



European Centre for the  
Development of Vocational Training

<b>Call for tenders (RFP)</b>	AO/E/IT/SERVER-STORAGE/004/06
<b>Type:</b>	Open Procedure
<b>Subject:</b>	Acquisition of Servers and Storage Hardware, ancillary equipment, related software, maintenance and support services
<b>Deadline for submission of offers:</b>	<b>27<sup>th</sup> April 2006 – 17:00</b>
<b>Deadline for obtaining tendering specifications (Infopack)</b>	<b>4<sup>th</sup> April 2006 – 17:00</b>
<b>Submit your offer:</b>	In person at the offices of Cedefop or by postal mail or by courier
<b>Offices:</b>	Europe 123 Pylaia GR-570 01 – Thessaloniki
<b>Postal address:</b>	Cedefop P.O. Box 22427 GR-55 102 – Thessaloniki
<b>To the Attention of:</b>	Mr C. Lettmayr
<b>Information:</b>	<b>Until the deadline for the submission of offers</b>  Name of responsible: Mr C. Lettmayr  Fax : +(30) 2310 490.028  <b>E-mail:</b> 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 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 §4.4.2. in Part I and §10 in Part II.
- 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).
- Last but not least to demonstrate to optimise your tender please take into account both the general and the specific goals and objectives the Cedefop expects to meet as a result of this call or tenders (e.g. §2.2, §4.4.1, §7.1, §8.1, §8.2.)

## Glossary of terms

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

*Tender, offer, proposal* and *bid* are synonymous.

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

**Commissioning** is the process of ensuring that systems (hardware and software) are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the requirements, the design intent and the overall objectives fixed.

Concerning this Call for Tender and for the hardware and software supplies required Commissioning comprises: the supply itself, the system design and planning, the installation, configuration, integration, testing, move to production, system acceptance and signoff.

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

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

**On-site** refers to Cedefop premises in Thessaloniki (95% - to a lesser extent it applies).

**Clustering system** is the use of multiple computers, multiple storage devices, with redundant interconnections and similar devices, to form what appears to users as a single highly available system. Clustering can be used for load balancing as well as for high availability. One of the main ideas of clustering is that, to the outside world, the cluster appears to be a single system.

**Stand-alone** means not clustered.

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

The same goes for the terms **warranty** and **guarantee**.

**'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.

## **PART I – INVITATION TO TENDER**

### **1. PRESENTATION OF THIS CALL FOR TENDER**

#### **1.1. Introduction**

The specifications and requirements in this document constitute a call for tenders for the provision of servers and storage hardware, ancillary equipment, related software and maintenance and support services in the context of a multiyear framework contract signed between the successful tenderer and CEDEFOP.

The document 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) and reply forms (forms and *Questionnaires*. 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.

The general and specific terms and conditions governing this call for tender can be found in Part III. Before deciding to participate in the present call, tenderers should read carefully all terms.

The present call for tender is governed by Community law and Community public procurement directives.

The questionnaires and other documentation concerning this Call for Tender are also made available on [www.cedefop.eu.int](http://www.cedefop.eu.int).

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

#### **1.2. 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).

### **1.3. Implications of submitting a tender**

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

- 1.3.1. Accepting all the terms and conditions stipulated in this Call for Tender, in the draft contract and its annexes.
- 1.3.2. Waiver of the tenderer's own terms of business

### **1.4. 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

### **1.5. 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.

## 2. PURPOSE AND SCOPE OF THIS CALL FOR TENDER

### 2.1. Background information

The set of specifications and requirements contained hereafter (Part II, §7-§9) constitute the terms of reference and technical specifications that aim at upgrading the present **server farm** of Cedefop, containing a group of 30 (Ethernet) networked server components and server clusters housed in one location and which provide the central processing and storage power and capacity required by Cedefop's operations.

The upgrading comprises the gradual acquisition of hardware together with associated software and related services. As mentioned in §3 of the present call for tenders the successful tenderer will be invited to sign with Cedefop a Framework Contract, whose object will be to supply the required hardware, software and services over a maximum period of nine years. Specifically the contract will cover hardware and software acquisitions for a period of two (2) years renewable up to two times for an additional period of one year resulting to a maximum acquisition period of four years and provision of upgrades, maintenance and support and additional professional services for a period of 6 years renewable up to three times for one additional year each time.

This is a **continuation** of the 4-year acquisition plan of Cedefop's IT Department for server and storage hardware, software and services launched in 2001 laying down the foundations of a completely renewed central computing infrastructure capable to support the Centre's increasing needs in power and storage (SAN) over a period extending up to 9 years (as detailed above and in §3.3), highly responsive to increased functional complexity of its IT environment, while staying flexible to technology shifts.

The specifications cover technical, legal and organisational guidelines and requirements, which are binding. They constitute an integral part of the contractual obligations of the tenderer both for **the tendering phase** as for the **future contract** to be signed and will therefore bind the future contractor throughout the duration of the contractual relation.

The current IT infrastructure of CEDEFOP is presented in Part II, §9 .

## 2.2. Overall objectives of Cedefop

Cedefop intends to continue to ensure high availability by maintaining a system architecture based on clustered server solutions and on an enhanced data storage (SAN) back-up and recovery infrastructure. The systems architecture must optimally integrate or at least inter-operate with the existing components of the present infrastructures.

The overall goals, of crucial importance, are then summarised as follows:

The goal of the contract to be awarded is to establish a a) strategic multi-annual **framework for acquisition** of the above mentioned supplies, with a b) solid and serious provider, c) supported by a major manufacturer, in order to d) respond flexibly to Cedefop's evolving processing power and storage needs, e) to stay in line with technological changes and/or advances while f) ensuring continuity of operations with minimum effort, g) protecting the initial investment h) reaping to the maximum the benefits of new functionality and technological advances offered by today's Servers & Storage market.

Specific objectives include:

- Pass from local to centralised storage and reduce space and power consumption
- Continue the renewal of Cedefop's Server "farm" with state-of-the-art servers integrated in an overall system characterised by high availability, consolidation, robustness, scalability, extensibility and enhanced manageability.
- Provide high availability for mission critical services. Very limited planned downtime is required (allow maintenance works during working hours, full redundancy in involved hardware and clustering of services).
- Reduction in the manual effort associated with tape backups. Acceleration of backup and restore times.
- Manageability and flexibility of a single storage solution across all servers
- Robust disk storage environment with improved uptime
- Flexible capacity management across the entire production environment
- Simplicity and flexibility in future server acquisitions
- Establish a robust and sustainable backup and restore strategy as well as robust disaster recovery capabilities.
- Full support for individual file level recovery across all platforms.



**NB:** The above objectives are full-fledged requirements herein and the tenderer should take them into account in submitting his offer together with other CEDEFOP business and technical objectives, goals and specifications to be addressed by this call for tenders that are given throughout this document (e.g. §4.4.1, §7.1, §8.1, §8.2.)

### **2.3. Subject matter**

The aim of the Call for Tender is to establish an acquisition channel implementing a multi-year framework contract for the following goods:

#### *2.3.1. Server and Storage Hardware, ancillary equipment and associated Maintenance and Support*

This shall cover, on one hand the supply, installation and full commissioning of:

- stand-alone servers,
- high concentrated server systems (blade server technologies),
- clustered systems,
- Storage Area Network (SAN) systems
- Backup and restore facilities
- Ancillary equipment needed for the above facilities to become fully operable.

Descriptions and minimum technical specifications for the equipment are given in Part II, in §8 and the related Questionnaire 4.

**Full Commissioning comprises initial** design and installation services, testing, configuration and/or customisation, running in production and will be bundled with the acquisition of the equipment

The services and service level provided under the term **associated maintenance and support** (see Part II, §8.1.13 for minimum specifications of maintenance services) will be provided free of charge (included in acquisition price) during the obligatory 3-years warranty period. The offer should include a price for the extension of the maintenance plan beyond this warranty period.

A general mandatory requirement for all hardware systems to be supplied is their ability to interoperate meaningfully and effectively with existing multiple machines from multiple vendors, network equipment, operating systems, and running applications without a special effort (of MONEY and TIME) on the part of Cedefop. See Part II, §9 for an outline of current infrastructure.

