



European Centre for the
Development of Vocational Training

Call for tenders	AO/E/IT/SERVDESK/001/06
Type:	Open Procedure
Subject:	Service Desk Services
Place of execution	Thessaloniki, Greece
Deadline for submission of offers:	27th March 2006 – 17:00
Deadline for obtaining tendering specifications (Infopack)	3rd March 2006 – 17:00
Submit your offer:	In person at the offices of Cedefop or by postal mail or by courier
Offices:	Europe 123 Pylaia GR-570 01 – Thessaloniki
Postal address:	Cedefop P.O. Box 22427 GR-55 102 – Thessaloniki
To the Attention of:	Mr C. Lettmayr
Information:	Until the deadline for the submission of offers Name of responsible: Mr C. Lettmayr Fax : +(30) 2310 490.028 E-mail: C4T-services@cedefop.eu.int

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TENDERING SPECIFICATIONS

VADE MECUM

In responding to this open call for tender please make sure that you have:

- examined all the documents used for this call for tender and any other information available in writing for the purpose of responding;
- examined all further information relevant to the risks, contingencies, and other circumstances having an effect on your tender.

Specifically:

- Do not forget to SIGN your tender by a legally authorised person
- Be on time
- Be concise in your responses
- Lay your information out so that it is easily accessible to the Evaluation Committee.
- Do not assume the Evaluation Committee knows your company
- Answer the questions that have been asked and not the ones you would like to answer.
- Ensure your tender is a complying tender.
- Substantiate the company claims made in the tender. Be accurate in your claims.
- Demonstrate value for money in your tender.
- In drafting your financial offer read carefully Part I § 5.4 and § 7.5.
- In submitting your offer you should be aware of the general conditions included in Part III (draft framework contract to be awarded as a result of this open call for tender).

1.1. Glossary of terms

Tender, offer, proposal and *bid* are synonymous

Tenderer means the entity that submits an tender (offer)

The term *Contractor* means the successful **tenderer** with whom a future contract shall be, in principle, established.

Throughout this text, the terms **tenderer, respondents, suppliers, applicants** may be used interchangeably.

Must: requirements prefixed with a *must* imply an absolute obligation of conformance

Mandatory: failure to respond to a mandatory question may imply the rejection of the tender.

Call for Tender, Request for Proposal (RFP) and *Request for Tender* (RFT) are synonymous.

Service Desk and *Helpdesk* are synonymous.

The term *facilities* include equipment, interfaces, installations and related services.

Whenever a requirement (see Questionnaires) is expressed by a *must* this signifies a **mandatory** obligation of conformance. Failure to observe this may result in exclusion.

For a requirement, *minimum* and *at least* are synonymous.

'*Value for money*' means achieving the best outcome for every Euro spent by assessing both the **costs** and **benefits** of each purchase rather than simply focussing the evaluation of offers on the lowest purchase price alone.

Multilingualism: use and support of **multiple languages and scripts** in the same software product or component (contexts such as: e.g. documents, emails, dialogue boxes, interfaces, copy/paste clipboard, file system).

PART I. – INVITATION TO TENDER

2. PRESENTATION OF THIS CALL FOR TENDER

2.1. Introduction

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 IT Department, according to herein specified requirements. Such activities are commonly known as Service Desk activities.

The call for tender is composed of three parts:

Part I contains the subject matter and useful information for respondents (what is required, terms and conditions, how to submit an offer, award procedure etc);

Part II contains the technical specifications (terms of reference), reply forms (forms and *Questionnaires*), and additional documentation (functional requirements). Questionnaires are intended to help respondents to provide all required material in a standardised form (checklist) in order to facilitate the assessment procedure;

Part III contains a draft framework contract (sample) to be signed by the successful tenderer.

The enclosed provisions and specifications cover technical, legal and organisational guidelines and requirements, which are binding. They constitute an integral part of the contractual obligations of the tenderer for the tendering phase as for the future contract to be signed.

All documents used in this call for tender complete one another and form an integral unit. Any contradiction contained is not prejudicial to Cedefop. All documents herein are covered by restrictions governed by copyright laws.

Before deciding to participate in the present call, tenderers should read carefully all terms and conditions.

2.2. Cost free supply of the tender documents

Cedefop shall provide the infopack containing all the relevant documents for tenders' submission free of charge. The material will also be available in electronic format (on enclosed disk) to help tenderers prepare their offer (Questionnaires).

2.3. Implications of submitting a tender

The submission of a tender in reply to a Call for Tender issued by Cedefop entails the tenderer's:

2.3.1. *Accepting all the terms and conditions stipulated in this Call for Tender, in the draft contract and its annexes.*

2.3.2. *Waiver of the tenderer's own terms of business*

2.4. No obligation to award the contract

The submission of a tender gives neither the right to the attribution of a contract, nor to a compensation for any costs, losses or expenses incurred by tenderers in preparing their tender

2.5. Presentation of CEDEFOP

CEDEFOP, hereinafter referred to as “the Centre”, is a decentralised Agency funded by the European Commission whilst being operationally independent. Cedefop's Management Board consists of representatives of the Commission, the governments of the Member States, and employers' and employees' organisations from all the Member States. Norway and Iceland participate as observers.

The Centre's founding Regulation in 1975 cites the aim of the Centre as being “to assist the Commission in encouraging, at Community level, the promotion and development of vocational training and of in-service training”. Initially located in Berlin, Cedefop has been based in Thessaloniki, Greece, since 1995.

Cedefop is the European Union reference centre for vocational education and training.

The mission of the Centre is to monitor developments in the field of vocational education and training in Europe with a view to providing policy-makers and practitioners at all levels of vocational education and training (VET) in the EU and EEA (Commission, Member States and Social Partners) with relevant information on vocational education and training systems, policies, research, present practice and future trends, enabling them to take informed decisions on policy development and future action.

Cedefop publishes electronic and print publications, has a documentation centre and manages a series of networks with members all over Europe.

The Centre's website on <http://www.cedefop.eu.int> gives general information whilst the “Electronic Training Village” (referred to as the ETV) on <http://www.trainingvillage.gr> is an interactive site for vocational training information and research in Europe.

3. PURPOSE AND SCOPE OF THIS CALL FOR TENDER

3.1. Subject matter

Provision of Service Desk activity covering on-site first level technical user support (Help Desk) and call centre services. Provided almost exclusively in English and for their major part at the Centre's premises. Such services involve both in-site and remote support to Cedefop's Bruxelles office (4-5 users).

Detailed requirements and provisions pertaining to the subject matter are specified in Part II section 12.

4. CONTRACT TO BE AWARDED AS A RESULT OF THIS CALL FOR TENDERS

4.1. Awarding and type of contract

The market awarded will result in a Framework contract based on the draft (framework contract) in Part III. This framework contract lays down the legal, financial, technical and administrative provisions governing the relations between the Cedefop and the Contractor during the period of its validity.

The draft framework contract will be modified as necessary based on the elements of the selected offer not known at this stage of the procedure, such as prices, and on certain elements of these tendering specifications (see Part III).

4.2. General terms and conditions

The "*General Conditions*" governing the framework contract to be awarded can be found in the draft framework contract (Part III).

4.3. Duration of framework contract - Period of execution

The maximum duration of the framework contract may not exceed four years in total, including the initial period of three months.

NB: Signature of the Framework Contract does not place Cedefop under any obligation whatsoever to place orders.

4.4. Orders

4.4.1. Orders will be placed, as required, by means of Specific Agreements or purchase orders, which will be considered as supplementary agreements to the framework contract.

Specific agreements will be issued throughout the validity of the framework contract. Their number will depend on the needs and the budget situation of Cedefop's IT Department.

4.4.2. The Centre shall draw up a first specific agreement (or purchase order) for an initial three-month period with the tenderer whose bid places first (see award procedure). Subsequently, and **provided** collaboration during this period has been smooth, the specific agreement may be tacitly renewed up to a year including the probationary period of three months.

4.4.3. In the contrary case Cedefop will terminate the framework contract. **Important:** During the probationary period and if Cedefop judges it necessary, Cedefop may require to change one or more persons following a duly founded justification.

