eligible tenderers. However the sub-contracting of persons/ economic operators from non-eligible countries is limited to max 30% of the work by value.

The tenderer must clearly indicate the identity of each Subcontractor and the percentage of work by value that he will perform for this contract (please fill in Annex G).

##### **Only in cases when:**

- a Subcontractor undertakes between 10% and 40% of the work by value,
- the total subcontracting is above 40% of the work by value, independently of the individual Subcontractor's contribution to the work by value,

the tenderer should submit with the offer:

1. the Declaration on exclusion criteria and absence of conflict of interest (Annex C) filled-in and signed by the respective Subcontractor;

2. the required documents related to the economic/financial and technical/professional capacity of the Subcontractor as described in points 3.2.1 and 3.2.2;
3. the Form in Annex J (Model of Letter of Intent for Subcontractor/s) duly filled-in and signed by each respective Subcontractor, stating his unambiguous undertaking to collaborate with the tenderer if the latter wins the contract. Also should be stated the roles, activities and responsibilities of the subcontractor(s) and the extent of the resources that the respective subcontractor will put at the tenderer's /contractor's disposal for the performance of the contract

N.B. The subcontractor(s) (if any) have to provide the documents to prove their capacity only for the parts of the contract that are relevant to them. The evidence provided will be checked to ensure that the tenderer with the subcontractor(s) altogether fulfil the criteria.

## 5. AWARD OF THE CONTRACT

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

**The contract shall be awarded to the tenderer submitting the tender that offers the best-value-for-money as represented by the highest Total Score (TS) out of 100.**

The Total Score (TS), comprising quality + price score, will be calculated for each tender by applying the formula below:

$$\text{Total Score (TS)} = X \cdot (\text{TQV}/100) + Y \cdot (\text{Cheapest TFO} / \text{TFO})$$

Whereby:

**TQV = Total Quality Value** of the tender (as per points 5.1 and 5.2);

**TFO = Total Financial Offer** of the tender (as per points 5.3 and 5.4);

**X** is the weighting for quality score (TQV) and for this tender procedure it is fixed to (60);

**Y** is the weighting for price (TFO) and for this tender procedure it is fixed to (40).

**Cheapest TFO** is the Cheapest Tender Price of a technically compliant tender (i.e. among those having achieved a minimum of 50% of the possible score for each of the award (evaluation) criteria A and B and in total a minimum of **65** out of 100 points (TQV) in the technical evaluation – see below).

### 5.1. Technical proposal and evaluation

The tenderer's technical proposal should consist of a clear and comprehensive response to all requirements as per the Terms of Reference in point 2 above providing a practical, detailed description of the services proposed for performance of the contract.

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the tender specifications.

The following Award Criteria for the technical evaluation will be applied to this tender procedure:

Award criteria	Points		Supporting documentation/information to be provided in the Technical Proposal
A. Quality of a detailed implementation plan related to the delivery of the requested services in terms of:	<b>60</b>		The tenderers must provide a <b>detailed description</b> of how they intend to deliver the services requested including:
1. Adequate methodology in performing the required tasks covering various aspects as per points 2.3, 2.5, 2.8, 2.9 of the Tendering Specifications.		20	<ul style="list-style-type: none"> <li>- the organization of helpdesk tasks;</li> <li>- call prioritisation;</li> <li>- levels of proposed response and escalation of issues;</li> <li>- follow-up and resolution times;</li> <li>- call centre activity;</li> <li>- incident tracking methods</li> </ul>
2. Proposed levels of service (SLA) as per point 2.7 of the Tendering Specifications		20 (*)	- proposed detailed Service Level Agreement (SLA), structured as per the relevant model outlined in point 2.7 of the TS
3. Quality of the contractor's internal performance monitoring methods and tools as per point 2.3 of the Tendering Specifications		10	- contractor's internal performance monitoring methods and tools
4. Quality of the security and confidentiality handling as per point 2.9 of the Tendering Specifications		10	- security and confidentiality handling by the future contractor in relation to the particular needs of this Cedefop contract
B. Quality of the infrastructure intended to be put in place for the purposes of the contract and relevance of the proposed resources allocated to perform the assigned tasks	<b>40</b>		The tenderers must provide a <b>detailed description</b> of the infrastructure that they intend to put in place in terms of technical, human and managerial resources in order to be able to provide the requested services, including:
1. Coherence of the methods and procedures followed to ensure business continuity at the same level of quality required in these Specifications		15	- methods and procedures followed to ensure business continuity (HR-related issues)
2. Adequacy of the methods related to tasks and responsibilities of the proposed team; Coherence of the procedures and patterns followed before having recourse to the 2nd Level support		10	<ul style="list-style-type: none"> <li>- methods applied to assign tasks and responsibilities within the proposed team;</li> <li>- procedures and patterns followed before having recourse to the 2nd Level support</li> </ul>
3. Quality of the technical knowledge and training		10	- how technical knowledge and training is managed by the contractor and transferred to its staff
4. Eventual use of ancillary		5	- list of equipment, specialized software,