**IMPORTANT:**

Thus, Cedefop requires that the proposed solution not only will have **no** adverse effects on either the functionality or performance of the existing IT infrastructure (Software, Hardware, Storage, Network and Applications) but it must ultimately improve and leverage it .

2.3.2. *Server and Storage Software and associated Maintenance and Support*

The Contract foresees the supply and full commissioning of server and storage related software providing a variety of functions such as

- Hardware monitoring and management
- Asset Management (Configuration, Reporting)
- Harmonisation of configurations across multiple servers (i.e management of groups of Blade servers)
- Snapshots management - data replication
- Virtualisation
- Partitioning
- Data migration
- Information Archiving

For software the upgrades works, services and service level provided under the term **associated maintenance and support** (see Part II, §8.1.13 for minimum specifications of maintenance services) will be provided free of charge (included in acquisition price) during the obligatory 3-year warranty period. The offer should include a price for the extension of the maintenance plan beyond this warranty period.

2.3.3. *Additional support and other Professional services, related to server and storage*

The Contract will also allow the acquisition of services needed throughout the various phases of the lifetime of a server and storage solution. These typically include Project Management, System Integration, Architecture and Design, Migration services, Deployment, Configuration, Training, etc.

In order to facilitate the evaluation of services the tenderers are obliged to offer their services in terms of time and means service provision, specifically

- Man-days for on site visits during Normal Working Hours (08:00-20:00 Monday to Friday)

- Man-hours for on-site visits during Extended Working Hours (20:00-08:00 Monday to Friday and all hours of Weekends)
- Man-hours for remote support during Normal Working Hours
- Man hours for remote support during Extended Working Hours

of the following typical service profiles (price categories) which will be required:

- Project manager – Integration Engineer – Consultant.
- Senior hardware (server and/or storage) specialist.
- Senior software (server and/or storage) specialist.
- Junior hardware technician.

Details of the profiles can be found in Part II, §8.1.15

- An offer for on-site and/or off-site training of Cedefop Staff on the products offered is also requested.

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

**3.1. General terms and conditions**

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

**3.2. Awarding and type of contract**

The market awarded will become the subject of 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. Orders will be placed by means of specific agreements attached to the framework contract.

The draft framework contract will be modified as necessary based on the elements of the selected offer, such as prices, and on certain elements of these tendering specifications, such as penalties (see Part III).

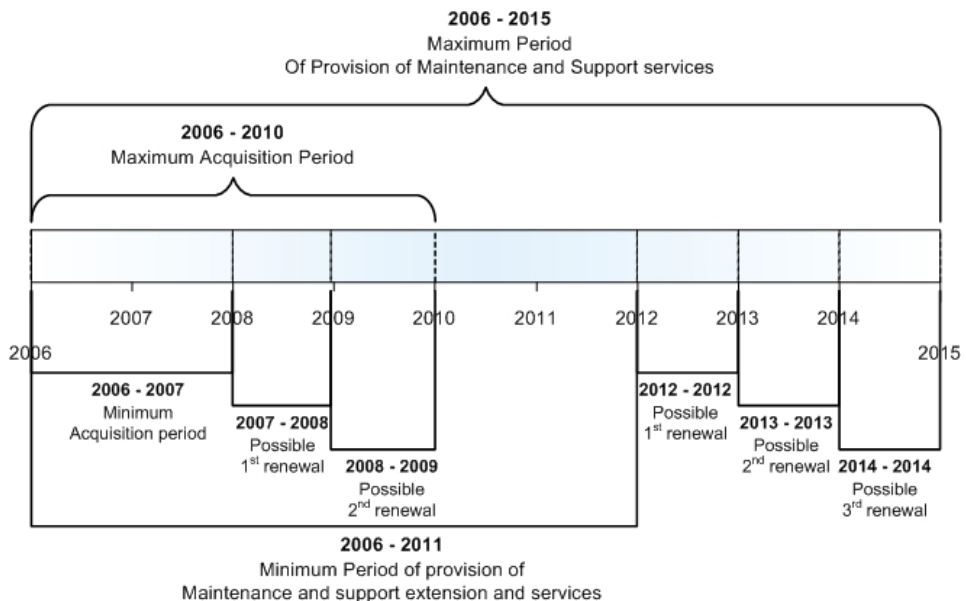
**3.3. Duration of framework contract - Period of execution**

The framework contract shall be concluded:

3.3.1. Two (2) years from the date of signature, and may be renewed up to two (2) times, each for an additional period of one (1) year, covering acquisition of the Hardware, Software and ancillary equipment (2+1+1).

3.3.2. Six (6) years from the date of signature and may be renewed up to three (3) times, each for an additional period of one (1) year, covering maintenance and support, upgrades of equipment and software, and services (6+1+1+1).;

Any further renewal will be the subject to an amendment to this contract.



### 3.4. Orders

Orders will be placed by means of *Specific Agreements* or *Purchase Orders*, which will be considered as supplementary agreements to the framework contract.

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

### 3.5. Prices – Pricing Policy

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

3.5.2. Tenders shall show prices in the form requested in the tendering specifications (e.g. Part II, Questionnaire 5).

3.5.3. 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.

3.5.4. The Contractor will be required to undertake at least once a year at his/her own expenses a review of the proposed pricing for the Products and Services of this call for tenders and resulting Framework contract in order to evaluate its adequacy in terms of prices as compared to the market. **In updating his price list prices may be reduced at any time but never increased.** No invoicing based on this service will be accepted. The Products and Services proposed by the Contractor may be reviewed by a third party during the lifetime of the contract in order to evaluate their adequacy in terms of performances and prices as compared to the market. In case of conflict between the results of the Contractor's benchmarking and those of the third party those of the latter will prevail, unless otherwise agreed between the Contracting Parties.

### 3.6. Volume and 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, you can use as a **general constrain** when proposing products and/or solutions that the budget of the organisation will be around 375.000,00 € proportionally increased by the factor of growth rate of the projects needs of Cedefop. This factor is expected to vary between 30 to 50 %. If maintenance is wholly included for all equipment (up to 9 years) the estimated amount may reach 500.000,00 € (this is only a very rough estimation). This amount presupposes the future reduction of prices in this market.

Depending on market prices and **yearly budgetary availability**, Cedefop has to proceed with a phased ordering policy. As a result, Cedefop will

acquire products and services according to the following **estimated** schedule of acquisitions.

3.6.1. *Server and Storage equipment and associated maintenance and Support*

First Year	3 - 4 stand-alone servers 1 concentrated server base system (enclosure, 4-8 host servers) 1 Storage Area Network System with corresponding storage 1 Backup tape library (specifications §8.1.5.1)
Second Year	3 - 6 stand alone servers and/or concentrated servers 1 Backup tape library (specifications §8.1.5.2) Additional storage for the SAN
Third Year	5 - 8 stand alone servers and/or concentrated servers
Forth year	5 - 8 stand alone servers and/or concentrated servers Extension of warranty services

Based on the execution of the previous framework contract and the objectives set, contract indicative numbers of overall budget percentages to be expected for different product categories during the execution of the framework contract resulting from this call for tender, are outlined below:

Servers including software of which:	35 %
Blade servers	20 %
1U Servers	8 %
2U Servers	7 %
Storage Devices including software	35 %
Hard disks upgrades, media for storage, ancillary equipment and options	10 %
Maintenance and support services (extension of warranty period or services not included in warranty)	20 %
Additional professional services (engineering , integration, migration, project management)	10 %

3.6.2. *Server and Storage Software and associated maintenance and Support*

Monitoring and management software accompanying server and storage equipment will be acquired following the acquisition plan of related hardware as above.

Even an estimation on the volume of storage related software modules of different types could not be performed at this stage as this is largely

depended on the technology offered by the winning tenderer, the licensing scheme of the software of the storage equipment and the pricing.

As a result, the needs in storage related software modules (snapshots, virtualisation, volume management, Backup and restore etc.) will be determined as an outcome of the respond of the successful tenderer a) to the minimum functional specifications of the storage equipment (see Part II, §8.1) and b) to the required technical proposal on the implementation of an estimated reference project scenario (see Part II, §8.2) where he can propose and justify additional software and/or modules in order to meet the generic goals set by Cedefop for its storage infrastructure.