4.5. Prices

4.5.1. Cedefop enters into contracts and makes payments in Euro. Tenders must accordingly be expressed in Euro.

4.5.2. Tenders shall show prices in the form requested in the tendering specifications (e.g. Questionnaire 5).

4.5.3. Cedefop is exempt from all customs duties, indirect taxes and sales taxes in accordance with the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted. The VAT amount must be indicated separately.

4.6. Value of the framework contract

It is not possible for Cedefop to commit itself precisely at this stage. However, for information purposes only and without any legal obligation, Cedefop expects to require the services outlined above for an estimated 350 to 450 person-days per year.

5. EVALUATION AND AWARD PROCEDURE

The evaluation will be based on the tenderer's answers to the *Questionnaires* in Part II. The evaluation will proceed in stages, as described below. Only the offers meeting the requirements of a stage will pass on to the next stage of the evaluation.

The final stage involves the award of the contract to the tenderer who has presented the best offer (value for money).

The stages of the evaluation procedure will be as follows:

- (1) admissibility procedure
- (2) exclusion of tenderers;
- (3) selection of tenderers;
- (4) evaluation of offers according to the award criteria:
 - technical evaluation;
 - financial evaluation;
- (5) award of the contract.

5.1. Admissibility procedure

Proposals are checked for completeness and compliance. Proposals that do not contain **all** information requested (e.g. completed Questionnaires/forms and attachments) will be excluded from evaluation.

Tenders will be initially selected and deemed admissible where:

- (6) they have been submitted within the **deadline**.
- (7) they have been **duly signed** by an authorized person
- (8) there are three (3) copies
- (9) the **Questionnaires** and any **reply forms** have been duly completed

5.2. Grounds for the Exclusion of tenderers (fill-in and submit Questionnaire 2)

Tenderers shall be excluded from participation in this call for tenders if:

- 5.2.1. *they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;*
- 5.2.2. *they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;*
- 5.2.3. *they have been guilty of grave professional misconduct proven by any means which Cedefop can justify;*
- 5.2.4. *they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;*
- 5.2.5. *they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;*
- 5.2.6. *following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations*

Tenderers must certify that they are not in one of the situations listed above by providing:

- 5.2.7. *For points 1, 2, and 5 of section 5.2 a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied must be provided.*
- 5.2.8. *For point 5.2.4 a recent certificate issued by the competent authority of the State concerned must be provided. Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.*

Contracts may not be awarded to candidates or tenderers who during the procurement procedure:

- 5.2.9. *are subject to a conflict of interest;*

- 5.2.10. *are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.*
- 5.2.11. Tenderers must certify that they are not in one of the situations listed above.
- 5.2.12. *Conflict of interest: the Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to CEDEFOP in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.*

5.3. Selection of tenderers (fill-in and submit Questionnaire 3)

Tendering parties will be selected if they can prove that they have sufficient economic and financial capacity, on the one hand, and sufficient technical and professional capacity, on the other hand. To that end they should fill in the Questionnaire 3 in Part II and provide the required documentation.

5.3.1. Economic and financial capacity of tenderers

In order to prove that you have sufficient economic and financial capacity to perform the contract, you are required to present the required documentation an overview of which is given below (please fill-in the detailed Questionnaire 3):

- 5.3.1.1. appropriate statements from the bank or evidence of professional risk indemnity insurance;
- 5.3.1.2. official or certified true balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which you are established does not require you to publish your balance sheet);
- 5.3.1.3. a statement of overall turnover and turnover concerning the services to be covered by the contract during the last three (3) financial years;
- 5.3.1.4. if you intend to rely on the capacities of other entities (e.g. your parent company), a written undertaking on the part of those entities confirming that they will place the resources necessary for performance of the contract at your disposal.

5.3.2. Technical and professional capacity of tenderers

These criteria relate to your skill, efficiency, experience and reliability in similar circumstances (performing similar contracts, supplying such services). Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by presenting documentation as to the following criteria:

- 5.3.2.1. **Technical competence** of the company, in evidence of which all the following documents shall be furnished:
 - (1) presentation and description of the company;
 - (2) list of major contracts performed during the past three years similar to those described in this invitation to tender (indicating the amounts, the dates and the name of the consignees, public or private);
 - (3) description of the organisational structure of the tendering company (equipment, working methods, etc.) showing its ability to

adapt to any new factors arising during performance of the contract (unforeseen changes in deadlines and/or workload, etc.);

- (4) CVs based on criteria of suitability to the requirements in terms of: educational background, length and scope of experience, and any other elements of value to the purposes of this call for tender.

Please refer to and fill-in sections 11 to 31 of the Questionnaire 3.

5.3.2.2. **Professional capacity** and standing, in evidence of which the tenderer shall furnish:

- (1) proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (please fill in the annexed Legal entity form and provide the requested documents);
- (2) a certificate issued by a competent authority stating that the tenderer has fulfilled all obligations concerning the payment of social security contributions;
- (3) a certificate issued by a competent authority stating that the tenderer has fulfilled all obligations concerning the payment of tax, in accordance with the statutory provisions of the Member State in which the tenderer is established.

Please refer to and fill-in sections 6 to 10 of the Questionnaire 3.

5.4. Award Criteria

The evaluation of the technical and financial offer will be carried out by the competent Evaluation Committee. After the Evaluation Committee has made a proposal the Centre shall announce the final list of tenders and invite the tenderer whose offer places first to draw up the contract with the Centre.

The contract will be awarded to the most economically advantageous tender on the basis of the following value for money table.

Value corresponds to the overall value of the offer based on **technical and qualitative criteria** as it results from the answers provided in the **Questionnaire 4** and all supporting material. Value will be assessed according to a pre-established point system following the scheme in the table below.

Table of award criteria

Technical and Qualitative Value of the offer (i.e. overall merit and quality of the offer) taking into account the following criteria:	
Quality of:	
a) a detailed project implementation plan including the manner of service delivery (i.e. describing: the organization of the Service Desk, the call centre activity, methodology, quality assurance, quantity, availability, suitability and coordination of the project team, any other convincing element susceptible of adding value to your offer etc.) Question 1 of Questionnaire 4	60
b) the infrastructure you intend to put in place for the purposes of the contract and the mapping of necessary human resources that the Contractor will require from Cedefop. Questions 2, 3, 4 of Questionnaire 4	20
c) Suitability of the proposed manpower to perform the assigned tasks. Questions 5, 6 of Questionnaire 4	20
TQO	100%

Companies which do not achieve a minimum score of 60% for their technical and qualitative offer will be disqualified.

Responses in Questionnaire 4 will be given marks according to the following scheme:

Marks	Justification
0	No adherence to basic requirements at all
1	well under to the basic requirements
2	slightly under to the basic requirements
3	responding reasonably satisfactory to the basic requirements
4	slightly above to the basic requirements
5	well above to the basic requirements

Attention: mandatory requirements cannot receive a mark below 3. In such a case the whole offer may be rejected

Total financial offer (TFO)

Note: The financial offer will be based on total expenditure resulting from a predetermined setting. This will include basic cost and an indicative number of annual complementary costs (e.g. overtime and weekend or holiday work, use of third technician, out-of-office work). Specifically:

$$\text{TFO} = (350 * \text{K} + 100\text{H} * \text{Y} + 50\text{H} * \text{A} + 40 * \text{TA} + 32\text{H} * \text{KC} + 3 * \text{EE}) * 4 \text{ (years)}$$

- **K:** weekday cost per person
- **H:** hours
- **Y:** hourly cost of overtime during weekday
- **A:** hourly cost of overtime during holiday
- **KC:** hourly cost for spot work
- **TA:** daily cost of third person on weekdays
- **EE:** daily out-of-office cost

The final score results from the fraction:

$$\text{Final Score} = \text{TQO} / \text{TFO}$$

Both TQO and TFO are **normalised** to a scale of 100.

The company achieving the highest score on the award criteria will be placed first on the list of tenders and will be invited to sign a contract for

one year, including a trial period of three months during which the Centre will have the exclusive right to terminate or continue the contract.

6. SPECIAL TERMS AND CONDITIONS OF THE TENDERING PROCEDURE

6.1. Validity of tenders

The tenderer shall be bound by this tender for a period of minimum **six (6) months** from the final date for receipt of tenders (unless the tender proposes more).

6.2. Joint offers

Joint offers will **not** be accepted.

