

**CEDEFOP**European Centre for the Development
of Vocational Training

FINANCE AND PROCUREMENT

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Thessaloniki, 06 July 2015

OPEN INVITATION TO TENDER

AO/DSI-RS/PHT-ASIA/EuropassServices/007/2015**”Support and Development services for Europass web resources”**

REFERENCE: **Contract notice – 2015/S 127-231313**

Dear Sir/Madam,

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

The purpose of this call for tenders 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) 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. Paraskevaïdis
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>OPEN INVITATION TO TENDER</p> <p><i>Cedefop No: AO/DSI-RS/PHT-ASIA/EuropassServices/007/2015</i></p> <p><i>“Support and Development services for Europass web resources”</i></p> <p>Name of tenderer:</p> <p>NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE</p>

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) 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) 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/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	Local TIME
Deadline for requesting any clarifications from the Contracting Authority (Cedefop)	14 August 2015	17.00
Last date on which clarifications will be publicly issued by Cedefop	as soon as possible	N/A
Deadline for submission of tenders (hand delivered)	27 August 2015	17.00
Deadline for submission of tenders by post / courier	27 August 2015	N/A
Validity of the tenders	27 February 2016	N/A
Tender opening session	07 September 2015	11.00
Estimated contract signature date	30 October 2015	

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 the Contract with the successful tenderer, or
 - 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.

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), 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).

15. Once Cedefop has opened the tender, the document shall become the property of Cedefop and it shall be treated confidentially.
16. All tenderers will be informed in writing of the results of this tender procedure 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. Paraskevoidis
Head of Finance and Procurement

Attached: Tender Specifications

OPEN INVITATION TO TENDER

AO/DSI-RS/PHT-ASIA/EuropassServices/007/2015

Support and Development services for Europass web resources

Tender Specifications

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Introduction to Cedefop: Europe's agency for training policy

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

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 provides the European Commission, Member States and social partners with insights into trends concerning VET and offers advice on how European VET policy should meet the challenges Europe and its citizens.

The evidence Cedefop provides comes from its:

- Monitoring of VET policy developments and reforms in Member States;
- Comparative research and analyses, including anticipation of future skill supply and demand;
- Forums for debates among policy-makers, social partners, researchers and practitioners on the best ways to tackle the challenges Europe faces.

Cedefop's objective and priorities for 2012-16

Cedefop's activities are guided by its strategic objective and medium-term priorities 2012-16. 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.

- **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 sectoral 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. 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, Cedefop's work can be followed on Facebook at www.facebook.com/cedefop and Twitter at 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 7.1 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

- *Title of the contract:*

“Support and Development services for Europass web resources”

- *Short description of content of this Contract:*

The subject of this Contract will be the provision of the following services related to the Europass web resources (Europass web portal and online editor) for the next 4 years: design and development, hosting, support, maintenance, service desk, service management.

The selected Contractor is expected to ensure an optimal level of performance (maintenance and support) of the highly visible Europass platform and to provide hosting services to host production, staging and development environments.

Services will be acquired in the form of person-days, categorised in five different profiles:

- Web developer (J2EE, Drupal, front-end);
- Senior expert(s) (Senior web developer (J2EE, Drupal); Senior Analyst & engineer; Senior User experience designer, Test Engineer);
- Project & Quality manager;
- Onsite product manager;
- Service desk.

A detailed description of the required profiles is to be found further below.

- *Type of contract:* Framework Service Contract

The tasks / services will be performed by the selected contractor upon signature of separate Order forms issued by Cedefop within the context of the Framework Contract and throughout its validity. The number and content of Order Forms will depend on the needs of Cedefop. Each order form will be prepared in line with the tender and shall stipulate the tasks, services to be performed by the Contractor, the deliverables, the timetable and the budget.

1.2. Place of delivery or performance

The services must be rendered and the tasks completed both in the Contractor's premises and in Cedefop's premises, 123 Europe str., Pylea, Thessaloniki (Greece).

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 volume of the required services described in this call for tenders, that should be provided under the Framework Contract, is of the order of 4,500 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 aforementioned estimated volume. 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.

Important note

Estimation is based on the experience so far and the prospected new activities. However, due to the nature of Europass, political decision-making at EU level may result in unexpected obligations for new developments or, on the other hand, decisions may be modified and the volume of tasks (including funding of the project) reduced. Tenderers are advised to take into account this project pattern in formulating their proposal.

Therefore, Cedefop cannot exclude that the estimated total volume of services might need to be increased, due to external requirements for new services consisting in the repetition of similar services entrusted to the economic operator awarded the initial contract (issued from this open tender procedure).

In such case Cedefop may decide to use a negotiated procedure without prior publication of a contract notice, whatever the estimated value of the possible amendment to this FWC could be but up to a maximum increase of 50%, provided that these new services conform to the basic project that was the subject of the initial contract awarded under this open procedure. Such procedure may be used only during the three years following conclusion of the original contract.