means that the contractor may offer, to accompany the execution of the contract			special rules and call centre conventions to be deployed, further communication means, etc., that the tenderer can offer in the context of executing this contract at no extra charge for Cedefop
<b>Total Quality Value (TQV)</b>	<b>100</b>		

(\*) the maximum of 20 points is composed of: 10 points given for a proposed SLA that just responds to the minimum requirements in point 2.7; extra points given where the compliance is above the minimum, up to 10 points extra.

In order to guarantee a minimum threshold of quality, offers that

- do not reach a minimum of 50% of the possible score for each of the award (evaluation) criteria A and B, and
- obtain an overall total score (Total Quality value) or less than the total 65 (of a maximum of 100) points against the award (technical) criteria,

will not be considered acceptable and will be eliminated from further evaluation. Only the technically compliant (acceptable) tenders as per the above will be subject to Financial (Price) Evaluation (point 5.3).

The tenderer shall identify a Project Manager within his organisation who will represent the single contact point for all administrative and operational communication in regards to the contract implementation. Cedefop will also designate the Contact Person in charge of handling the contact with the selected tenderer.

In addition to the above the tenderer must clearly specify which parts of the work will be subcontracted (if any) and specify the identity of those subcontractors only undertaking more than 10% of the work by value (or of *all* subcontractors if total subcontracting is above 40% of the work by value) as requested in point 4.2.

### 5.2. Financial evaluation

Only tenders scoring in total 65 points or more (of a maximum of 100 points) against the technical award criteria and 50% or more of the possible maximum score for each of the award criteria A and B will have their financial proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered (**Total Financial Offer TFO**) in the Price schedule table (see Annex H and point 5.3).

- The quantities inserted in the table correspond to a hypothetical but realistic four-year scenario, which is valid for evaluation purposes only, and do not bind Cedefop in the final award of the Framework Contract.

### 5.3. Financial Proposal

The financial proposal should indicate the total price in order to carry out all the activities indicated in the technical specifications. The tenderers must fill-in **column D** of the Price schedule table in Annex H, and present a detailed breakdown of the price offered. The sums in column F derive from the multiplication of columns C, D and E and are automatically calculated.

Services under the profile of Project Manager (see also 2.8.1) **shall not** be invoiced separately; therefore the tenderer must take their possible cost into account in submitting his financial offer for the other profiles.

The Financial Offers will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account (*not applicable for global price contract*). Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

### Information concerning prices

- The prices quoted must be fixed and not revisable for the first two years of the contract. As from the third year, price revision may take place in accordance with Article I.3 in the draft Framework Contract attached as Annex B.
- Prices must be quoted in euro and include all expenses. Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). Such charges may not therefore be included in the calculation of the price quoted.
- [For contractors based in Greece, invoices will include VAT which is paid by Cedefop and later reimbursed by the State.]
- [For contractors established in other countries exemption is direct (invoices are submitted without VAT), subject to fulfilling as necessary the requirements of Article 151 of Council Directive 2006/112/EC.]
- [In Belgium, use of this contract constitutes a request for VAT exemption No. 450, VAT exemption article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978).]
- See also §2.10 concerning meetings between Cedefop and the Contractor.

#### 5.3.1. Evaluation of abnormally low prices

If any tender's price appears to be abnormally low in relation to the services offered, and in order to check if the tender can be considered valid, the evaluation committee will, before it may reject this tender, send a request for clarifications to ask for explanations on the components of the tender which it considers relevant to the presumed abnormally low price and shall verify those constituent elements taking account of the explanations received. If in that relation the tenderer cannot explain his price on the basis of the economy of the services offered, or the method used, or the technical solution chosen, or the exceptionally favourable conditions available to the tenderer, the tender will be rejected.