### 3.6.3. *Additional Support and other Professional services, related to server and storage*

An overall estimate of the volume of additional professional services over the maximum 9–years period foreseen for the maintenance is given in the table below

<b>Table 3: <u>Estimated</u> volume per profile and year in (Person-days on site visits   person hours remote support)</b>										
Profile	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Total Days visit   hours remote
Project Manager – Integration Engineer	3 10	5 10	5 10	1 5	1 10	1 10	1 10	1 10	0 5	<b>18 80</b>
Senior hardware technician	3 2	5 2	5 2	3 2	1 3	1 3	1 3	1 3	0 0	<b>20 20</b>
Senior Software Technician	1 2	5 2	5 2	5 2	1 3	1 3	1 3	1 3	0 0	<b>20 20</b>
Junior Hardware Technician	0 0	4 0	3 0	3 0						<b>10 0</b>

#### 4. 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:
  - (a) technical evaluation;
  - (b) financial evaluation;
- (5) award of the contract.

##### 4.1. Admissibility procedure

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

Tenders will be initially selected and deemed admissible where:

- (1) they have been submitted within the **deadline**
- (2) they have been **signed**
- (3) there are three (3) copies
- (4) the **Questionnaires** and the reply forms have been duly completed



**4.2. Grounds for the Exclusion of tenderers (see Questionnaire 2)**

Candidates/tenderers shall be excluded from participation in this call for tenders if:

- 4.2.1. *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;*
- 4.2.2. *they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;*
- 4.2.3. *they have been guilty of grave professional misconduct proven by any means which Cedefop can justify;*
- 4.2.4. *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;*
- 4.2.5. *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;*
- 4.2.6. *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*

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

- 4.2.7. *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.*
- 4.2.8. *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:

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

- 4.2.10. *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.*

Tenderers must certify that they are not in one of the situations listed above.

- 4.2.11. *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.*

### 4.3. Selection of tenderers (see 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.

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

#### 4.3.1. *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 following documentation:

- 4.3.1.1. evidence of professional risk indemnity insurance;
- 4.3.1.2. 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);
- 4.3.1.3. a statement of overall turnover and turnover concerning the goods and/or services to be covered by the contract during the last two financial years;
- 4.3.1.4. 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.

#### **Please refer and fill-in the detailed Questionnaire 3.**

#### 4.3.2. *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:

##### 4.3.2.1. **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 and fill-in the detailed Questionnaire 3.**

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

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);

**Please refer and fill-in the detailed Questionnaire 3.**

#### 4.4. Award Criteria

The evaluation will be based on a *value for money* principle (i.e. economically most advantageous offer). The most economically advantageous offer is a combination of life cycle investment (COST) rated against overall Quality and added value (BENEFIT).

*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.

The scores of all questions within an evaluation criterion will be added up to give the score for the individual evaluation criterion. The scores of all individual evaluation criteria will be added up to give the overall evaluation score

**Table 4: Overall Technical and Qualitative Value (OTOV):**

**NB:** the criteria below will be weighted according to the percentages in the second column:

1	<p><b>Adequacy and quality of the proposed Hardware and Software Products in response to minimum requirements set for specific products</b> (Ability in general to meet the technical specifications, level of compliance to the <b>minimum</b> requirements in Part II §8.1 and Questionnaire 4A and conformance to the requirements in general, scalability, robustness of the equipment, integration within the existing systems infrastructure, compliance with the requested standards, including ecological standards, reliability, completeness and consistency of the technical proposals made i.e. level of fulfilling Cedefop's objectives). <b>Related sections in Questionnaire 4A are A4.1 – A4.9</b></p>	40%
2	<p><b>Quality of implementation proposal and solution for an estimated reference project scenario.</b> (see Part I §4.4.1.3 and Part II, §8.2 for evaluation criteria and project description). <b>Related Questionnaire is 4B.</b></p>	25%
3	<p><b>Overall quality of the associated services (maintenance and additional services) within the context of this call for tender</b> (the work plan &amp; programme including scheme proposed for services i.e. delivery times, installation, training, support and <b>quality of maintenance and support scheme</b>). <b>Related sections in Questionnaire 4A are and A4.10.1-A4.10.21</b></p>	30%
4	<p><b>Quality of the proposed logistics</b> for the execution of the contract (in terms of infrastructure and quality of contract management; suitability for long-term partnership). <b>Related sections in Questionnaire 4A are A4.10.22 – A4.10.30</b></p>	5%
	<b>TOTAL</b>	100%

Tenders which **have not** received 60% of the above total will not be further evaluated (i.e. will be rejected before the financial evaluation phase).

#### 4.4.1. *Technical evaluation of the offer*

4.4.1.1. The evaluation will be based on the answers given in the Questionnaire 4 (see Part II) including all required mandatory documents, using a point system. All questions must be answered.

Points in **Questionnaire 4** will be attributed according the following scheme:

<b>Marks</b>	<b>Justification</b>
0	No adherence to basic requirements at all or no answer
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

Questionnaire 4 is divided in two parts.

4.4.1.2. Responding to **Questionnaires 4A**, tenderers are first required to offer a Product list (named hereafter **Product List A**) derived from minimum technical specifications given for specific products and services (outlined also in Part II, §8.1). This product list together with related options, upgrades and ancillary equipment available for the products will be priced in the financial offer and consist the *offered pricelist*.

4.4.1.3. **Questionnaire 4B** refers to the

Implementation proposal for an estimated reference project scenario

Recognising that technology, especially in the centralised server (blade systems) and storage field is currently in a rapidly evolving stage and in order to assess quality criteria I and II below, the tenderer is requested to include in his offer an implementation proposal (both technical and financial) for the estimated reference project described in Part II, §8.2.

The following evaluation criteria have to be assessed:

**I)** Quality of the tenderers implementation methodology and project management approach. You should propose a project plan and work plan for the estimated reference project. Specifically you should include in your proposal:

- (1) a description of the project management framework proposed for the execution
- (2) an indicative project plan for the delivery, installation and assembly
- (3) an indicative statement of work (descriptions of works done) for the delivery, installation and assembly
- (4) Possible diagrams illustrating the physical layout of the system describing the physical interconnections
- (5) A description of the test methodology and the tools used to guarantee the quality of the installation.

**II)** Quality of a state of the art integrated storage and backup solution offered by tenderers in response to general requirements and goals set. You should propose an integrated storage and backup solution by combining and interfacing your products (hardware, software, services), choosing appropriate quantities and configurations and (if judged as meaningful in order to better address the given goals) possibly use additional, expanded or even different products than the products proposed in product list A (pricelist). That additional or different or expanded product range will constitute an offered **product and price list B**. Specifically in order to address this second evaluation criterion you should in your technical implementation proposal:

- (1) Result in a proposed combination and quantity of hardware, software maintenance and support and other services which the tenderer proposes to fit the needs and objectives of CEDEFOP and which can be the same or differentiate from those of product List A. This complete part list, including all the items and services proposed for the offered systems to be functional, is priced using a cost form in the financial offer. All products not already included in product list A and used in the reference project implementation

are included in a separate product list, hereafter named **Product and price list B**

- (2) Meet general requirements given in Part II, §8.2
- (3) Present software, services and procedures structures provided by you and/or the manufacturer which are solving real life problems of the Center's IT infrastructure.
- (4) introduce and present the strengths and applicability of the proposed equipment, software and services
- (5) outline how you can respond flexibly to Cedefop's evolving processing power and storage but also service needs
- (6) give an idea of the life cycle cost/benefit of your products and suitability of the company for long-term partnership. Clearly indicate any cost sources in the solution avoiding introduction of hidden costs.

The project scenario includes the acquisition of hardware, software, warranty scheme, maintenance and support services and other additional services possibly needed to optimize the infrastructure of the organisation during the first period of the framework contract.

Please read thoroughly Part II, §8.2 where the reference project is described, instructions are given and the above evaluation criteria are specialised, analysed and extended.



#### 4.5. Financial evaluation of the offer

Contract costs are evaluated based on tendered prices and other relevant LIFE-CYCLE costs.