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 30 days of submission of invoices and at the conditions set out in the draft contract. Invoices shall be issued only after the explicit acceptance by the Cedefop project managers of the received deliverables under the respective Order Form.

2. TERMS OF REFERENCE

2.1. Background

Europass is an initiative of the European Commission with the objective to increase transparency of qualifications and promote mobility of European citizens providing a set of compatible and harmonised documents and resources.

Europass was established by Decision No 2241/2004/EC

(see <http://europass.cedefop.europa.eu/en/resources/downloads/misc-documents>).

The success of Europass is demonstrated by the statistics of the website developed by Cedefop: 100 million visits and 50 million CVs generated online since launch in 2005 (state of play: April 2015). This visibility shows that the quality of the service provided to the citizens is a key feature for this project (see <http://europass.cedefop.europa.eu/en/resources/statistics> for detailed statistical reports).

The Commission has given mandate to Cedefop for the technical development of the Europass web resources.

2.2. The Europass web resources

2.2.1. The Europass website (<http://europass.cedefop.europa.eu>)

Launched in January 2005, the Europass website is now available in 27 languages (European Union, European Economic Area and candidate countries). Other European languages may be added in the future.

The Europass website gives access to the following resources:

- Access to Europass documents: templates / examples, instructions, guidelines and other resources such as searchable glossaries, technical documentation, web services, etc.;
- Information on the three other Europass documents (Europass Mobility, Europass Certificate supplement, Europass Diploma supplement);
- Access to related initiatives and institutions.

The Europass website has gained a high degree of visibility, currently receiving over 2 million visits per month.

2.2.2. The Europass Web Applications (also called EWA in this document) online editor (<https://europass.cedefop.europa.eu/editors>) enables European citizens to generate or update a Europass CV, Language Passport, and to attach a cover letter and other supporting documents in a personal electronic portfolio, assisted by context-sensitive examples and tutorials. The files can be saved in various formats (PDF+Europass XML, Europass XML, Word, OpenDocument) or stored in cloud-based storage spaces. Files saved in PDF+Europass XML or Europass XML format can be uploaded for update. The user interface is responsive¹ and is specially designed so as to appear and operate optimally also on tablets.

Currently, over 1.5 million documents are generated online every month.

¹ http://en.wikipedia.org/wiki/Responsive_web_design

Europass uses a series of multilingual standard taxonomies for fields such as countries, languages, nationalities, gender, job profiles, languages, language levels, etc.

- 2.2.3. Statistical reports in PDF format are available in <http://europass.cedefop.europa.eu/en/resources/statistics>, keeping track of a) visits to the Europass website, b) files downloaded from it c) generations of Europass documents at EWA (CV, Language Passport, Skills Passport, Cover Letter). These are designed and are being produced automatically with the Oracle BI PDF generation engine. Additionally, an API exists and a custom web page is under development, giving the possibility for third parties to make custom queries directly to the statistical database. For more information, please see the corresponding section of Annex X1 (Europass technical architecture).
- 2.2.4. Interoperability: Europass online editor is open to interoperability (see <http://interop.europass.cedefop.europa.eu/>); documents generated online can also be posted on other sites. The key to interoperability and exchange of the CV and other Europass data is XML. All Europass data filled through the online editor can be saved in Europass XML format or in a PDF document containing a Europass XML attachment. Either of the two can be easily re-imported to the Europass web site at a later time, or to any other related on-line service or software, by use of the underlying XML. The Europass XML Schema (currently version 3.2.0) is freely available from <http://interop.europass.cedefop.europa.eu/> together with other technical resources. Europass also offers programmatically accessible RESTful web services for automatic generation of documents by other sites.

Collectively, the Europass website, the Europass Web Applications (EWA) editor, the web services and other smaller subsystems of Europass (see also Annex X1) are labelled with the term “Europass web resources”.

2.3. Description of the assignment

The selected contractor should:

1. **migrate the website's** (europass.cedefop.europa.eu) content and selected functionalities **to Drupal**;
2. propose and implement **a new technical architecture for the Europass Web applications online Editor**, able to cope efficiently with the ever-increasing traffic and able to guarantee high availability, fault tolerance and continuity of service, as per the related KPIs (see Annex X2 - Service Management details and hosting). See also 7 and award criterion 3;
3. take over full service responsibility (maintenance, guarantee of availability, security, service desk) including the hosting of all servers to the Cloud (though physically located within a Member State of the European Union), setting up the appropriate **Service Management**;
4. propose and set-up an enhanced, high quality and responsive **end-user Customer Support service for Europass visitors**, including service desk function (reply to questions and feedback sent by users), related helpdesk IT platform, back-end knowledge base, drafting of tutorials, frequently asked questions, improvement of on-line help, introduction of user community forum, use of social media, and overall building a customer relations management service focusing on, maintaining and cultivating a client-centric approach. After having been set-up by the contractor, the service will be further coordinated by the “Onsite product manager” profile. Related policies, procedures, guidelines and templates should be set-up.