A price will be considered abnormally low if the financial offer of any tenderer is lower with more than the acceptable margin of deviation from the average price of the other technically acceptable offers (please note that definition of which offers are technically acceptable/ compliant is given in points **5**, **5.1** and **5.3** above). The actual deviation will be calculated as % as follows:

*The difference between the average price of the other technically acceptable offers and the value of the presumably abnormally low financial offer will be divided by the average price of the other technically acceptable offers.*

The acceptable margin of deviation is set to **40%**.

The approach of the Evaluation Committee to identify and eliminate abnormally low tenders will be the following:

- a) apply the acceptable margin of deviation from the average price of the other technically acceptable offers and set aside the offers that go beyond it;

- b) check if specific notes or specific items included in the offer justify to some extent the deviation; if not, or if inadequate, send relevant request for explanation(s) to the tenderer concerned;
- c) decide on the acceptability of the offer on the basis of the notes in the tender and/or the clarification reply received.

### 5.3.2. Financially unacceptable tenders

- In the context of financial evaluation, the Evaluation Committee could find that tenders are unacceptable because the price is abnormally low (see point 5.3.1).

Such tenders will have to be rejected by the Evaluation Committee, independently of their quality value as determined in the preceding (technical) evaluation stage.

## 6. INFORMATION ON PRESENTATION AND CONTENT OF TENDER

It is important that tenderers provide all documents necessary to enable the evaluation committee to assess their tender. Tenderers should fully respect the instructions indicated under points 2, 3 and 4 of this open invitation to tender.

In addition, below you will find details of the required documentation.

### 6.1. Envelope A - Supporting documents

One original and one copy of:

- cover letter, signed by the person/s (name and position) that is/are authorised to sign the contract in case of contract award
- the exclusion criteria declaration requested in point 3.1 and standard template found in Annex C
- the selection criteria documents as requested in points 3.2, 4.1, 4.2
- Questionnaires 1 – 4 as found in Annex G
- Power of Attorney (Model 1 or 2), as required in point 4.1 (if applicable) and found in Annex I
- Model of Letter of Intent for Subcontractor/s as required in point 4.2 (if applicable) and found in Annex J
- the Legal Entity Form as requested in point 3.3 and found in Annex D
- the Financial Identification Form as found in Annex E
- the checklist found in Annex F

In the case of tenders submitted by groupings (consortia) or involving contribution by subcontractors, envelope A should also contain all relevant documentation as requested in points 4.1 and 4.2 respectively (with reference to points 3.1, 3.2 and 3.3).

### 6.2. Envelope B – Technical proposal

One original signed version and three copies of:

- the Technical Proposal providing all information requested in point 5.1, including information relevant to subcontracting, if any, as requested in point 4.2.

- a read access secured CD containing the submitted in paper form technical proposal.

### **6.3. Envelope C – Financial proposal**

One original signed version and three copies of:

- the Financial Proposal (Annex H) containing all information requested in point 5.3.

# **ANNEX A**

## **Contract Notice**

(Given as a separate file in \*.pdf format)

# **ANNEX B**

## **Draft Contract**

**(Given as a separate file in \*.pdf format)**

# **ANNEX C**

## **Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest**

**(Given as a separate file in \*.doc format)**

# ANNEX D

## Legal Entity Form

Legal Entity Form to be downloaded, depending on the nationality and legal status of the tenderer, from the following website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Legal Entity Form to be completed and signed by a representative of the tenderer (group leader in case of consortium, with indication of entity, name and function) authorised to sign contracts with third parties. It should not be signed by sub-contractors (if any).

# ANNEX E

## Financial Identification Form

To be downloaded, depending on the nationality of the tenderer, from the following website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_fr.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm)

and completed and signed by an authorised representative of the tenderer (group leader in case of consortium, with indication of entity, name and function), but not by subcontractors.

**PLEASE NOTE:**

Please indicate the BIC (Bank Identification Code) in the REMARKS box of the downloaded form.

# ANNEX F

## Check list of mandatory documents

(Given as a separate file in \*.doc format)

# **ANNEX G**

## **Questionnaires 1-4**

**(Given as a separate file in \*.doc format)**

# ANNEX H

Financial Proposal

(Given as a separate Excel file)

# **ANNEX I**

## **Models of power of attorney**

**(Given as a separate file in \*.doc format)**

# **ANNEX J**

## **Model of Letter of Intent for Subcontractor/s**

**(Given as a separate file in \*.doc format)**