The evaluation of the financial conditions will be based on the prices stated in the offers, specifically in Part II, **Questionnaire 5 -Financial Offer**.

As regards to product list A (pricelist) (Questionnaire 5A) resulting as a respond to specific minimum requirements set, a **Financial Offer 1 (FO1)** value will be established by Cedefop according to a **6-year scenario**, based on the tenderer's unit price quotations, comprising:

- (a) The initial fixed price cost for the supply and commissioning of an estimated volume of hardware and software following the provision plan and general estimations as laid out in PART I, §3.6;
- (b) the cost of maintenance for 6 years (including new versions, corrective actions, corrective and evolutionary maintenance, for the hardware and software of the above acquisition scenario.
- (c) the cost of an estimated volume of associated services (training and other professional services), see Part I, §2.3.3.

As regards to the cost of the proposed implementation of the estimated reference project, a **Financial Offer 2 (FO2)** value is calculated by using the **cost form** in the Questionnaire B which comprises acquisition costs and costs of 1 year maintenance after the three year minimum warranty period.

The **Total Financial Offer (TFO)** is then calculated as

$$\mathbf{TFO = 0,85 *FO1 + 0,15*FO2}$$

#### 4.6. Award of the contract

Unless stated otherwise in the contract notice and/or tendering specifications, the offer presenting the best value for money will be identified in the following way:

- (1) The offer with the best technical score will receive a quality indicator of 100 points. The remaining offers will receive lower quality indicators in proportion to their technical scores.
- (2) The offer found to be the cheapest in terms of Total Financial Offer value (TFO) will receive a price indicator of 100 points. The remaining offers will receive higher price indicators in proportion to their prices.

- (3) A quality/price ratio will be calculated for each offer by dividing the quality indicator by the price indicator. The highest result will go to the offer presenting the best value for money (50%:50%).

## **5. SPECIAL TERMS AND CONDITIONS OF THE TENDERING PROCEDURE**

### **5.1. Validity of tenders**

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

### **5.2. Delivery and Commissioning**

Products shall be delivered within maximum 45 days from the signature of the associated specific agreement in the context of the framework contract, unless tenderers propose less. Following the delivery meant above, Cedefop should be able to start using the products and services to fulfil its business activities as they are described in this call for tenders.

Tenderers will be ranked according to the delivery times offered.

A table outlining delivery times of all products offered in the format:

product X – delivery time of X

product Y – delivery time of Y

etc is requested.

The delivery procedure comprises : bringing the goods to the area in Cedefop designated by IT Dpt. They will be unpacked by the company.

Each bulky delivery shall be preferably accompanied by a representative of the future contractor to supervise.

Prior to each delivery the DELIVERY SLIP (deltio apostolis and/or TIMOLOGIO must be checked BEFORE the delivery by CEDEFOP and then have the products send, in order to avoid mistakes.

Full commissioning of hardware and software is obligatory and provided free of any additional charge.

See Part II, §8.1.10, §8.1.11, §8.1.12 for specifications on hardware and software installation and system documentation.

### **5.3. Penalties**

As the evaluation of the offers takes into account the delivery period stated for the corresponding goods any delay will expose the future contractor in penalties and ultimately may jeopardise the continuation of the Contract itself! Penalties will amount to 5% of the value of the article(s) delayed. Delays shall be accepted up to 15 calendar days following which the order shall be cancelled or the item shall be delivered at no cost to Cedefop. Only proven force-majeur **duly documented** shall **derogate to penalties**.

**5.4. Joint Offers**

Joint offers will **not** be accepted

**5.5. 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.

**5.6. Subcontracting (see also article II.10 of the draft contract in PartIII)**

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.

**5.7. Warranties**

Contractor shall guarantee the proper operation of *the Products delivered* for a period of at least **36 months** from the date of acceptance. Tenderers may offer a longer period. It shall be held responsible for the immediate repair, at its own expense, of any breakdowns that occur during the guarantee period, unless it can prove that such breakdowns have occurred for reasons other than mistakes made in performance of the service, or other than manufacturing or design errors in that portion of the work for which it was responsible.

The warranty of the hardware and software products offered in the context of this call for tenders includes maintenance and support services with a minimum service level as described in Part II, §8.1.13.

**5.8. 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](mailto: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.

**5.9. Working meetings under this call for tenders**

The Contractor may be required to provide, he 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..

## 6. SUBMISSION OF OFFERS – RESPONSES (STANDARD REPLY FORMS)

### 6.1. Deadline and address of submission

The **deadline** date for submission is **27/04/2006 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

### 6.2. How to send your offer

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

6.2.2. *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.

6.2.3. Through a **courier service**. In this case, evidence of the date of dispatch shall be the courier service’s registration slip. The said delivery must be effected against a dated and signed receipt given by a staff member of the “Legal and Contract Management Service”

6.2.4. By **hand-delivery**, to CEDEFOP “Legal and Contract Management Service” **at the latest by 17:00 on 27/04/2006** 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.

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

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

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

### 6.3. What Documents to submit (mandatory)

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

- (1) all the Questionnaires 1 to 4 properly filled-in and signed with all supporting documentation there in including the *Implementation proposal on the estimated reference project, Project Reference and Financial Identification Forms* and *CVs* (in one envelope including the disc).
- (2) Questionnaire 5, properly filled-in and signed, in a separate envelope including the disc.

#### **6.4. How to draw up your offer**

##### *6.4.1. Language of the tender*

The submission of tenders will be done preferably in English however existing Company's presentation and documentation could be submitted in the original language (e.g. Greek).

##### *6.4.2. 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.

##### *6.4.3. 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.

6.4.4. *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 (Part II, §11). Tenderers may use an equivalent CV form.

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

6.5.1. *Number of copies*

Tenders must be submitted in three (3) copies (triplicate) (one original clearly marked as “Original” and two photocopies marked as “Copy1” “and copy2”. One complete copy must contain in the same envelope all documents under §6.3. The technical offer and the financial offer must be in separate envelopes.

6.5.2. *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;

6.5.3. *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 - <b><u>Reference: &lt;AO/E/IT/SERVER-STORAGE/004/06&gt;</u></b> P.O. Box 22427 GR— 55 102—Thessaloniki</p>
--

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



Cedefop  
Attn Mr C. Lettmayr (Procurement Services)  
Call for Tenders - **Reference:** <AO/E/IT/SERVER-STORAGE/004/06>  
P.O. Box 22427  
GR— 55 102—Thessaloniki

**"Open invitation to tender - Not to be opened by the mail service".**

**6.6. 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)**

## 7. SUMMARY OF CEDEFOP NEEDS

### 7.1. Context and general requirements.

Over the last four (4) years through the execution of a framework contract resulting from a similar call for tenders Cedefop has built a concise and reliable server and SAN infrastructure. An outline of the current infrastructure can be found in Part II, §9 and should be carefully read.

The intention as already mentioned in Part I is to continue expanding based on business needs and optimising this infrastructure containing a group of 30 (Ethernet) networked server components and server clusters attached to a Fibre channel based SAN housed in one location and which provide the central processing and storage power demanded by Cedefop's operations.

The plan is to progressively renew and consolidate (pass from local to centralised storage and reduce space and power consumption) at least 80% of the server facilities of the Data Center and also solve the capacity, ease of use and expandability problems arising from technological constraints of the current SAN facility. The consolidation plan will be implemented during the next **four years (acquisition period)** and the equipment acquired will be for a total of **9 years** under maintenance and support services. An extended Backup system and scheme is also foreseen to solve problems with Backup and restore speed mainly arising during Brick level Backup of Exchange email and through extensive use of the Ethernet network for Backup operations.

Business and technical goals of CEDEFOP's IT department (refer also to objectives in Part I, §2.2) which must be addressed by tenderes are:

- (1) 24 hours, 365 days, round the clock availability (99,99%) of the mission critical services (downtime non-tolerant) offered today by the server infrastructure of CEDEFOP (see 1.3, 1.4, 1.5)
- (2) Business Continuity
- (3) Possibility to perform most of the expansion and maintenance works during business hours for critical systems.
- (4) Disaster recovery policy principles and architecture.
- (5) Reduced total cost of ownership (TCO)
- (6) Increased scalability of the server system
- (7) Simplification and integration of system health and performance monitoring
- (8) Simplification of disk space management.