6.3. Confidentiality

A tenderer who submits an offer must maintain confidentiality in respect of any document made available to him by Cedefop in respect of any information to which he may have access as a result of the tender.

Any document submitted by tenderers will become the property of Cedefop and will be considered confidential.

6.4. Subcontracting

In case of subcontracting, each subcontractor **must** fill in the relevant Questionnaire 2 with all supporting documents mentioned above as well as the declaration on Exclusion criteria.

The tenderer must indicate the proportion of the contract may intend to subcontract

If awarded, the contract will be signed by the tenderer that will be the only contracting party responsible for the performance of the contract.

6.5. Contact point—additional info

Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

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 nature of the contract. Any request for additional information must be made in writing by fax (fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.eu.int).

Request for additional information received less than five working days before the closing date for submission of tenders will not be processed.

The contracting authority 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 tender.

Any additional information including that referred to above will be sent simultaneously to all tenderers who have requested the specifications (candidates invited to tender).

After the opening of tenders:

If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as result.

6.6. On-site services and working meetings under this call for tenders

In addition to on-site services the Contractor shall attend any meetings convened by Cedefop in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved. Except where otherwise provided by the Contract, travel and subsistence expenses shall be payable by Cedefop in accordance with its rules currently in force.

7. SUBMISSION OF OFFERS – RESPONSES (STANDARD REPLY FORMS)

7.1. Deadline and address of submission

The **deadline** date for submission is **27th March 2006 at 17:00 (CET+1)**. The tenders must be **sent** to, or **deposited** at the following addresses.

Mail address (send)	Office address (deposit)
Cedefop P.O. Box 22427 GR— 55 102—Thessaloniki GREECE	Cedefop Europe 123 Pylaia GR—57 001—Thessaloniki GREECE

7.2. How to send your offer

7.2.1. *Offers may be submitted in one of the following ways:*

7.2.2. *By mail through the **national post office**.* In this case, **registered mail** must be used. The offer should be posted at the latest by the deadline date and time. **The postmark** shall evidence respect of the deadline date.

7.2.3. Through a **courier service**. In this case, evidence of the date of dispatch shall be the courier service's registration slip.

7.2.4. By **hand-delivery**, to CEDEFOP, Procurement service, Att. Mr C. Lettmayr, **at the latest by 27th March 2006 on 17:00** whether by the tenderer

itself or by an authorised representative. In this case, the said delivery must be effected against a dated and signed receipt given by a staff member of the said service.

7.2.5. All tenders will be opened according to well-established internal procedures practised by Cedefop.

7.2.6. Tenders **must not** be submitted **via facsimile** or **electronic tender submission**. Proposals will only be accepted in **printed form** delivered to the above location.

7.2.7. Tenders submitted after the above deadline will not be opened and will be returned to the tenderer.

7.3. **What Documents to submit (mandatory)**

Tenderers **must** provide their offer both in hard-copy format (paper) and in electronic format (MS-Word file):

- (1) all the Questionnaires 1 to 4 properly filled-in and signed with all supporting documentation there in including the *Project Reference Forms* and *CVs*, the *Legal entity form* (see point 5.3.2.2. above) and the *Financial Identification Form* (see *Questionnaire 1*) in one envelope including the disc.
- (2) Questionnaire 5, properly filled-in and signed, in a **separate** envelope including the disc.

7.4. **How to draw up your offer**

7.4.1. *Language of the tender*

The submission of tenders will be done preferably in English.

7.4.2. *Questionnaires*

The tenderer must respond to this call for tenders by completing the Questionnaires contained in Part II of these tendering specifications. In addition to completing the Questionnaires, he may also include any other information, which he considers relevant.

Every tenderer must complete a copy of the appropriate Questionnaires (see Part II. For offers involving sub-contractors, certain questions (as indicated in the Questionnaire) should be completed for each sub-contractor.

In completing a Questionnaire, the Tenderer should, where possible, respond in the space provided. If more space is required, the response should be made separately and annexed to the Questionnaire. Such a response should be clearly referenced or identified and this reference should be noted on the Questionnaire in place of the actual response.

Great care should be taken to ensure that a full response has been given to each question. Incomplete responses prevent a full evaluation of an offer, and in some cases, will lead to elimination.

Important: any lack of answer will be considered as a negative answer.

You should preferably use the original Questionnaire (or a photocopy) when making your response. The Questionnaire may be filled in by hand. If you reproduce the Questionnaire using your own text processing facilities, you must ensure that all the questions from the original Questionnaire are included in your reproduction. Any alteration of the original questions will lead to elimination.

7.4.3. *Mandatory questions*

At several points in the Questionnaires, you will see the mention "Mandatory". Particular attention should be paid to such questions for which a positive answer is mandatory. Indeed, if a positive answer is **not given** to any such question, the tenderer may be eliminated from the evaluation procedure. Should there be any objection to these mandatory questions, the tenderer must contact the Cedefop before the deadline for submission of tenders.

7.4.4. *CV Forms*

This document defines a standard Curriculum Vitae (CV) layout for a tenderer to use when putting forward a person for a particular role in a project. Tenderers may use an equivalent CV form.

7.5. **How to submit your tender (Format of tenders)**

7.5.1. *Number of copies*

Tenders must be submitted in three (3) copies (triplicate) (one original clearly marked as "Original" and two photocopies marked as "Copy-1" "and Copy-2". One complete copy must contain in the same envelope all documents under §7.3. The technical offer and the financial offer must be in separate envelopes.

7.5.2. *Presentation*

Tenders must be submitted in conformance with the administrative requirements as set out in the present call for tenders. Each copy shall contain all required documents.

The original copy of the tender:

- must be signed by the tenderer or by an authorised representative of the tenderer.
- be accompanied by a covering letter **signed** by the tenderer or his duly authorised agent;
- be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures;

7.5.3. *Envelopes*

Tenders must be submitted in a sealed envelope, itself enclosed within a second sealed envelope.

The **outer envelope** should read exactly as follows:

<p>Cedefop Procurement Services Att. Mr C. Lettmayr Call for Tenders - Reference: <AO/E/IT/SERVDESK/001/06> P.O. Box 22427 GR— 55 102—Thessaloniki</p>

The **inner envelope** should read exactly as follows:

<p>Cedefop Attn Mr C. Lettmayr (Procurement Services) Call for Tenders - Reference: <AO/E/IT/SERVDESK/001/06> P.O. Box 22427 GR— 55 102—Thessaloniki "Open invitation to tender - Not to be opened by the mail service".</p>

7.6. **Financial offer**

The financial offer must be placed in a separate envelope (MANDATORY). To facilitate the processing of financial data, tenderers are requested to include in their sealed envelope “*Financial Offer*” both the paper form and the electronic (disc).

PART II

TECHNICAL SPECIFICATIONS **(TERMS OF REFERENCE)**

8. PLACE OF DELIVERY OF SERVICES

The Centre is situated about 800m from the Praktiker crossroads at Pylaia, Thessaloniki (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.

In exceptional circumstances the contractor may be required to supply out-of-office services either in Greece or in Belgium (e.g. the Centre's Brussels office). In such cases, the Centre, in accordance with its internal regulation, shall cover per diem and transport costs.

9. WORK SCHEDULE

Services shall be supplied daily, Monday through Friday from **08:30 to 17:30**, (with a half-hour lunch break). When two workers are present at the Centre, one of them must comply strictly with the above schedule.

The contractor shall be able to provide service on weekends and Greek holidays and to work overtime in response to the Centre's needs. The Centre must inform the Contractor of such needs at least one working day in advance.

10. WORK ENVIRONMENT

The Centre operates a staff canteen serving lunch from 13:00 to 15:00. The cost of meals, which ranges from 3.00 – 4.50 €, shall be covered by the Contractor.

The Centre provides a Help Desk office and all equipment (PC, cordless telephone, laboratory, IT Storage Room, etc.) necessary for the smooth provision of the contractor's services at its premises. It also offers the possibility of training on specific ICT subjects of the Centre.

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 exclusively in English.

11. HOLIDAYS

Cedefop observes most Greek holidays and is closed for an additional 6 days every year (Christmas/New Year's (5), Schumann Day (1)).