Europass receives an average of 30 feedback messages per day, with peaks reaching 200 messages, in case of severe problems. See also Annex X2, section 6 for the description of the required Service centre platform;

5. perform **user experience design, analysis and web development** of new modules, features and extensions, using the agile methodology;
6. provide **on-site services** by means of a liaison product manager working within Cedefop premises.

The above are explained more analytically and in more details further below.

2.4. Services to be provided

2.4.1. Project management

2.4.2. Business analysis and product management

2.4.3. User Experience design

2.4.4. Web development using J2EE/HTML5/Javascript technologies for the EWA Editor and Drupal/PHP for the Europass website; responsive web design and development that appears and operates optimally also on tablets.

2.4.5. Testing

2.4.6. Service Management

2.4.7. Service desk services for Europass web portal's visitors and for Cedefop

2.4.8. Animation and support (answering questions) the Europass development community, specifically the related Google Group² and Joinup projects³

2.4.9. Documentation

2.5. Required outputs

2.5.1. CMS Migration (Drupal)

Overall target is to give the ability to content editors to change the text of the website and of the online editor in any language and immediately (or within less than 10 minutes) see the changes online on the production site. The key for achieving this is an adequate and efficient caching layer. Tasks include:

1. Migrate all content and functionalities of the Europass website (europass.cedefop.europa.eu) in 27 languages, to Drupal. The content, layout, visual identity, graphical design and all functionalities may remain the same. 3-4 people from Cedefop will be editing the text with equal permissions, no workflow is needed. The contractor will have to assess whether adoption of Drupal 8 is possible.

² <https://groups.google.com/forum/#!forum/europass-interop>

³ https://joinup.ec.europa.eu/project/all/europass?&solr_search=1

2. Propose a solution for managing the contents of the EWA Editor Single Page Application (SPA) (<http://europass.cedefop.europa.eu/editors>) in the same way as above (can be Drupal or other). See Annex X1 for details of the current technical set-up. The EWA editor's source code should nevertheless be kept to the maximum degree possible.

2.5.2. Full service responsibility - Service Management set-up

The selected contractor shall be fully responsible for the flawless functioning, availability, business continuity and good performance of the Europass web resources as well as for its regular administration, monitoring and configuration. The contractor is responsible for making sure that all related necessary technical requirements (e.g. hardware/software/systems/network/procedures/monitoring, etc.) are adequately satisfied.

In order to achieve the flawless functioning, availability, business continuity and good performance, the contractor should have in place all necessary preventive measures, recurrent tasks, proactive maintenance activities, as well as define

- (a) appropriate response time for corrective actions,
- (b) incidents management methodology
- (c) back-up/export procedures
- (d) performance standards, in-line with their understanding of the scope of the project.

Outputs/activities required under this item are listed below:

1. Take-over ownership of all services of the project in total. Provide a take-over report. A senior analyst (profile: SA) from the contractor (different from the permanent on-site profile) should work full time in Cedefop premises for 1 month to ensure optimal take-over of the project.
2. Migrate all services (web/application/database servers) to the Cloud. See Annex X1 for the technical description of the current set-up and Annex X2 for the description of the Cloud Hosting requirements. Special attention to be given in the selection of the Cloud provider to the issues of data privacy and confidentiality.
3. Set-up the Service Management for Europass services, preferably ISO 20000 compliant (e.g. ITIL 2007), including: *Service strategy*; *Service Design* (incl. Availability management; Capacity/Performance planning & management; Information Security Management, IT service continuity management); *Service operation* (incl. Service desk); *Service transition* (incl. Change management; Release and deployment management; Validation and Testing; Knowledge management).
4. SLA
 - (a) The tenderer must propose a Service Level Agreement (SLA) with specific KPIs (key performance indicators) which he will guarantee during the entire duration of the contract. See Annex X2 for the minimum required KPIs.
 - (b) The tenderer must define penalties for failing to adhere to the KPIs, e.g. in case of outages beyond the promised limits or delays in response times, see Annex X2. The penalty could be in the form of discount or actual back payment.
 - (c) The contractor will provide a web page or website, accessible by Cedefop project managers, depicting the current and historical values of the monitored KPIs, for the ones where this is possible.
 - (d) The contractor shall provide a monthly report with the issues that have occurred during the month, that have affected the SLA (when applicable).

Note: The guarantee of the SLA/KPIs and the flawless functioning, availability and good performance of the Europass web resources, its regular administration,

monitoring and configuration, the preventive/corrective measures taken, any recurrent tasks or proactive maintenance activities, the application of the back-up/export procedures, the reports produced, etc., should be covered with a fixed price monthly charge. See also the financial offer, Annex H.

5. Validation and Testing: Implement an efficient procedure for validation and testing of changes and new functionality before the acceptance testing and the deployment. See also section 2.7.1 below.
6. Set-up the Europass Customer Support Service, as per section 2.3-4 above.
7. Provide “Service Desk” services for handling requests/questions from Cedefop and from Europass visitors. See Annex X2, section 4.