- (9) Increased manageability and flexibility. All basic critical operations in the data center should be straightforward and simple. Examples of such operations include: connect a new server to the SAN, make a new data storage in the SAN, expanding an raid array in the SAN, upgrading a disk, upgrading-changing the firmware,
- (10) Simplification and speed-up of Backup and restore operations while maintaining recoverability at the highest possible level. Potential to perform easy restore operations at file or email level initiated either by the user or by the admin.
- (11) Protection of the related investment of CEDEFOP of the past five years. Specifically the compatibility and interoperability with the existing SAN must be taken into account as mandatory.

## 8. TECHNICAL SPECIFICATIONS - REQUIREMENTS

As explained in Part I , §4.4 the award of the contract of this call for tender will be an outcome of the respond of the successful tenderer to a) minimum technical specifications provided for a specific product range (see §8.1) and b) an estimated reference implementation project scenario where an integrated solution should be given based on general specifications and business goals (see §8.2)

Requirements of §8.1 are mapped in Questionnaire 4A and those of §8.2 in Questionnaire 4B.

### Specific Requirements

- (1) The racks that will host the Blade system and the hosted servers must be of the same vendor.
- (2) System management and Storage Area Network configuration software must be of the same vendor or certified by the vendor.
- (3) Servers should be offered with controllers supporting the Fibre Channel protocol for connection to the non-proprietary Storage Area Network. The interconnecting media for every device in the offered Storage Area Network should be optical fibre and at least 2Gbit speed. **It is mandatory that the technology offered is interoperable with the current SAN FC switches used by Cedefop (Compaq Storageworks EL and EL2).**
- (4) The technical proposal of the successful tenderer must be agreed design and approved by Cedefop (IT Department) prior to commencement of the implementation of the technical works and services.

**8.1. Specifications of individual products (hardware, software, services) resulting to a proposed Product list A and pricelist.**

*8.1.1. Rack Closets with KVM switch*

Racks (42 U) designed to support the industry “19-inch wide standard” must provide the appropriate equipment for:

- (1) Integrated stabilisation and ventilation
- (2) Power distribution and cabling
- (3) Server management (TFT monitor, keyboard and mouse switch using concentrated technology, control over IP capable or other protocol for remote management)

The room hosting the data center has dimensions of 5m x 4m and has a furred ceiling and floor that can be used to draw cables. Currently five (5) 42U racks that host network and server equipment and one air-conditioning unit about the same size are installed.

*8.1.2. Concentrated Server System Configuration (Blade Technology Servers)*

This configuration must be composed off one blade enclosure and 1 host server. Additional blade servers must also be offered separately. In details the minimum specifications for the configuration are:

8.1.2.1. Enclosure:

- (1) Passive, with no power circuits on board in order to avoid a single point of failure. It must be absolutely clarified how a single point of failure in case of backplane failure is avoided.
- (2) Must provide redundant power supply and appropriate cooling system
- (3) Must provide gigabit network interconnect options
- (4) Must provide fibre channel connectivity capabilities
- (5) Must provide KVM (Keyboard, Video, Monitor) switch infrastructure or other means for individual console control (also remote through Ethernet).
- (6) Must offer special software for configuration, software installation/deployment, monitoring and management
- (7) Remote Console via TCP/IP even in power-on/off state allowing remote restart, boot and power down (this functionality can be provided either by the KVM console or by the servers)

8.1.2.2. Blade host server:

Two (2) CPU Intel Pentium Xeon at 3 GHz and 512 KB cache

- (1) 2 GB RAM expandable at least to 8 GB, with possibility of redundant memory modules
- (2) One RAID controller for internal storage
- (3) Two (2) 36 GB Hard Disks SCSI in RAID 0 (Mirroring) for Operating System use
- (4) Two (2) Fast Ethernet network cards
- (5) USB in the front panel
- (6) Ability to host module for Fibre Channel connectivity
- (7) Specialised characteristics offering the following management functionalities:
  - Remote management - System monitoring and control, alerts etc
  - Firmware (patch) management
  - Flexible deployment e.g. system image backup and deployment

8.1.3. *Stand Alone Server Configurations*

Three server configurations - variations are requested:

8.1.3.1. Blade host server to add to the above blade enclosure configuration:

See above for specifications

8.1.3.2. 1U Stand Alone server with minimum technical specifications:

Rack size of 1U

- (1) Two (2) CPU Intel Pentium Xeon at 3 GHz and 512 KB cache
- (2) 2 GB RAM expandable at least to 8 GB, with possibility of redundant memory modules
- (3) One RAID controller with 1-channel for internal storage
- (4) Two (2) 36 GB Hard Disks removable (hot swap) SCSI in RAID 0 (Mirroring) for Operating System use
- (5) Two (2) Fast Ethernet network cards
- (6) Ethernet port for remote management. Remote Console via TCP/IP even in power-on/off state allowing remote restart, boot and power down. This functionality can also be offered by the KVM switch accompanying the servers.
- (7) DVD ROM drive

- (8) 2 USB ports, at least one in the front panel
- (9) 2<sup>nd</sup> Redundant Power supply

8.1.3.3. 2U Stand Alone server with minimum technical specifications:

Rack size of 2U

- (1) Two (2) CPU Intel Pentium at 3 GHz and 512 KB cache
- (2) 2 GB RAM expandable at least to 8 GB, with possibility of redundant memory modules
- (3) One RAID controller with 1-channel for internal storage
- (4) Two (2) 36 GB Hard Disks removable (hot swap) SCSI in RAID 0 (Mirroring) for Operating System use
- (5) Up to Six (6) Hard Disks removable (hot swap) SCSI and available RAID 0,1 and 5
- (6) Two (2) Fast Ethernet network cards
- (7) Ethernet port for remote management. Remote Console via TCP/IP even in power-on/off state allowing remote restart, boot and power down. This functionality can also be offered by the KVM switch accompanying the servers.
- (8) DVD ROM drive
- (9) 2 USB ports, at least one in the front panel
- (10) 2<sup>nd</sup> Redundant Power supply

8.1.3.4. Cluster upgrades for Server configurations

On the above offered blade, 1U and 2U servers the following accessories are requested in order to allow them to attach to the SAN and work in a possible cluster configuration:

Two (2) Fibre Channel host adapters to connect to SAN

- (1) Any specialised software for accessing the SAN
- (2) Any special cabling needed (e.g. Ethernet cross cable for server “Heartbeat” etc.)

8.1.4. *Integrated Storage Area Network Configuration*

In order to accommodate all storable data, a new, all Fibre Channel based Storage Area Network (SAN) infrastructure, is going to be installed. It will be consisted from the following equipment and software:



8.1.4.1. Fibre channel switches with minimum technical characteristics:

At least 16 ports to provide redundancy, with minimum port speed 2Gb.

All the needed cabling to connect the above mentioned clusters to the SAN

The SAN must be interoperable with the currently installed SAN based on Compaq Storage Works EL/EL2 FC switches with a transfer speed >2GB.

8.1.4.2. Dual storage Controllers or clustered network storage and SAN raid array modules (stores) with:

Appropriate rack-able storage bays to accommodate at least 10 FC hard disks at basic and at least up to 50 FC hard disks at maximum expansion in RAID configuration. Special consideration will be given to the server/hard disk ratio and number and type of RAID arrays that can be implemented. At least 14 TB FC based storage capacity in full expansion. The ability to also use additional expansion bays that use (S)ATA-disks will be considered a plus.

- (1) Redundant power supplies, batteries and cooling fans.
- (2) Load balancing must be controlled by system management software tools
- (3) All the necessary software to configure and manage the storage space, RAID configuration, logical drive allocation, virtualisation, snapshots etc as mentioned below.
- (4) The offered system should be pre-configured with at least 2 TB of logical Storage Capacity implemented in Fibre Channel Hard disks of appropriate size.

The minimum and maximum capacity of the offered device should be clearly stated and any expansion modules should also be included in the offer.