12. TASKS AND DUTIES OF THE H E L P D E S K SERVICE

The central Help Desk shall respond to all user calls 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 programmes, 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. A more analytically list of tasks (not restrictive) is given below:

12.1. **Monitoring IT infrastructure**

The Help Desk shall ensure continuous and proper functioning of all hardware and software client infrastructure and shall either provide solutions to problems (troubleshooting) by visiting, calling or e-mailing users, or report such problems to a secondary level of support. This activity shall cover:

- (1) **Hardware (H/W):** PCs, Laptops, printers of all types, scanners, projectors, telephone equipment etc.
- (2) **Software (S/W):** all desktop software, configurations, virus checks and removals etc; see 5.4 for details.
- (3) **Network:** simple cabling tasks, network card troubleshooting, simple network checks.

Please note that the Centre's PC environment is exclusively in English (i.e. no localised software in Greek or French, etc.).

12.2. **Associated services**

The contractor shall

- communicate with the relevant companies to ensure equipment is picked up for repairs
- help set up equipment necessary for conferences and other events
- assist IT Department staff
- transport, move and install new equipment and software
- take delivery of returned equipment
- report any irregularities or violations of the free operation and use of the Centre's IT infrastructure
- update the Help Desk call database

12.3. **Responsible Department**

The contractor shall report to the Head of the IT Department or, in his absence, to his replacement.

12.4. Work will be carried out in the following environments:

12.4.1. Indicative Hardware

- **PCs:** Dell (95%, Optiplex GX2xx, GX6xx), HP/Compaq (5%, HP Brio, EVO).
- **Servers:** MS Windows 2000, 2003 (90% HP/Compaq Proliant), Unix (Linux, AIX).
- **Laptops:** HP/Compaq Evo 6000/8000, operating system MS Windows XP
- **Network:** Switched Fast Ethernet

12.4.2. Indicative software

- **Server operating system:** Windows 2000/2003 Server Active Directory Domain, Single Forest, Dual Site organised with Group Policies
- **Client operating system:** MS Windows XP Pro SP1 & 2, very few MS Windows 2000
- **Office Suite:** Microsoft Office 2003 and few Visio installations
- **Mail:** Exchange 2003 on MS Windows 2003 cluster, Outlook 2003, Outlook Web Access (RPC over http for remote clients)
- **Internet:** Internet Explorer v6 or higher, Mozilla Firefox, central Proxy present
- **ERP platform:** Internally developed client-server supported on a Sybase RDBMS
- **Development Tools:** Homesite, Macromedia (Fireworks, Dreamweaver)
- **DTP Tools:** Corel Draw 12.0, PhotoShop CS, Adobe Acrobat Pro 6.0
- **Spam and Antiviral protection:** Clearswift's Mailsweeper and F-Secure centrally managed

12.5. Trouble-shooting of peripheral devices

Management of peripheral devices comprises of:

- Replace of consumables such as toner cartridges, fuser appliances etc.
- Fix small malfunctions such as paper jams, cabling problems
- Report to servicing companies major errors and keep track of repairs and log all communications.

Cedefop's peripheral devices:

- **Multifunctional devices:** Hewlett Packard LaserJet 4345mfp
- **Printers:** Hewlett Packard LaserJet (LJ 4xxx, LJ 8xxx, Colour LJ 4600), Canon (CP660 colour), Xerox 7700 Colour and various standalone HP DeskJet.
- Scanner: mainly Hewlett Packard

12.6. Supporting current tasks in servers (back-ups) and network services (connections, troubleshooting).

12.7. Supporting current tasks in telecommunications

- installations, connections, troubleshooting
- support to classic or cordless telephony (DECT), Fax.
- wireless network support and troubleshooting
- The Centre's telephone centre (ISDN) is Siemens (Hicom 330).

12.8. Supporting eth above tasks in the Centre's conference centre, including during various events, by providing support for:

- Data services, voice, networking in conference rooms (preparation and assistance for presentations, etc.)
- Telephone connections, interfacing with various types of projectors, e.g. NEC, Sony, Toshiba, Barco.
- video-conferencing

12.9. Specialised software

The ability to support specialised software such as **collaborative applications** (collaborative/WCMS: OpenText Livelink), **translation applications** (Trados Translators Workbench), and **ERP applications** with home-made databases will be appreciated.

12.10. Keeping a daily register of incidents and tasks in the Help Desk database

ANNEXES

1. STANDARD REPLY FORMS

QUESTIONNAIRES

- Questionnaire 1 – Tenderer Identification
- Questionnaire 2 – Exclusion criteria
- Questionnaire 3 – Selection criteria
- Questionnaire 4 – Technical evaluation
- Questionnaire 5 – Financial offer

Other Forms

- CV Forms
- Project Reference Forms
- Legal Entity form
- Financial Identification Form

QUESTIONNAIRE 1: TENDERER IDENTIFICATION

Identity	
Name of tenderer	
Acting as: 1) main contractor 2) subcontractor	(specify role)
Legal status of applicant	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address	
Address of the tenderer's registered office
Tenderer's administrative address for the purpose of this invitation, if applicable
Contact Person	
Contact person for this invitation to tender	
a) Surname	
b) Forename	
c) Title (e.g. Dr, Mr, Mrs)	
d) Position (e.g. Manager)	
e) Telephone number	
f) Fax number	
g) E-mail address	
h) Address	

Names of the legal representatives	
And of other representatives of the tenderer who are authorised to sign contracts with third parties	
Financial Identification (please fill in the annexed Financial Identification Form)	
a) Name of bank	
b) Address of bank	
c) Bank code	
d) Account number	
e) IBAN	
f) BIC	
g) Currency	
Declaration by an authorised representative of the organisation:	
I, the undersigned, certify that the information given in this application is correct and that the offer is valid.	
a) Surname	
b) Forename	
c) Title (e.g. Dr, Mr, Mrs)	
d) Position (e.g. Manager)	
e) Telephone number	
f) Fax number	
g) Address	
h) E-mail address	
SIGNATURE:	

QUESTIONNAIRE 2: EXCLUSION CRITERIA

Questions relating to the exclusion of tenderers from participation in this call for tenders		Brief response or reference
1.	Do you confirm that you are not bankrupt, being wound up or that you have not suspended business activities, your affairs are not being administered by the Court, you have not entered into an arrangement with creditors or similar measures or that you are not the subject of any proceedings of that nature?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
2.	Do you confirm that you have not been convicted of an offence concerning your professional conduct by a judgement, which is not open to appeal?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
3.	Do you confirm that you have not been the subject of a judgement, which is not open to appeal, for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
4.	Have you enclosed a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that the requirements listed above in points 1, 2, 3 are satisfied. (Documentation required)	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
5.	Do you confirm that you have not been guilty of grave professional misconduct proven by any means, which Cedefop can justify?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
6.	Do you confirm that you have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which you are established or with those of the country of the contracting authority or those of the country where the contract is to be performed?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
7.	Have you enclosed a recent certificate issued by the competent authority of the State concerned stating that the tenderer is not in the situation described in point 6 above? Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance. (Documentation required)	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
8.	Do you confirm that following another procurement procedure or grant award procedure financed by the Community budget, you have not been declared to be in serious breach of contract for failure to comply with your contractual obligations.	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
Questions relating to the non-award of the contract to a tenderer		
9.	Are you subject to a conflict of interest?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>
10.	Do you confirm that you have supplied information required by this call for tenders in good faith and without misrepresentation?	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>MANDATORY</i>