2.5.3. New technical architecture for Europass Web Applications

The Contractor should propose and implement the optimal technical architecture, choosing servers' topology, fault tolerance/load balancing mechanisms and general set-up to solve the problems and improve the current technical architecture described in Annex X1. The contractor has to guarantee the proposed availability of services (KPIs – SLA of 2.5.2 point 4).

2.5.4. *Agile User Experience design, web development and continuous delivery*

Follow an Agile/Lean development approach, integrating in an optimal way the necessary User experience design, in order to make possible the continuous, iterative, flowing design / development and immediate release and delivery of new features, improvements and modules. Adopt the “release early – release often” philosophy, implementing the needed automatic testing, continuous integration and continuous delivery infrastructure. Deploying a change to the production environment should be as automated and straightforward as possible, while maintaining very high quality and safety from regression bugs.

2.5.5. *On-site services*

A product manager working in Cedefop premises shall coordinate with Cedefop project manager(s) for all ongoing sub-projects and also act as liaison between the Contractor and Cedefop. Experts of the incumbent (previous) contractor shall remain on-site until March 2016 so as to ensure an optimal handover of the available knowledge, responsibilities and artefacts of the Europass project. The on-site services should start at the latest within 1 month after the signature of the contract and should cover:

1. Product ownership/management/development/marketing: responsible for orchestrating the various activities for ensuring that the product is delivered in a way that meets users' needs; Perform business analysis of new features / enhancements / improvements; Process the User experience proposals / wireframes; Elicitation of requirements and drafting of technical specifications: by participating in the various meetings, discussions, e-mail communications, pilot working groups, studies, conferences with the stakeholders, interactively produce / convert / distil / codify requirements into appropriate technical specifications and implementable actions; Act as a liaison in the intersection of business, design, and technology; Create and prioritise the product backlog (user stories); Coordinate the user acceptance testing; Gather and monitor the Voice of Customers (VoC);
2. Manage, coordinate and develop the end-user Customer Support service for Europass visitors (see above point 2.3-4).

2.5.5.1. *Details about on-site services*

Services will be acquired in the form of person–days in Cedefop’s premises. One person-day is defined to be 8 hours – lunch break not included. The services shall be provided mostly within the normal working hours of Cedefop (between 08:00 and 19:00 weekdays). It might be required exceptionally to provide services outside normal working hours or during week-ends, in special cases (e.g. migrations, business disruption). In this case there will be a prior written mutual consent.

Working time shall not include lunch breaks. Cedefop disposes of a clock-in and clock-out electronic system which the on-site person shall be bound to use.

The contractor’s staff will be provided with a proper working environment at Cedefop premises.

Cedefop is located in 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. The Centre operates a staff canteen serving lunch from 13:00 to 14:30. The cost of meals, which ranges from 3.60 – 5.50 €, shall be covered by the Contractor.

The most widely used language in the Centre is English. The second most widely spoken language is Greek, followed by French and German. All internal written information is generally communicated in English (followed by French). Contractors are expected to communicate in writing in English.

Cedefop observes most Greek holidays and is closed for 15-20 days every year (incl. 5 days at Christmas/New Year, 2 days at Easter, Labour Day and Europe Day on May 9th). However the Centre may be open during some Greek public holidays during which the person providing on-site services shall be bound to perform work, if required.

2.5.6. *Handover to the next contractor*

The contractor shall act as necessary to ensure successful handover of the whole project at the end of the contract (normally in 4 years) to the next contractor, so as to safeguard optimal operation and continuity. On conclusion of the contract, the contractor will be required to provide the Agency, or its nominee, with all the data contained on the Agency’s website together with any necessary technical tools, source code and other material connected with establishing, operating and further developing the website. The contractor will have to ensure that the handover of any of the above be made efficiently and effectively.

2.6. **Timeplan**

Tasks 2.5.1 and 2.5.2 should be completed by the end of March 2016. By then, all Europass servers should be running on the Cloud, as proposed by the contractor, the Europass website should be running in Drupal and the SLA and Service Management should be set up.

2.7. **Additional requirements, information and conditions**

2.7.1. *Quality and Testing*

1. *Deliverables’ quality / Outputs vs. Outcomes:* Given the high visibility of the Europass project and its large scale audience (all European citizens), particular attention should be paid to the optimal quality of all outputs during development, which should lead to appropriate Outcomes for Cedefop. Deliverables are expected to be of high quality and meet Cedefop’s expectations.

An Output is the result of a process (e.g. software development produces a deliverable). An Outcome is an achievement of a certain level of quality, fulfilling the expectations of the client (e.g. software development produces a high quality deliverable, or a user interface is “simple”, “fast”, “pretty”, according to customer perception). A definition of performance and quality of deliverables should be made explicit, further to common agreement and consultation of the contractor with Cedefop, before implementation begins. The successful contractor shall make sure that measures are taken and methodologies are followed, so that the tasks and works provide appropriate outcomes for Cedefop.