Appropriate hard disks of different capacities should be included in the offer and priced separately.

8.1.4.3. SAN storage management software

The SAN hardware must be accompanied by system, management and possibly other type of software and appropriate modules to allow it to comply with the following technical capabilities:

Have a management application with visual interface

- (1) Support storage virtualisation. e.g. Ability of easy logical drive allocation on Windows 2000/2003 operating systems. Ability of

- easy logical drive expansion on Windows 2000/2003 operating systems.
- (2) Ability to on-the-fly physical drive raid array expansion with the addition of extra hard disks.
  - (3) Ability to on-the-fly physical drive expansion with the addition of extra drive bays even with lower performance.
  - (4) Ability to allocate logical spaces to other operating Systems such as AIX (v.4.3.3) and Linux in the same storage facility must be clearly stated.
  - (5) Must be able to serve cluster systems and stand alone servers at the same time
  - (6) Ability to function and communicate through the same FC network with hardware already purchased by Cedefop (Compaq Storage Works MA8000 with 9 GB, 18 GB and 36 GB Hard Disks for the Enclosure) is desired.
  - (7) Ability to take “snapshots” of the stored data to another logical drive for backup purposes. Modules for taking snapshots of Exchange and SQL server databases should be at least available.
  - (8) Ability to take “snapshots” of the stored data to another internal or possibly to another external logical volume. **If this snapshots can be taken in volumes located in our existing SAN (MA8000 using 2 x Compaq Storage Works EL and 2 x EL2 FC switches), then this should be clearly stated.**

#### 8.1.5. SAN attached Backup Device configuration

For backing-up the proposed storage the necessary tape library equipment is needed to be connected directly to the FC SAN.

The proposed device must be able to full backup two groups of 2 TB or more data (total 4 TB or more) from the SAN in the time window between 23:00 and 06:00 (seven hours) every day without any user intervention.

The tenderer may offer two different models (configurations) with the two following minimum specifications (one of each Backup units will be added in the acquisition scenario used for evaluation):

- 8.1.5.1. Fully-automated LTO-3 or newer technology based library (media capacity  $\geq$  400GB) with at least two LTO-3 tape drives ( $\geq$ 2) and at least 20 ( $\geq$ 20) LTO Ultrium cartridges, attachable to SAN with FC network, rack mountable.
- 8.1.5.2. Fully-automated LTO-3 or newer technology based library (media capacity  $\geq$  400GB) with capacity of at least 6 tape drives and at least two tape drives ( $\geq$ 2) installed and capacity for at least 60 cartridges and at

least 20 ( $\geq 20$ ) LTO Ultrium cartridges installed, attachable to SAN with FC network, rack mountable.

The proposed hardware must be **supported from the Computer Associates Brightstare v.11.1 (with SAN option) backup software**, which Cedefop is currently using. Other Software Backup solutions if they can be properly justified and the tenderer assumes the training of Cedefop staff in order to use it free of charge, can be proposed under product list B as a proposal for the reference project scenario implementation (see §8.2).

Appropriate cartridges should be included in the offer and priced separately.

8.1.6. *Other Storage Equipment*

Network attached storage (NAS) device:

SATA disk based rack mountable central network attached storage (NAS) device attachable to Gigabit Ethernet TCP/IP network. Capacity  $\geq 10$  HD slots. Support of different operating systems..

Appropriate hard disks of different capacities should be included in the offer and priced separately.

8.1.7. *Central systems management and monitoring software*

Management software needed to provide centralised management and monitoring of the above equipment. A description of its main features and highlights is needed.

8.1.8. *Optional Accessories – upgrades and expansion hardware and software modules*

The tenderer is required to include in his financial offer a pricelist of all optional parts, hardware modules (e.g. memory expansion, processor upgrades), software modules etc. which are available and extend the functionality of the offered products and software beyond the offered configuration.

8.1.9. *Services*

8.1.10. *Hardware installation*

All provided hardware must be assembled in Cedefop's Computer Room by technicians of the manufacturer or by authorised technicians from the successful Tenderer overseen by manufacturer's technician(s).

The initial installation and configuration service, the personnel conducting it and its subtasks should be clearly described for every offered part. All products offered in product list A and B should include the initial installation of hardware and associated management software).

Specifically for every system proposed under this call for tenders a detailed H/W implementation PLAN (with timetable and estimated man-hours) **including at least** installation, configuration, testing and central management software installation and **extending possibly** to integration with the available or proposed infrastructure, migration of typical services from available equipment to the proposed equipment, move to production, system acceptance , signoff.

The successful tenderer will be required **to document** the agreed design and configuration of the system and **submit for discussion and approval** to Cedefop IT Department **before** any implementation.

8.1.11. *Software setup and initial configuration*

After the physical installation of the proposed hardware all the necessary vendor software (system management and monitoring tools) will be installed and configured by the proposed project team of the successful Tenderer.

The successful Tenderer will be required to document the proposed design and configuration of the system and submit for approval to Cedefop IT before any implementation.

8.1.12. *Systems Documentation*

**After implementation** full and detailed documentation of the configuration of hardware and software installed must be delivered to CEDEFOP. This documentations must include at least physical and logical descriptions of installed machinery and software, firmware, software and bios versions, configuration changes and procedures followed and any other information useful for change management of the system. This Service is a mandatory part of the installation services and cannot be priced separately.

Each participating tenderer should describe the contents of the documentation of the system he indents to provide.

### 8.1.13. *Warranties, Maintenance and Support*

Tenderers must submit a complete proposal for warranties and maintenance and support services taking into account minimum service level described below covering such services over the guarantee period (proposed by the tenderer) as well as for one extra year beyond this period:

For each hardware product a maintenance and support plan have to be offered covering at least the minimum specifications given below

- 8.1.13.1. Minimum requirements for **maintenance and Support of hardware** products included in warranty (provided free of charge) for the first three (3) years and priced for each additional year thereafter

**Important Remark:** The offered maintenance plan that will result as a respond to the minimum specifications below is obligatory included in the price of every hardware product offered in the context of this call for **tender for a minimum period of 3 years**. You are however requested to price this maintenance and support plan for every additional year and are obliged to be able to offer it for at least a total period of 5 years.

All hardware equipment must be covered with a warranty of at least three (3) years on-site. The manufacturer must also support this warranty given by tenderers. A letter stating so is mandatory.

- (1) Response time for all hardware equipment (and ancillary components) is set to four (4) hours for all types of malfunction for all working days including Saturday.
- (2) Call out period: 8h00 – 18h00 (including Saturday).
- (3) Maximum fix time for all hardware equipment and components under this support package, for all types of malfunction (hardware, firmware etc.), is set to 48 hours. If repair time is extending 48 hours then the equipment must be replaced. The repaired or replaced equipment should be delivered installed and configured as before the malfunction.
- (4) In case of a hardware repair the support personnel should if requested provide assistance in order to bring the repaired system to an operational state
- (5) Notification for new firmware and firmware availability (either by CD or download) and information about criticality of the update.
- (6) Regular preventive maintenance (every 6 months obligatory and each time firmware updates are considered critical) including equipment health check, cable management, firmware upgrades, driver updates, etc.

- (7) providing a single point of contact for "hot-line" support to resolve urgent problems and *System (Hardware and/or Software)* failures.
- (8) It is mandatory that all works executed on site in the context of maintenance can also be provided by the tenderer during the timeframe from 18:00 – 23:00 on weekdays and during weekends, if critical services of the Center that are operational at the time of intervention have to be disturbed. In any case the work schedule is first approved by CEDEFOP IT staff.

The services offered should be described and analysed. An action procedure for the help desk should also be included E.g. a description on how you will respond to a service call and the procedure and logistics following it etc.