QUESTIONNAIRE 3: SELECTION CRITERIA

	Questions relating to the selection of the Tenderer	Brief response or reference
	<i>Economic and financial capacity (amounts shall be expressed in euro)</i> <i>Only tenderers with a sound financial and economic capacity will be considered</i>	
1.	Are you willing to submit a bank guarantee of good performance of 10.000€ to cover performance during the first year of the contract MANDATORY	<input type="checkbox"/> YES
2.	Have you enclosed official or certified true balance sheets or extracts from balance sheets for at least the last three years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which you are established does not require you to publish your balance sheet) MANDATORY	<input type="checkbox"/> YES Reference
3.	Have you enclosed a proof of your professional risk indemnity insurance?	<input type="checkbox"/> YES Reference
4.	Do you belong to a parent company?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
	If yes, have you enclosed a written undertaking declaration from this parent company confirming that they will place the resources necessary for performance of the contract at your disposal	YES/NO (mandatory if previous answer YES)
5.	Have you enclosed the total turnover and turnover of supplies of the type which is the subject of this call for tenders for the past three (3) financial years (distinguishing between European turnover and turnover in the Greek market expressing all values in Euro)	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
	<i>Technical and professional capacity</i>	
	Professional capacity and standing, in evidence of which the tenderer shall furnish:	
6.	A recently certified proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (please also complete the annexed Legal Entity form); MANDATORY	<input type="checkbox"/> YES Reference
7.	A certificate issued by a competent authority stating that the tenderer has fulfilled all obligations concerning the payment of social security contributions; MANDATORY	<input type="checkbox"/> YES Reference
8.	A certificate issued by a competent authority stating that the tenderer has fulfilled all obligations concerning the payment of taxes , in accordance with the statutory provisions of the Member State in which the tenderer is established. MANDATORY	<input type="checkbox"/> YES Reference

Quality Assurance		
9.	Have you obtained the ISO 9001 quality certification? If yes please submit it.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
10.	Do you have any experience in working with <u>S</u> ervice <u>L</u> evel <u>A</u> greements (SLA's)? If yes, list any organisations with which you have entered into such agreements. Where SLA's for the type of service required under this call for tender already exist, your offer should include one example.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
Technical competence and suitability of the company, organisation and staffing structure available for the services covered by this call for tender , in evidence of which all the following documentation shall be furnished:		
11.	Have you enclosed a general presentation and description of your company's organisational structure (technical infrastructure/equipment used, working methods, etc.) showing its ability to adapt to any new factors arising during performance of the contract (e.g. unforeseen changes in workload, quantity of orders etc.); MANDATORY	<input type="checkbox"/> YES Reference
12.	Have you provided documentation demonstrating your ability to provide the services under this call for tender for the specific place of delivery (i.e. Thessaloniki, Greece): MANDATORY	<input type="checkbox"/> YES Reference
13.	Have you enclosed a specific description of the organisational structure of your technical and support divisions.? (If relevant, include the relationships between the tenderer and other companies of the same group) MANDATORY	<input type="checkbox"/> YES Reference
14.	Have you indicate the number of staff at each level (management, technical staff, ...) of the tendering company for the last 3 years, including all characteristics that clearly indicate the suitability of the said staff to the services required by this call for tender? MANDATORY	<input type="checkbox"/> YES Reference
15.	Have you enclosed the average time employees stay in your company in general, and specifically employees involved in the service required in this call for tenders. (Staff Turnover)	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
16.	Do you agree to replace a person involved in the project under the present call for tenders: MANDATORY	<input type="checkbox"/> YES
17.	a) Whose conduct and behaviour are considered to be unsatisfactory? MANDATORY	<input type="checkbox"/> YES
18.	b) Whose abilities and/or performance have proven e unsatisfactory? MANDATORY	<input type="checkbox"/> YES
19.	In case of replacement, does the tenderer commit itself to propose more than one candidate with the same qualifications and experience for the project? MANDATORY	<input type="checkbox"/> YES Reference

20.	Have you enclosed a list of major contracts performed during the past three years (3) similar to the scope, size and nature as those required in this call to tender? (Please indicate: the amounts, the dates, the name of the consignees i.e. public or private and the persons of your company who were involved): MANDATORY	<input type="checkbox"/> YES Reference
21.	Have you included any referenced staff training or any official Certification of products used in Cedefop (i.e. Microsoft operating systems, Office platforms etc)	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
22.	Do you guarantee that the staff proposed to perform the services under this call for tender — whether your own or, if applicable, your subcontractor — comply individually as a physical persons to the requirements 2, 3 ,4 and 5 of Questionnaire 2 – see above?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
23.	Can you provide support services during extended working hours (before 08:00 or after 17:30 on normal working days, week-ends and public/bank holidays)? MANDATORY	<input type="checkbox"/> YES
Human Resources –General requirement		
24.	Have you enclosed detailed CV of the person that will be proposed to oversee the Contract and act as Liaison with the Centre MANDATORY	<input type="checkbox"/> YES Reference
25.	Have you enclosed detailed CVs of at least three (3) persons that will be proposed to perform helpdesk services MANDATORY	<input type="checkbox"/> YES Reference
Human Resources – Specific requirement for CVs		
26.	Have you proven that the proposed technical staff for the services required by this call for tender have at least three years (3) experience similar to the scope, size and nature as those required in this call to tender? (Please indicate: the amounts, the dates, the name of the consignees i.e. public or private and the persons of your company who were involved): MANDATORY	<input type="checkbox"/> YES Reference
27.	Have you proven the very good knowledge of English of the proposed project team (Recognised language certificate or at least 4 years' proven residence abroad (for purposes of study or work)) MANDATORY	<input type="checkbox"/> YES Reference
28.	Have you included, if applicable, a proof of a second knowledge of the proposed project team?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
29.	Is at least one of the proposed technicians Greek speaking (native or otherwise) MANDATORY	<input type="checkbox"/> YES Reference
30.	Have proven the knowledge of a third official languages of the EU of any of the proposed staff (Recognised language certificate or at least 3 years' proven residence abroad (for purposes of study or work))	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
31.	Does any of the proposed staff have previous experience in a like post in a foreign-language environment? If so, please reference	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference

QUESTIONNAIRE 4: TECHNICAL SPECIFICATIONS

GUIDELINES FOR FILLING IN THIS QUESTIONNAIRE

Please fill in the following forms using the tables and include them in your offer both in **paper and electronic form**. Justify your answers where indicated by giving a short description or precise reference to the page(s)/paragraph(s) of their accompanying documentation describing the proposed solution.

The numbering of the replies to the questions **must** be the same as in the Questionnaire.

All questions (mandatory or not) will be evaluated, based on the technical description of the solution given by the tenderer in the rightmost column of the Questionnaires.

1	<p>Have you enclosed a concise project proposal comprising:</p> <p>a) a detailed project implementation plan including the manner of service delivery (i.e. describing: the organization of the Service Desk, the call centre activity, methodology, quality assurance, quantity, availability, suitability and coordination of the project team, any other convincing element susceptible of adding value to your offer etc.)</p> <p>b) the infrastructure you intend to put in place for the purposes of the contract and the mapping of necessary human resources that the Contractor will require from Cedefop.</p> <p>MANDATORY</p>	<input type="checkbox"/> YES Reference
2	<p>Have you taken into account the need for a continuous, stable, qualitatively consistent and well-coordinated operation of the Help Desk team?</p> <p>MANDATORY</p>	<input type="checkbox"/> YES Reference
3	<p>Do you guarantee that the proposed technicians will be available to the Centre, if the contract starts within <u>2 months</u> from the deadline for submission of tenders?</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	<p>Have you included a list containing the maximum available staff in your company who can potentially be assigned to services required in the context of this call for tender?</p> <p>MANDATORY</p>	<input type="checkbox"/> YES Reference
5	<p>Is your company following a scheduled training scheme of any kind? Is your staff trained on a regular basis?</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
6	<p>Does the composition of proposed technical team constitutes of any staff that is Officially Certified for any of the products used in client environment of Cedefop (see Part II) (i.e. Microsoft Certified Desktop Support Technician-MSDST, Microsoft Office Specialist-MOS, Microsoft Certified Professional-MCP)</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference

QUESTIONNAIRE 5: FINANCIAL OFFER

12.11. Form of submission of the Financial offer (mandatory)

The financial offer must be placed in a separate envelop. Tenderers are requested to include in their sealed envelope “*Financial Offer*” both the paper form and the electronic one (disc/CD).

	Item	Price in €
1	Per diem cost per person (weekdays for up to 3 technicians) (K)	
2	Hourly cost of over time during weekdays (Y)	
3	Hourly cost of over time during weekends and holidays (A)	
4	Daily cost of third person on weekdays (TA)	
5	Hourly cost for spot work (KC)	
6	Per diem cost for out-of-office work, including abroad (this should not include transport and hotel costs) (EE)	
	Total Financial Offer: TFO= 350*K+ 100H*Y + 50H*A+ 40*TA +32H*KC+ 3*EE	

FORMS**12.12. CV format**

Please make use of this form (or equivalent) to submit your CVs. How to fill out the CV forms:

Each CV consists of one CV front page **and at least** one CV experience page; more CV experience pages may be added as necessary.