2. Any new code or module developed and integrated with the current system, should not break existing functionality. The contractor should apply appropriate testing to guarantee this. Any bug, problem or dysfunction that occurs as a result of the introduction of new code to the system, shall be fixed in the highest priority and without extra charge to Cedefop.
3. The Contractor must provide 12 months guarantee (free fixes of bugs) for any developed module.
4. All deliverables should first undergo rigid and thorough testing by the Contractor before being delivered for acceptance testing by Cedefop. The testing should ensure proper functioning in all common browsers and platforms (the list will be commonly agreed with Cedefop).
5. All financial quotes for new developments should include all effort needed (e.g. testing) so as to guarantee the quality of the delivered code.

2.7.2. Project team

1. The project team shall be the one described in the tenderer’s technical proposal. In case of replacement for whatever reason of any member of the project team, the contractor is committed to propose a candidate with the same level of qualifications and experience for the project, documented by evidence (CV, qualifications, relevant work experience) and is also committed to take all measures in order to ensure that any eventual changes in staff will have no negative impact on the execution of the services (in terms of quality, deadlines and costs).
2. The Contractor should always keep Cedefop updated about the names and qualifications of all people participating in each work package, including all subcontractors. Cedefop will accept individuals to carry out the specified tasks only from among those with the compliant CVs which were part of the tenderer’s proposal in regards to the selection criteria (see point 3.2.2 - 4). If any of these individuals is unable to perform his/her duties, Cedefop should be informed within two working days. For his/her replacement the Contractor has to submit compliant CV(s) within maximum 5 working days. Cedefop will grant approval for the replacement and appointment of a new individual (other than those originally included in the proposal), to work on the tasks set out in the Order Form(s) only after the CV(s) and copies of the professional qualifications of the individual(s) proposed are carefully examined and accepted.
3. The contractor should replace within 10 working days any person involved in the project under the present call for tenders:
 - (a) whose conduct and behaviour are considered to be unsatisfactory;
 - (b) whose abilities and/or performance have proven unsatisfactory.
4. The Contractor is committed that the person providing on-site services will be available for work within 1 month from the signature of the contract.
5. In case of replacement of the person providing on-site services, the Contractor shall ensure a period of parallel on-site presence of another (second) person. This period is necessary to

ensure transfer of know-how between the departing and the new person. The duration of this period shall be at least 10 person-days.

2.7.3. Communication and Reporting

1. Cedefop Department "VET Systems and Institutions" and ICT service are responsible for the contract and will assign one Project Manager for the management of the contract.
2. Cedefop and the contractor will mostly communicate in English. The contractor must have the capacity to communicate in English to a very good standard (see selection criteria).
3. The contractor will provide monthly or quarterly delivered work reports, demonstrating the completed work performed during this period.

2.7.4. Multilingualism

Europass web applications should fully support multilingualism. Informatics systems must support at least all the current 27 Europass languages (European Union + European Economic Area + candidate countries), including Latin, Cyrillic and Greek alphabets plus all those additional languages which can be expected in the medium term (5 years).

NB: Please note that items especially in this section (2.7), as well as all of the Call for Tenders and the Tenderer's offer are binding and will make an integral part of the future contract. Non-conformance to the tenderer's commitments during the performance of the contract shall constitute a reason for Cedefop to terminate the contract.

2.8. Meetings and travels by the contractor

The contractor will be required to attend scheduled meetings at Cedefop (indicative number is about 20 over 4 years).

Meetings dates and frequency will be decided upon common agreement between Cedefop and the contractor.

Meetings expenses (i.e. travel and accommodation) will be reimbursed to the contractor on the basis of the contractor's financial offer (see Annex H, Excel sheet "Price per meeting").

Kick-off meeting will be done at Cedefop premises. At least two people from the contractor should attend the kick-off meeting at no charge to Cedefop.

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.

Requirement:

- The average annual turnover of the tenderer for the last three financial years concerning the type of services covered in this call for tenders should be at least 300,000 €.

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 (Questionnaire 2 in Annex G), **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 (only for studies).

Failing to respond duly and convincingly to the requirements set out in this section may imply the rejection of your tender at this stage.

Requirements for Technical and professional capacity:

1. Enrolment in the relevant professional register of the tenderer;
2. Adequate structure and resources (trained and certified technical staff) of the tenderer to perform the services described in the Terms of Reference;
3. At least three **3** contracts performed by the tenderer in the past three **(3) years** similar to the scope and nature of the services provided as those required in this call for tenders (section 2.4). The required TOTAL value (invoiced financial value) of these at least three (3) contracts should be at minimum 900,000 Euro.
4. The Tenderer's experts, whose involvement will be instrumental for the implementation of the contract, must have the relevant to the subject of the contract profiles, knowledge and experience for its successful implementation.
 - The three (3) required CVs for profile 1 below (Web developer) should collectively cover the experience in the different domains of Drupal, J2EE, front-end web development and tablet-compatible web development.
 - The two (2) CVs for profile 2 below (Senior web developer) should collectively cover the experience in the different domains of Drupal, J2EE and tablet-compatible web development.