- 8.1.13.2. Minimum requirements for **maintenance and support of Software products** included in warranty (provided free of charge) for the first three (3) years and priced for each additional year thereafter

**Important Remark:** *The offered maintenance plan that will result as a respond to the minimum specifications below is obligatory included in the price of every Software product offered in the context of this call for tender for a minimum period of 3 years. You are however requested to price this maintenance and support plan for every additional year and are obliged to be able to offer it for at least a total period of 5 years.*

- (1) All Software must be covered with a warranty of at least three (3) years on-site. The manufacturer must also support this warranty given by tenderers. A letter stating so is mandatory.
- (2) Response time for all Software events is set to four (4) hours for all types of malfunction for all working days including Saturday.
- (3) Call out period: 8h00 – 18h00 (including Saturday).
- (4) Notify when available and provide **new versions of the software** in CD or downloadable format. Notify on critical patches and compatibility issues. Provide the relevant reference *Documentation*.  
*NOTICE: The maintenance includes only works and not the licensing price of the software upgrades . Please provide in your financial offer the analytical licensing scheme in order to allow the calculation of the life cycle cost of software.*
- (5) Preventive maintenance of software (every 6 months) including applying patches and updates, new version etc if not already done so by Cedefop staff. Check health of installation and changes in the operation environment which may affect normal operation.

- (6) Maximum fix time for all Software malfunction is set to 48 hours. If repair time is extending 48 hours then the software must be reinstalled.
- (7) providing a single point of contact for "hot-line" support to resolve urgent problems and *System (Hardware and/or Software)* failures.
- (8) It is mandatory that all works executed on site in the context of maintenance can also be provided by the tenderer during the timeframe from 18:00 – 23:00 on weekdays and during weekends, if critical services of the Center that are operational at the time of intervention have to be disturbed. In any case the work schedule is first approved by CEDEFOP IT staff.

The services offered should be described and analysed. An action procedure for the help desk should also be included E.g. a description on how you will respond to a service call and the procedure and logistics following it etc.

#### 8.1.14. *Training*

The tenderer must be able to offer **training** on the proposed hardware and software. He should analyse and price if not offered for free training courses on different equipment and software.

#### 8.1.15. *Additional Professional Services*

Service Profiles - price categories are specified as:

- 8.1.15.1. **Project manager – Integration Engineer – Consultant** . Professional services such as Integration engineering, IT consultancy, on site presentations related to the server and storage products, IT project management services provided by experienced engineers and system architects with university degree (4 - 5 years) and at least 6 years experience.
- 8.1.15.2. **Senior hardware (server and storage) specialist**. Installation and start-up, configuration and running-in, migration services by a senior server hardware and or storage hardware specialist – technician with a university degree (3-5 years) and 3 years experience or no university degree and 6 years relevant experience and appropriate certification
- 8.1.15.3. **Senior software (server and/or storage) specialist**. Installation and start-up, configuration and running-in, migration services by a senior server and/or storage software specialist – technician with a university degree (3-5 years) and 3 years experience or no university degree and 6 years relevant experience and appropriate certification.
- 8.1.15.4. **Junior hardware technician**. Equipment installation services by a junior hardware technician and/or a junior software technician. No remote support will be required for this service profile.

**Note:** *Installation and full commissioning of proposed equipment will be provided free of charge as stated in §5.2 and additional professional services will be possibly required only in other context e.g. profile no. 1 in planning and design, no.1, 2 and 3 in migration services, no. 4 for restructuring of available equipment etc.*

**You should provide CV's for the above profiles using the forms in §11 or other similar forms. Please indicate the area of specialisation covered by each person (server, centralised storage or both)**

You should include in your offer the prices of additional professional services in terms of time and means of the following indicative service profiles. Specifically you should include prices for:

- (a) on-call visits and service provision priced by man-day (=7,5 hours) during normal working hours (08:00 – 20:00) on weekdays,
- (b) on call visits during extended working hours (20:00 – 08:00) and all hours of the weekend priced by man-hour,
- (c) remote support (per phone or remote connection) priced by man-hour,
- (d) remote support (per phone or remote connection) priced by man-hour.



## 8.2. Estimated Reference Project scenario resulting in an implementation Proposal and an offered Product List B.

8.2.1. The reference project scenario is summarised in the following table.

ID	Task description	Estimated schedule
1	Provision installation and commissioning of two (2) 1U and one (1) 2U standalone servers and a new rack in order to host services currently hosted in PC-based platforms (see server list). Provision of a Blade enclosure with 4 blade servers. Installation in the same rack	1 <sup>st</sup> semester
2	Consultancy services for offered blade and SAN technology, guidance on how to proceed with the migration of the existing clusters to a new SAN and Blade system. Examine integration issues with current infrastructure, interconnection with existing SAN and migration plan.	1 <sup>nd</sup> – 2 <sup>rd</sup> semester
3	<p>Provision of the new SAN equipment and software, one SAN attached Backup Device and four (4) new Blade servers.</p> <p>Installation and configuration of new SAN.</p> <p>Migration of the file and print MS cluster (<b>2 servers</b>) to the Blade based system and new SAN, doubling the current storage space. Migration of the MS Exchange 2003 cluster (<b>2 servers</b>) to the Blade based SAN attached system, doubling the current storage space.</p> <p>Implementation of new proposed Backup solution</p>	2 <sup>nd</sup> – 3 <sup>rd</sup> semester
4	All above hardware and software needed to integrate the solution are accompanied by maintenance and support service schemes (3 years included in warranty and priced for each additional year). The maintenance and support service plan proposed under the context of the reference project implementation proposal is named <b>maintenance and support plan B</b> and could be the same or differentiate from that proposed in respond to specifications §8.1. (named <b>maintenance and support plan A</b> )	

This scenario incorporates a provisioning plan for the first semesters in the context of the framework contract resulting from this call for tenders. It includes basically the hardware, software, maintenance and support services and the integration - project management services needed to

reach the goal of migrating our existing two of three clusters offering File and Print services, Microsoft Exchange based email services (Part II, §9) to blade based clustered systems attached to the new Fibre Channel SAN (both described below). A new Backup solution should complement the new infrastructure.

8.2.2. *The tenderer should focus both on the proposal of an integrated Storage and backup solution as on the project plan and its implementation of the whole reference project (see criteria I and II in §4.4.1.3). Products offered to implement the solution could be the same or differentiate in some cases if judged as meaningful from those offered in response to specifications in §8.1. Additional products, (hardware, software, support services), options, extensions, software modules etc. needed to provide a full functioning integrated solution meeting the goals and objectives outlined and satisfying best practices approaches of the tenderer could also be used. Those later products will constitute Product and price list B.*

8.2.3. *The solution proposed should be subject to the limitation of roughly respecting the budgetary constraints given in §3.6 taking into account the implementation period of the reference project.*

8.2.4. *In the structuring of the integrated storage and backup solution tenders should follow the basic prerequisites and guidelines bellow:*

- The Backup devices should attach directly to the SAN.
- Backup windows timeframe is set from 23:00 to 06:00 every day.
- The proposed hardware must be supported from the Computer Associates Brightstove v.11.1 (with SAN option) backup software, Cedefop is currently using. If you are offering this software include in your offer all modules needed to integrate your proposed solution. If you can justify the switching cost and provide the necessary training of Cedefop staff free of charge, you can include in your implementation proposal and the resulting product list B backup software of your choice with appropriate modules.
- The issue of optimizing and accelerating the Exchange backup (especially brick level) and the minimisation of Ethernet network use during Backup should be particularly addressed. The needed combination of Storage management and Backup software should be proposed.
- You should propose a tailored solution and best practices towards a tired data storage and backup strategy (e.g. using disk-to-disk, disk-to-tape, etc.). Assess the use of the existing SAN as a secondary storage device after migration of services currently using it has been partially or fully completed. Possibly indicate other scenarios as regard to future use of the existing SAN
- Propose appropriate storage management software modules, configuration and functionality. The possible software and system

modules needed to provide the desired functionality should fit roughly the general budget constrain (§3.6) and be priced analytically with all possible (offered and not offered but available) features and separate options clearly indicated.

- Cluster services migrated to new servers are mainstream services like file and print sharing, exchange mail services and SQL server databases.