Each CV experience page contains data about the projects the employee has participated in and about the software he used in the context of these projects. More CV experience pages must be added for more projects.

CV front page

Name:			
Date of birth:			
Type of contract:	Check the appropriate: permanent non-permanent Comments:		
Profile for which employee is entered:	Check the appropriate (only one): Support technicians Programmer Analyst-Programmer Senior Analyst-Programmer Senior Analyst Project Manager Senior Consultant Information SYSTEM Support Person End User Documentation Author Information SYSTEM Trainer		
Highest relevant educational qualification:			
Languages (indicate level of skill: 1= poor, 5=excellent)		Written	Spoken
	English		
	French		
	Greek		
	other:		
Date started IT career:			
Summary: (use this area to briefly indicate the major facts which the Cedefop should know about this employee):			

CV experience page

CV n°	
CV experience page number for this CV	

PROJECT EXPERIENCE	
Project name	
Company:	
Dates	
Project description (including client and contact person):	
Employee's Roles & Responsibilities in the project	
Software used by the employee in the project:	

12.13. Project Reference Form

PROJECT EXPERIENCE	
Project name	
Company:	
Dates	
Project description (including client and contact person):	
Employee's Roles & Responsibilities in the project	
Software used by the employee in the project:	

12.14. Legal Entity Form

For all language and entity forms please consult the following link:

http://europa.eu.int/comm/budget/execution/legal_entities_en.htm

LEGAL ENTITIES	
PRIVACY STATEMENT	http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm
PRIVATE COMPANIES	
TYPE OF COMPANY	<input type="text"/>
NGO	YES <input type="checkbox"/> NO <input type="checkbox"/> (Non Governmental Organisation)
NAME(S)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
ABBREVIATION	<input type="text"/>
ADDRESS OF THE HEAD OFFICE	<input type="text"/> <input type="text"/> <input type="text"/>
POSTAL CODE	<input type="text"/> P.O. BOX <input type="text"/>
CITY	<input type="text"/>
COUNTRY	<input type="text"/>
VAT	<input type="text"/>
PLACE OF REGISTRATION	<input type="text"/>
DATE OF REGISTRATION	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>DD MM YYYY</small>
REGISTRATION NR	<input type="text"/>
PHONE	<input type="text"/> FAX <input type="text"/>
E-MAIL	<input type="text"/>
<p>THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED TOGETHER WITH:</p> <p>* A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;</p> <p>* A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.</p>	
DATE AND SIGNATURE	

12.15. Financial Identification Form

For all language forms please consult the following link:

http://europa.eu.int/comm/budget/execution/ftiers_en.htm

FINANCIAL IDENTIFICATION

PRIVACY STATEMENT http://europa.eu.int/comm/budget/execution/ftiers_fr.htm

<u>ACCOUNT HOLDER</u>	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
COUNTRY	<input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/>
E - MAIL	<input type="text"/>
POSTCODE	<input type="text"/>
VAT NUMBER	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN	<input type="text"/>
POSTCODE	<input type="text"/>

REMARKS :

<p><u>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</u> (Both Obligatory)(1)</p>	<p><u>DATE + SIGNATURE ACCOUNT HOLDER :</u> (Obligatory)</p>
--	--

(1) The bank stamp and signature of its representative are not required if this form is accompanied by a copy of a bank statement. The signature of the account holder is obligatory in all cases.

PART III

Draft Framework Contract



European Centre for the
Development of Vocational Training

(DRAFT) FRAMEWORK CONTRACT

CONTRACT NUMBER – [complete]

The European Centre for the Development of Vocational Training, hereinafter referred to as "Cedefop", which is represented for the purposes of the signature of this multiple framework contract by Ms Aviana Bulgarelli, Director,

of the one part,

and

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "The Contractor"), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part

HAVE AGREED

the **I - Special Conditions**, the **II - General Conditions** and the **III - General Terms and Conditions for Information Technologies Contracts** below and the following Annexes:

- Annex I** – List of *Services* covered by the Contract and schedule of prices.
- Annex II** – Financial Identification Form
- Annex III** – Tender Specifications (Invitation to Tender No [complete] of [complete])
- Annex IV** – Contractor's Tender (No [complete] of [complete])
- Annex V** – Cedefop's ICT facilities use policy
- Annex VI** – Order Form – Model
- Annex VII** – Specific Contract - Model

[*other Annexes*]

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the General Terms and Conditions for Information Technologies Contracts.
- The terms set out in the General Terms and Conditions for Information Technologies Contracts shall take precedence over those in the Annexes.
- The terms set out in the Contract shall take precedence over those in the Specific Contracts and Order Forms.
- The terms set out in the Tender Specifications (Annex III) shall take precedence over those in the Tender (Annex IV).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by Cedefop; subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

PREAMBLE

On .../.../2006, Cedefop published, in the Official Journal of the European Communities, a call for tenders under reference n° AO-E-IT-SERVDESK-001-06, for

The Contractor was selected, as the first contractor of a multiple contract at the conclusion of the evaluation process, on the basis of its bid submitted on .../.../200.. in response to the invitation to tender.

The second contractor of the multiple contract is ... with the contract No ...

The third contractor of the multiple contract is ... with the contract No ...

This Framework contract contains all the conditions for concluding and executing Specific Contracts/Order Forms. Please note that reference to Specific Contracts in the different parts of the Framework contract may be understood, where relevant, as references to Order Forms.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1 The subject of the Contract is :

- the provision to Cedefop of *Informatics services*, as set out in the Annex I, *being* related/not related to the provision of *Products*,
- The *Products* and *Services* covered by this Contract are listed in Annex I [and Annex II].

I.1.2 Upon implementation of the Contract, the Contractor shall [*execute the tasks*] in accordance with Annex I

I.1.3 The Contract *does not* confer on the Contractor any exclusive right to supply the goods or to provide *Services* referred to in the above paragraph.

I.1.4 Signature of the Contract imposes no obligation on Cedefop to purchase. Only the implementation of the Contract through Order Forms and Specific Contracts is binding on Cedefop.

I.1.5 All Specific Contracts and *Order Forms* implementing the Contract shall conform to the terms set out therein.

I.1.6 The General Terms and Conditions for Information Technologies Contracts should be used with the following remarks:

- (1) Where it says Commission should be read as Cedefop
- (2) General terms and Conditions is amended as follows : where it says Central Service Desk, should be read as “ Cedefop’s IRM or any person appointed by him for that matter.”
- (3) In General terms and Conditions, the (declaration of confidentiality) , “Article 5 of the Commission decision on protection of information systems [C(95) 1510 23/11/95]. “ is amended as “Cedefop’s ICT facilities use policy”
- (4) Annex V has been added, which is the Cedefop’s ICT facilities use policy

ARTICLE I.2 - DURATION

I.2.1 The Contract shall enter into force on [on the date of signature. [on [complete] if it has already been signed by both contracting parties].

I.2.2 Under no circumstances may implementation take place before the date on which the Contract enters into force. Specific Contracts may under no circumstances be placed before the date on which the Contract enters into force.

I.2.3 The Contract is concluded for a period of one year with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

I.2.4 The Specific Contracts pursuant to the Contract shall be returned signed before the Contract to which refers expires.

The Contract shall continue to apply to Specific Contracts executed after the Contract expires. Such Specific Contracts shall be executed no later than six (6) months after expiry of the contract.

[I.2.5 *[The Contract shall be renewed automatically up to 3 times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other [before expiry of the period indicated in Article I.2.3]. Renewal does not imply any modification or deferment of existing obligations.]*

ARTICLE I.3 - PRICES

I.3.1 The prices of this contract shall be as listed in Annex I.