In particular, the proposed experts for each profile must comply with the minimum requirements for education, experience and knowledge described in the table below:

Profile		Required experience
a	1. Web developer (WD)	<ul style="list-style-type: none"> - Post-secondary degree, or equivalent background and experience of at least 2 years, in relevant subject; - Additional minimum 2 years work experience as web developer in a) Java/JSP/J2EE, b) Drupal, c) front-end technologies Javascript/HTML/CSS/Ajax, d) tablet-compatible web development; - Good knowledge of English (B2) for speaking/reading/writing.
	2. Senior Web developer (SW)	<ul style="list-style-type: none"> - Post-secondary degree or experience of at least 3 years in relevant subject; - Additional minimum experience of 5 years in IT and at least 3 years with web development in a) J2EE and XML (both are required), b) Drupal, c) tablet-compatible web development; - Good knowledge of English (B2) for speaking/reading/writing.
b	3. Senior Analyst & Engineer (SA)	<ul style="list-style-type: none"> - ICT University degree or equivalent ICT professional experience of at least 4 years; - Additional minimum 3 years work experience in projects involving Drupal, J2EE, XML and tablet-compatible implementations (all four should be covered by the two submitted CVs); - Excellent knowledge of English (C1) for speaking/reading/writing.
	4. Senior User experience designer (SU)	<ul style="list-style-type: none"> - University degree (undergraduate or postgraduate), or equivalent professional experience of at least 4 years, on the field, i.e. User Experience, Fine Arts, Usability, Human-Computer Interaction; - Additional academic or professional experience of at least 4 years in related projects of the specific field (including period of studying); - Participation in at least 3 projects with the role of User Experience designer; - Excellent knowledge of English (C1) for speaking/reading/writing.
	5. Test Engineer (TE)	<ul style="list-style-type: none"> - Post-secondary degree or at least 3 years' experience in relevant subject; - Additional minimum 3 years as Quality Assurance Test engineer, working with automated testing frameworks and tools such as Selenium, writing Test Case Scenarios and doing Regression Testing; - Excellent knowledge of English (C1) for speaking/reading/writing.
c	6. Project and Quality Manager (PM)	<ul style="list-style-type: none"> - University degree, or equivalent background and experience of at least 4 years, in a relevant subject; - Minimum 8 years' experience in ICT of which minimum 3 years in Project Management of web systems and minimum 3 years dealing with quality assurance and quality control procedures; - Excellent knowledge of English (C1) for speaking/reading/writing.
d	7. Onsite product manager (PD)	<ul style="list-style-type: none"> - University degree or at least 4 years' experience on ICT relevant subject; - Minimum 4 years working as Product manager or Business analyst in the ICT sector; - Minimum 2 years working as Customer Support Service Manager or an equivalent, client-facing post; - Experience with web technologies (Drupal, J2EE/Java, XML, Javascript/HTML/CSS, tablet-compatible websites); - Excellent knowledge of English (C1) for speaking/reading/writing.
e	8. Service desk (HD)	<ul style="list-style-type: none"> - Minimum 2 years working as Technical Support, Help/service desk, specifically for web-related applications; - Excellent knowledge of English (C1) for speaking/reading/writing.

Proofs / Evidences of Technical and professional capacity:

The following documents or information must be presented by the tenderer to prove his technical and professional capacity to perform the proposed contract:

1. Document for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established;
2. Brief profile of the tenderer (**please fill-in Annex G**) to prove the ability, technical know-how, experience and expertise needed for the provision of the required services under this call for tenders;
3. List of at least 3 contracts (up to max. 5) performed in the past **three (3)** years (by the deadline of submission of offers) that are similar to the scope and nature as the services required in this call for tenders (section 2.4) and with total amount of min. 900,000 EUR (invoiced financial value), describing the contracting authorities, the subjects, the amounts, the dates, the percentage and the specific tasks performed by the tenderer (**please fill-in Annex G**);
4. Detailed CVs per profile of proposed personnel whose involvement will be crucial for performing the contract, indicating to which Profile they correspond. The tenderer must provide at least the following number of distinct CVs, as required in the table:

Profile	# of CVs required
1. Web developer (WD)	3
2. Senior Web developer (SW)	2
3. Senior Analyst & Engineer (SA)	2
4. Senior User experience designer (SU)	1
5. Test Engineer (TE)	1
6. Project and Quality Manager (PM)	2
7. Onsite product manager (PD)	2
8. Service desk (HD)	2

Besides submitting the required CVs, tenderers are also required to complete the related Checklists of Annex F1.

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 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 5th 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.

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. Award of the contract

5. AWARD OF 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 point 5.2);

TFO = Total Financial Offer of the tender (as per point 5.4 and Annex H);

***X** is the weighting for quality score (TQV) and for this tender procedure it is fixed to **(70)**;

***Y** is the weighting for price (TFO) and for this tender procedure it is fixed to **(30)**.

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 award (evaluation) criterion and in total a minimum of 60 out of 100 points (TQV) in the technical evaluation – see 5.2 below).

5.1. Technical proposal

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 tools and services proposed for performance of the contract.