I.3.2 Prices shall be expressed in euro. [Prices shall be fixed and not subject to revision]

[I.3.3] Official price list

1. The *Official price list* will be updated every [complete frequency]. Once the update of *Official price list* is made available to Cedefop, Cedefop must accept or refuse it within [complete].
2. In addition to providing Cedefop with the paper version of the *Official price list*, the Contractor is required to provide them in [complete]
3. The *Official price list* will be available [complete – if the list is available only to a sector of the public, the contractor must give precise indications as to how it will be made available to Cedefop]]

ARTICLE I.4 – ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

[I.4.1 Within 7 working days of an *Order Form* being sent by Cedefop, the Contractor shall return it, duly signed and dated. [Should the Contractor be unavailable, he shall give reasons for refusal within the same period and Cedefop shall be entitled to place the order with the next Contractor on the list. In the event of failure to observe this deadline, the Contractor shall be considered

unavailable]¹. The period allowed for the execution of the tasks shall start to run on the date the Contractor returns the *Order Form*, unless a different date is indicated on the form.]

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

[I.5.1] Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- *[the final technical report in accordance with the instructions laid down in Annex I and the proof of hours worked]*
- the relevant invoices, indicating the reference number of the Contract and of the *Order Form* or Specific Contract to which they refer.
- When payment is linked to acceptance, a copy of the *Certificate of conformity* or where applicable the *Consignment note*, shall be attached to the invoice.

[provided the report has been approved by Cedefop, [Cedefop shall have thirty days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.]

Within thirty days of the date of receipt of the relevant invoice(s) *[of the date on which the report is approved by Cedefop]* payment of the balance corresponding to *[the relevant invoices]* equal to 100 % of the total amount referred to in the relevant order or Specific Contract shall be made.

I.5.2 Performance guarantee: Not applicable

A guarantee for an amount of *[EUR complete amount in figures and in words]* shall be issued by a bank, an authorised financial institution or a third party in favour of Cedefop. It shall be released *[complete]* after payment of the balance of the last order or Specific Contract. It shall cover performance of the Contract in accordance with the terms set out in the Contract and notably with the terms set out in Annex V.

I.5.3 Bank Account

Payments shall be made to the Contractor's bank account denominated in euro, stated in the Contractor's identification form² set out in Annex II. *[IBAN³ code: [complete]*

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

² Original document certified by the bank.

³ BIC code for countries with no IBAN code.

Any communication relating to the Contract shall be made in writing and shall bear the Contract and Specific Contract numbers. Ordinary mail shall be deemed to have been received by Cedefop on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

European Centre for the Development of Vocational Training (Cedefop)

Procurement Service

PO Box 22427

GR – 55 102 Thessaloniki

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Contact address in full]

ARTICLE I.7 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The multiple framework contract shall be governed by the Greek law .

I.7.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Thessaloniki

ARTICLE I.8 – DATA PROTECTION⁴

I.8.1 Any personal data included in or relating to the Contract will be processed in accordance with the requirements of Regulation (EC) 45/2001 of the European Parliament and the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movements of such data (OJ No L8, 12.1.2001, p. 1). The data will only be processed for the purposes of the performance, management and follow up of the Contract by the Contracting authority(ies) without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in conformity with Community law. The Contractor may, upon request, obtain the communication of his personal data and rectify any inaccurate or incomplete personal data. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Contracting authority(ies). As

⁴ Article to be used where the processing of personal data falls within the scope of Regulation (EC) No 45/2001.

regards the processing of his personal data, the Contractor has a right of recourse at any time to the European Data Protection Supervisor.

I.8.2 When processing personal data on behalf of the Contracting authority(ies) in the performance of the Contract the Contractor:

(a) shall act only on instructions from the Contracting authority(ies);

(b) shall comply with the obligations set out in Articles 21 and 22 of Regulation (EC) 45/2001 on the confidentiality and the security of processing unless, by virtue of Article 16 or Article 17(3), second indent, of Directive 95/46/EC, the Contractor is already subject to obligations with regard to confidentiality and security laid down in the national law of one of the Member States.

Appropriate technical and organisational measures will be taken by the Contractor for the security of the processing in accordance with Article 22 of Regulation (EC) 45/2001 and will have to be agreed between the Contractor and the Contracting authority(ies) in writing or in another equivalent form.

I.8.3 The Contractor shall comply with Council regulation (Euratom, EEC) N° 1588/90 of 11 June 1990 on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities (OJ No L151, 15.6.1990, p. 1).

[ARTICLE I.9 – TERMINATION BY EITHER CONTRACTING PARTY]

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving [complete] formal prior notice. Should Cedefop terminate the Contract, the Contractor shall only be entitled to payment corresponding to the goods ordered [and delivered] before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the goods delivered and *Services* rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.]

[ARTICLE I.12– SPECIFIC CONFIDENTIALITY SECURITY RULES]

The Contractor and its employees (hereafter referred as the Contractor) shall be responsible for the information and equipment placed

at their disposal in carrying out their work.

The Contractor shall:

- not disclose Cedefop information to third parties, except on a need-to-know basis where authorized by the relevant officials in the IT department;

- make use of all reasonable means of controlling access provided by the IT department and in balance with the sensitivity of the information system concerned to prevent unauthorized persons from using the resources at their disposal, in particular by ensuring that computer terminals are not accessible during absences, however short they may be;

- not access services for which they have not been explicitly granted authorization, whether or not the services in question belong to the Cedefop;
- not disclose authentication procedures or share them with third parties unless required to do so by the needs of the service; authorized users shall be responsible for action taken in their name; any action constituting a breach of security may be recorded.

II – GENERAL CONDITIONS

ARTICLE II.1 - PROCEDURES FOR PERFORMING THE CONTRACT

II.1.1 Phases of execution of the Specific Contract

Sending of the Specific Contract

Whenever Cedefop wishes services to be provided or goods to be supplied pursuant to the Contract, it shall send an Specific Contract to the Contractor, in duplicate, specifying the terms of the provision of services or supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, in accordance with the conditions laid down in the Contract.

Acknowledgment of the Specific Contract by the Contractor

Within the period indicated in Article I.4, the Contractor shall return one original of the Specific Contract, duly signed and dated, thereby acknowledging receipt of the Specific Contract and acceptance of the terms.

Delivery

a) **Time allowed for delivery**

The time allowed for delivery shall be calculated in accordance with Article I.4.

b) **Date, time and place of delivery**

Cedefop shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

c) ***Consignment note***

Each delivery shall be accompanied by a *Consignment note* in duplicate, duly signed and dated by the Contractor or his carrier, giving the Specific Contract number and particulars of the goods delivered. One copy of the *Consignment note* shall be countersigned by Cedefop and returned to the Contractor or to his carrier.

Certificate of conformity

Signing of the *Consignment note* by Cedefop, as provided for in subparagraph c) above, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Specific Contract.

Conformity of the goods delivered shall be evidenced by the signing of a certificate to this effect by Cedefop no later than one month after the date of delivery, unless provision for a different period is made in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Conformity shall be declared only where the conditions laid down in the Contract and in the Specific Contract are satisfied and the goods conform to the Annex I.

Where, for reasons attributable to the Contractor, Cedefop is unable to accept the goods, the Contractor shall be notified in writing at the latest by the deadline for conformity.

Conformity of the goods delivered with the Contract

- a) The goods delivered by the Contractor to Cedefop must be in conformity in quantity, quality, price and packaging with the Contract and the relevant Specific Contract.
- b) The goods delivered must:
 - correspond to the description given in Annex I and possess the characteristics of the goods supplied by the Contractor to Cedefop as a sample or model;
 - be fit for any specific purpose required of them by Cedefop and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
 - be fit for the purposes for which goods of the same type are normally used;
 - demonstrate the quality and performance which are normal in goods of the same type and which Cedefop can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
 - be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them.

Remedy

- a) The Contractor shall be liable to Cedefop for any lack of conformity which exists at the time the goods are verified.
- b) In the event of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the goods concerned, Cedefop shall be entitled:
 - either to have the goods brought into conformity, free of charge, by repair or replacement;
 - or to have an appropriate reduction made in the price.
- c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to Cedefop, taking account of the nature of the goods and the purpose for which they are required by Cedefop.

- d) The term ‘free of charge’ in paragraph b) refers to the costs incurred to bring the goods into conformity, particularly the cost of carriage, labour and materials.

Assembly

If required by Article I.1.2 of the Special Conditions, the Contractor shall assemble the goods delivered within a period of one month unless otherwise specified in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the Contract and the goods were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by Cedefop and was incorrectly installed owing to a shortcoming in the installation instructions.

Services provided to goods

If required by the Contract, services to goods shall be provided accordingly.