Tenderers are requested to organise the technical offer in headings or to structure it in such a way so as to ensure that the content of the technical offer meets the requirements set out in the Terms of Reference as closely as possible and to facilitate the subsequent evaluation of tenders against the technical award criteria. It is up to the tenderer to present in his Technical Proposal a detailed organisation and methodology such that they fulfil (comply in full with) all requirements outlined in the Terms of Reference.

Tenderers are requested to submit their technical proposal (envelope B) in one original and three hard copies and in a form of a read access secured CD.

The content of the technical proposal in the hard copies and the one in the CD must be identical.

In case of discrepancies between the hard copies and the CD, the hard copies shall take precedence.

The Technical Proposal should prove that the Tenderer is capable of meeting in full the tender specifications, by providing all the information related to the scope of this project.

All the information and means of proof provided in the tender commit the contractor throughout the duration of the contract.

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).

NB: All the information and means of proof provided commit the contractor throughout the duration of the contract.

5.2. Technical evaluation

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:

No	Award Criteria	Max Points / TQV	Supporting Documentation to be provided
1.	Quality of the proposal for migrating the Europass website to Drupal	20	A complete and convincing technical proposal for the migration of the Europass website (http://europass.cedefop.europa.eu - not the EWA editor) to the Drupal CMS. See also section 2.5.1. The proposal should include: a Break Down Structure of the work; a break-down of human resources needed, per profile; a detailed Gantt chart with all anticipated activities, tasks and deliverables, meetings as well as anticipated milestones; the measures that will ensure the quality of the deliverable (e.g. testing); the necessary resources (human or other) that the Contractor will require from Cedefop (in person-days) and what are the necessary meetings at Cedefop premises. The proposal should also include a description of how the continuous delivery will be organised, as per section 2.5.4. Please note that your offer is binding and shall be reflected in the financial offer.
2.	Quality of the proposal for assuming full service responsibility for Europass Services	30	Proposal covering the requirements mentioned in 2.5.2.1-4 and Annex X2, including take-over of all Europass services, migration to the Cloud, setting up of Service Management and setting up all measures necessary for establishing the SLA.
3.	Quality of the proposal for a new technical architecture for the Europass Web applications online Editor	15	Proposal for a new technical architecture for the Europass Web applications online Editor, able to cope efficiently with the ever-increasing traffic and able to guarantee high availability, fault tolerance and continuity of service. Include description of caching mechanism, choice of servers' topology, fault tolerance/load balancing mechanisms and general set-up that will solve the problems and improve the architecture described in Annex X1 and will guarantee the proposed availability of services (KPIs – SLA of 2.5.2 - 4).

4.	Quality of the proposal for setting up an enhanced Support service for Europass visitors	15	Proposal covering the requirements mentioned in 2.3-4, but taking into account the rest of the requirements of the Call (specifically, the setting up of Service Management – section 2.5.2). See also Annex X2, section 6.
5.	Coverage of quality assurance and Testing	10	Description of how quality assurance and testing is applied, so as to guarantee minimisation of defects and regression bugs. Include utilisation of automated testing frameworks and tools. Define the structure and part of the proposed quality metrics, checklists, indicators, ways to measure and procedures, for each specific service. See related sections 2.5.2-5 and 2.7.1.
6.	The overall presentation of the offer (overall understanding of the nature, scope and criticality of the project; general conformance to the requirements, terms and conditions of the present call; clarity, precision and thoroughness of the proposal)	10	The whole offer presented in a clear, comprehensive and self-explanatory way.
	Total Quality Value (TQV)	100	

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

- do not reach a minimum of **50%** of the possible score for each award (evaluation) criterion, **and/or**
- obtain an overall total score (Total Quality value) of less than the total **60** (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 (5.4).

5.3. Financial Proposal

Tenderers should not disclose their financial offer (or parts of it) in any part of their tender (technical proposal, cover letter) other than the sealed envelope C.

The financial offer must be clear and in compliance with the tender specifications.

The tenderers must fill-in the Financial Offer spreadsheet (Price schedule table) in **ANNEX H** and present a detailed breakdown of the price offered. Breakdown of human resources is per profile.

Please note that Cedefop estimates for quantities are indicative and do not constitute any kind of legal obligation for the Centre.

- (1) The price for the on-site profiles shall be inclusive of all costs - person-day, travel and accommodation expenses.
- (2) All costs incurred (travel, accommodation etc.) related to meetings with Cedefop have to be included in the financial offer (Annex H). The work-days of the contractor's staff participating at each meeting will be paid according to the price of each profile. Please note that travel time will not be reimbursed or paid. Accommodation costs are all inclusive and cover all daily expenses. The actual number of days of the meeting(s) will be reimbursed. Any extra travel, accommodation etc. expenses besides those mentioned above, that might be needed to perform the tasks related to the contract, shall be subject to Cedefop's prior approval and might be reimbursed by Cedefop separately, according to its relevant rules.
- (3) The prices quoted must be fixed and not revisable for the first two years of the contract. For the remaining years Article I.3.2 of the Contract shall apply (see draft Framework Contract at Annex B).
- (4) Prices must be quoted in EURO and include all expenses (without VAT).
- (5) 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 shall therefore not 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)*"

5.4. Financial evaluation

Only tenders scoring in total 60 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 award criterion 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 point 5.3 and Annex H).