II.1.2 General provisions concerning goods

a) Packaging

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg.

Unless otherwise specified in the Special Conditions, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- Cedefop of the European Communities and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Specific Contract;
- EC code number of article.

b) Guarantee

The goods shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision for a longer period is made in Annex I.

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the goods have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, goods used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Specific Contract, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

II.1.3 Performance of the Contract

- a) The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- b) The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- c) Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- d) The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- e) The Contractor shall neither represent Cedefop nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- f) The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by Cedefop;
- Cedefop may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of

Cedefop any right arising from the contractual relationship between Cedefop and the Contractor.

- g)** In the event of disruption resulting from the action of a member of the Contractor's staff working on Cedefop premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. Cedefop shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- h)** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to Cedefop. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- i)** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, Cedefop may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, Cedefop may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 - LIABILITY

- II.2.1** Cedefop shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of Cedefop.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.10. Cedefop shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against Cedefop by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against Cedefop in connection with performance of the Contract, the Contractor shall assist Cedefop. Expenditure incurred to this end may be borne by Cedefop.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to Cedefop should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1 The Contractor shall take all necessary measures in order to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to Cedefop in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

Cedefop reserves the right to verify that such measures are adequate and may require that additional measures be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interest. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from Cedefop, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made, and will not make, any offer of any type whatsoever, from which an advantage can be derived under the Contract,

- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to Cedefop should it so request.

ARTICLE II.4 - LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to Cedefop's right to terminate the Contract, Cedefop may decide to impose liquidated damages of 0.2% of the amount of the relevant Specific Contract per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgment of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by Cedefop within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. Cedefop and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent

a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.5 – INVOICING AND PAYMENTS

II.5.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to Cedefop at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require Cedefop to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. Cedefop shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.5.2 Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to Cedefop a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt Cedefop shall have the period of time indicated in the Special Conditions in which to:

- approve it, with or without comments or reservations, or suspend such period and request additional information; or
- reject it and request a new report.

If Cedefop does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where Cedefop requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.5.3 Payment of the balance:

Within sixty days of completion of each order or specific contract, the Contractor shall submit to Cedefop a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;

If the report is a condition for payment, on receipt Cedefop shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If Cedefop does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where Cedefop requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.6 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.6.1 Payments shall be deemed to have been made on the date on which Cedefop's account is debited.

II.6.2 The payment periods referred to in Article I.5 may be suspended by Cedefop at any time if it informs the Contractor that his *payment request* is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the *payment request*, Cedefop may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

Cedefop shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.6.3 In the event of late payment the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of

payment. Suspension of payment by Cedefop may not be deemed to constitute late payment.

ARTICLE II.7 –RECOVERY

II.7.1 If total payments made exceed the amount actually due under the Specific Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by Cedefop.

II.7.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.6.3. Interest shall be payable from the calendar day following the expiry of the due date up to the calendar day on which the debt is repaid in full.

II.7.3 In the event of failure to pay by the deadline specified in the request for reimbursement, Cedefop may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. Cedefop may also claim against the guarantee, where provided for.

ARTICLE II.8 –TAXATION

II.8.1 The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.8.2 The Contractor recognises that Cedefop is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

II.8.3 The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.8.4 Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.9– FORCE MAJEURE AFFECTING THE CONTRACT OR THE SPECIFIC CONTRACT(S)

II.9.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.9.2 Without prejudice to the provisions of Article II.1.3(h), if either contracting party is faced with force majeure, it shall notify the other party without delay by

registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.9.3 Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration for the goods actually delivered and any service provided.

II.9.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.10 – SUBCONTRACTING

II.10.1 The Contractor shall not subcontract without prior written authorisation from Cedefop nor cause the Contract to be performed in fact by third parties.

II.10.2 Even where Cedefop authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to Cedefop under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.10.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees to which Cedefop is entitled by virtue of the Contract, notably Article II.14.

ARTICLE II.11 – ASSIGNMENT

II.11.1 The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from Cedefop.

II.11.2 In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on Cedefop.

ARTICLE II.12 – TERMINATION BY CEDEFOP

II.12.1 Cedefop may terminate the Contract, a pending Specific Contract or an order in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which Cedefop can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal

provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- (e) where Cedefop seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by Cedefop as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in Cedefop's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days of the date provided for, and the new date proposed, if any, is considered unacceptable by Cedefop;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.12.2 In the event of force majeure, notified in accordance with Article II.9, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a quantity of goods corresponding to at least one fifth of the quantity of goods ordered or where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.12.3 Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.
Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.12.4 Consequences of termination:

In the event of Cedefop terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the goods supplied and / or services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

Cedefop may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination Cedefop may engage any other contractor to supply the goods and/ or to execute or complete the services. Cedefop shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.13 - CANCELLATION OF SPECIFIC CONTRACTS

Where execution of the Specific Contract has not actually commenced within fifteen days of the date foreseen for the commencement of execution and the new date proposed, if any, is considered unacceptable by Cedefop, Cedefop may cancel such Specific Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Contractor receives a registered letter with acknowledgment of receipt or equivalent.

Cedefop may cancel an Specific Contract at any time during execution thereof on the grounds and under the conditions set out in Article II.12 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of Cedefop, payment of the price of the goods delivered or services provided by him as at the effective date of cancellation.

ARTICLE II.14 – CHECKS AND AUDITS

II.14.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors is empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last Specific Contract.

II.14.2 Cedefop or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last Specific Contract.

II.14.3 In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last Specific Contract.

ARTICLE II.15 - AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. A Specific Contract shall not be deemed to constitute an amendment to the Contract.

ARTICLE II.16 – CONFIDENTIALITY

II.16.1 The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after execution of the Specific Contracts.

II.16.2 The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after execution of the Specific Contracts.

ARTICLE II. 17 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by Cedefop, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.18 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.18.1 The Contractor shall authorise Cedefop to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.18.2 Unless otherwise provided by the Special Conditions, Cedefop shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from Cedefop.

II.18.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from Cedefop and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent Cedefop's official position.

II.18.4 The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless Cedefop has specifically given prior written authorisation to the contrary.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to Cedefop's right to terminate the Contract, Cedefop may at any time and for any reason suspend performance of the Contract or pending Specific Contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. Cedefop may at any time following suspension give notice to the Contractor to resume performance of the Contract or pending Specific Contracts. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, the specific contracts, the orders or of part thereof.

SIGNATURES

For the Contractor,

For Cedefop,

[*Company name/forename/surname/function*]

[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at Thessaloniki, [date]

In duplicate in [*English*].

ANNEX VI (TO THE DRAFT FRAMEWORK CONTRACT)**ORDER FORM – MODEL**

ORDER FORM No [complete]

governed by the provisions of Framework Contract No [complete] signed on [complete]

European Commission Directorate-General [complete] [Directorate [complete]] [Unit [complete]] [Postcode and city]	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form.		
Description of the services	Quantity	Price
TOTAL PRICE		=====
<i>[Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract]</i>		
<i>[The duration of the tasks shall not exceed complete].</i>	<i>Other details:</i>	
<i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>		

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the Commission,

For the Contractor,

[forename/surname/function]

[Company name/forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at [], [date]

ANNEX VII (TO THE DRAFT FRAMEWORK CONTRACT)

SPECIFIC CONTRACT – MODEL

SPECIFIC CONTRACT No [complete]

implementing Framework Contract No ...

The European [*Atomic Energy*] Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [name in full, function, department],

of the one part,

and

[official name in full]

[*official legal form*]⁵

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [*and renewed on complete date*].

III.1.2 The subject of this specific contract is [short description of subject]. [*This specific contract relates to lot [complete] of the Framework Contract.*]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete].*]

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force [*on the date on which it is signed by the last contracting party*] [*on complete if it has already been signed by both contracting parties*].

III.2.2 The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from [*date of entry into force of this specific contract*] or [*indicate date*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price [*no reimbursable costs are foreseen*][*costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

[For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

ARTICLE III.4: ANNEXE[S]

Annex A - Resources allocated

Annex B – Contractor’s specific Tender (no [*complete*] of [*complete*])

SIGNATURES

For the Contractor,

For the Commission,

[*Company name/forename/surname/function*]

[*forename/surname/function*]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at [], [date]

In duplicate in [English].