The tenders are awarded points for the Total Price offered (TFO) by using the following formula:

Financial score (TFO) = (cheapest Financial Proposal / Financial Proposal of the tender considered) Y.*

Where Y = price weighting (see the complete formula under point 5 above)

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. Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

5.4.1. 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 clauses 5, 5.2 and 5.4 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 30%.

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.

In the context of financial evaluation, the Evaluation Committee could find that tenders are unacceptable because the price is abnormally low. 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 (Models 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;
- the checklist for Conformity – Annex F1.

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 and in Annex H.

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

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

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.

Important:

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 F1:

Check list for Conformity

(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)

ANNEX K

GLOSSARY OF TERMS

Budget breakdown	The schedule which breaks down the contract value according to the different items or services, stating out fee rate, unit prices and lump sums for each item provided (Services, Supplies, Works).
Consortium	A grouping of eligible natural and legal persons or public entities which submits a tender or an application, under a tender procedure or in response to a Call for Tenders. It may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the Contracting Authority (Cedefop).
Contract	<p>Direct Contract: contract containing all the details necessary to implement it (as opposed to FWC)</p> <p>Framework Contract (FWC): contract establishing only the general outline of the services or goods to be delivered and requiring an additional step to make the actual purchase</p> <p>Specific Contract or order form: contract specifying details of a particular task based on the previously signed framework contract</p> <p>Purchase Order: request for services, supplies or works used generally for procurement of a value below €25 000 as an equivalent to a contract</p>
Contracting Authority	Cedefop
Evaluation committee	A committee made up of an odd number of members (at least three) with the necessary technical and administrative expertise to give an informed opinion on tenders.
Fee-based contract	A contract under which the services are provided on the basis of fixed fee rates for each day worked by experts (SERVICES).
Financial offer	The part of a tender which contains all the financial elements of the tender, including its summary budget and any detailed price breakdown or cash-flow forecast required by the tender dossier.
Framework contract (FWC)	<p>A framework contract is a contract concluded between Cedefop (the Contracting Authority) and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts and/ or Order Forms to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged.</p> <p>Cedefop may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.</p>

General conditions	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.
Lump Sum Contract	A contract under which the services are performed for an all-inclusive fixed price (SERVICES).
Open procedure	Calls for tenders are open where all interested economic operators may submit a tender.
Project	The project in relation to which the services/works/supplies are to be provided under the contract.
Project manager	The person responsible for monitoring the implementation of a project/contract on behalf of Cedefop.
Service contract	A contract between a service provider and Cedefop for the provision of services such as technical assistance or studies (SERVICES).
Services	Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs (SERVICES).
Special Conditions	The special conditions laid down by Cedefop (the Contracting Authority) as an integral part of the tender specifications (tender dossier), including amendments to the General Conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).
Successful Tenderer	The tenderer selected at the end of a tender procedure for the award of contract.
Supplier	Any natural or legal person or public entity or consortium of such persons and/or bodies offering to supply products (SUPPLIES).
Supplies	All items which the Contractor is required to supply to Cedefop (the Contracting Authority), including, where necessary, services such as installation, testing, commissioning, provision of expertise, supervision, warranty, maintenance, repair, training and other such obligations connected with the items to be provided under the contract (SUPPLIES).
Supply contract	Supply contracts cover the purchase of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.
Tender	A written or formal offer to supply goods, perform services or execute works for an agreed price and under agreed conditions.
Tender dossier	The set of tender specifications which contains all the documents needed to prepare and submit a tender.
Tender specifications	Document or set of documents giving full details of the conditions, organisation and subject of the procurement procedure (includes technical specifications).

Tender Price	The sum stated by the tenderer in his tender for carrying out the contract.
Tender procedure	The overall process of putting a contract out for tender, starting with the publication of a contract notice and ending with the award of the contract (contract award notice).
Tenderer	A natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
Technical Specifications	The document drawn up by Cedefop (the Contracting Authority) setting out its requirements and/or objectives in respect of the provision of supplies (or works), specifying, where relevant, the methods and resources to be used and/or results to be achieved (SUPPLIES, WORKS).
Terms of Reference (ToR)	The document drawn up by Cedefop (the Contracting Authority) setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved (SERVICES).
Warranty obligations	The warranty of the Contractor towards Cedefop that the supplies are new, unused, without defects, of the most recent models and incorporate all recent improvements in design and materials.

Where Services, Supplies or Works are not specified the definition applies to all types of contracts.

Annex X1

Europass technical architecture

(Given as a separate file)

Annex X2

Service Management details and hosting

(Given as a separate file)

Annex X3

Extract from CMS_ict-grid-ES

(Given as a separate file)