8.2.5. *Specific factors to be given attention and addressed with regards to the goals and other guidelines set further below could be*

- (1) SAN system capacity, configuration and software modules proposed to fulfil the needs
- (2) Backup system capacity, configuration and software characteristics and functionality proposed to fulfil the needs
- (3) Blade system configuration and software modules proposed to fulfil the needs.
- (4) Future expansion policy of SAN and Backup system.
- (5) Acceleration of Backup times. Today we face a particular speed problem when taking a full brick level backup of the mail store (200GB).
- (6) The capacity and expandability of the Backup library device. e.g. to propose and justify the use of smaller units acquired when needed versus a larger one expanded with drives when needed or otherwise
- (7) Tired storage, disk based backup assessment and generic outline of a backup policy considering the consolidation plan. Assessment of use of existing SAN storage as secondary cheap storage versus the use of a new NAS device.
- (8) Assessment of continuation of usage of the currently available SAN storage and local server storage versus decommissioning.
- (9) General integration of solutions given (e.g. SAN equipment, disk based back up system) with current technologies e.g. available SAN, SDLT1 Tape libraries etc. used today in the data center.

8.2.6. *General instructions and guidelines for the technical proposal on the implementation of the reference project scenari. Goals to be met.*

In order to fulfil the evaluation criteria indicated in Part I, §4.4.1, the tenderer should outline an integrated storage and backup solution, combining equipment, software, maintenance and support services and other professional services (items can be identical or differentiate if judged necessary from that proposed as a respond to specifications given in §8.1) so that the following goals can be reached or contributed upon:

- All general goals of the current call for tenders mentioned in Part I - §2.2, and Part II §7.1 taking into account also requirements, pinpoints and indicators in §8.2.1 - §8.2.5 and those below

The text delivered should include items mentioned in Part I §4.4.1, using possibly also references to other parts of the offer and possibly give attention to:

- (1) System design and planning.
- (2) Description of procedures and systems, technical and project management approach of equipment ordering, delivering, installation, implementation and commissioning. Availability to work during extended hours when required in order to not disturb the centres operations during implementation.
- (3) Describe features and functionality that users of the proposed technologies encounter in day to day operations to solve typical problems related to storage provisioning, e.g. add a blade server, replace a blade server, remote operations on a blade server, connect a new server to the SAN, create RAID groups, volume, LUNs, extend size of a partition, clone LUNs, restore Snapshots, expanding an raid array in the SAN, upgrading a disk, upgrading-changing the firmware, Backup operations, respond on failures, Fault tolerance in basic and critical components,
- (4) Description of current technology offered and a forecast of future major developments and related provisions made today in order to be prepared for change. Special focus could be given on blade technology features, storage virtualization features and on the implications of the introduction of Windows Longhorn during the next years..
- (5) Description of necessary migration services and procedures in a mainly Windows environment, also incorporating some Unix boxes.

- (6) Description of system and management software needed
- (7) Description of central management functionality and easy of use.

Factors contributing further (specialising or extending the criteria I and II in §4.4.1) to the quality of the technical implementation proposal include:

- (1) Clear indication of system features towards the goals set.
- (2) Specific addressing of problems and needs as stated in this call for tender.
- (3) Clear indication of the offered products (hardware, software, maintenance services, other services) that constitute the integrated solution proposed to meet the goals set. Clear indication of whole life-cycle costs. Avoid introducing and not identifying hidden costs in your solution.
- (4) Avoidance of vendor lock-in, in the degree possible. Indicate any open or absolutely proprietary parts of the system where appropriate.
- (5) Clear indication of the proposed delivery and commissioning schedule for the products.
- (6) Justification of technology and capacity choices made.
- (7) Tailoring of the proposed technological solutions to the specific needs of Cedefop and the particular estimated project scenario. Avoidance of general technology buzzwords and slogans without any particular significance in the context of the project scenario.
- (8) Degree of disturbance of proposed operations to the centres operations
- (9) Layout and description of the proposed maintenance service structure and its implementation to CEDEFOP.
- (10) Clear provision, pricing scheme and estimation for additional professional services considered as necessary such as Integration Engineering, IT consulting, migration services in a MS Windows and Unix environment. Those services should be mapped in the four profiles (service price categories) mentioned in §8.1.15 (see below)

Other important points to consider are:

The tenderer should after examining different project factors and constraints (specifically the general budget constraint, see §3.6) propose a specific solution for the scenario which is feasible to be implemented and offers the maximum advantage to the organisation. Features of the proposed equipment and software, that are options and expansions and are not proposed, could be mentioned as an advantage, but clearly identified and distinguished as options. Those options should be included in the financial offer only separately and should not be calculated into the bundled cost.

Equipment, software and maintenance services proposed in the technical implementation proposal to cover a specific need could be the same offered to cover the minimum specifications (§8.1) in appropriate quantities (product list A). So the proposed products under product list A and the products proposed to implement the reference project could be identical. If although the tenderer decides that an equipment, software or a maintenance and support plan of other capacity than that proposed to address the requirements (and offered under product list A) is needed to fulfil the goals set above, he is free to propose this product and include it in the reference project cost form and in Product List B (Questionnaire 5B), **as long as the general budgetary constraints (§3.6) are roughly met during the acquisition period of the estimated reference project.**

**Attention:** If the same products are listed (proposed) in both product lists A (Questionnaire 5A) and the cost form of the reference project (Questionnaire 5B) the prices cannot differ.

Project management principles and acumen should be evident throughout the technical proposal. The tenderer has to deliver a concise project plan on how he is about to implement the scenario, mentioning the specific processes, people and resources he will use and the procedures he will follow.

As regard to **maintenance and support services** the tenderer should propose and describe in his implementation proposal, for each equipment proposed, a warranty maintenance and support scheme (named hereafter **maintenance and support plan B**) to be followed in order to reach the goals set, subject to the budgetary constrains. The proposed maintenance plan B could be the same (in this case please reference) or different from that offered in respond to technical specifications given in §8.1.13 (named hereafter **maintenance and support plan A**).

The maintenance and support plan B (as does A) should be included free of charge for the three year minimum warranty period of the equipment and software. A cost for an additional year should be given in the financial offer.

As regard to **the additional professional services** needed for implementation of the reference project (integration engineering, planning

and design, installation and implementation, server services migration, training) the tenderer should in his proposal:

- (1) Outline the service provision structure and available service profiles and people of his organisation that could be used in the context of this estimated reference project. (use references to any part of the offer where applicable )
- (2) Identify and analyse the particular services and give an estimation on the man-days of every particular professional service proposed in order to implement the reference project scenario examined and reach the goals set. The estimation given for each service type must be the maximum as the successful tenderer is binded to be able to implement the particular project as described with quality within the limits of his estimations, when requested.
- (3) Map those particular services and amounts calculated to amounts of man-days onsite and possibly amounts of man-hours remote support of the four service price categories (service profiles) mentioned in §18.1.15. Use the estimation you made in terms of man-days and possibly man-hours of the four price categories (service profiles in the reference project cost form (Questionnaire 5B).

All accompanying equipment, management software, software options, cabling and accessories, and maintenance and support services used in this scenario in order to produce a workable solution by integrating the offered items, should be clearly listed in the technical offer and priced in the financial offer as proposed products. When filling Questionnaire 5B include all products in the cost form in order to calculate the bundled implementation cost and those different from the products in product list A also include them in Product and pricelist B.

<p><b>IMPORTANT:</b> Conformance and value of your technical proposal to all the requirements of the above <u>concise list</u> will be measured through the information you need to supply in <b>Questionnaire 4</b>.</p>
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## **9. I.T. ENVIRONMENT OF CEDEFOP – CURRENT SITUATION**

### **9.1. Network and telecom profile**

- (1) Scalable switched fast Ethernet infrastructure using Cisco technology and VLAN architecture. Fully expandable. Current Internet bandwidth: 1.92 Mbps over the Gigabit backbone of GRNET. Backup Internet connection with FORTHnet – Internet Hellas.
- (2) Connection with the TESTA-II network of the European Commission (connects to EC's Intranet ("Intracomm") and other online services such as CIRCA). Connection via an encrypted VPN with Cedefop's Brussels office. Possibility to readily expand the number of VPNs (e.g. for Extranet purposes).
- (3) Security: Checkpoint's Firewall-1, Server based mail security and anti-virus systems. No PKI infrastructure.
- (4) Siemens Hicom 300 HDMS Telephone Center, with Siemens Xpressions unified messaging for voicemail and e-fax.
- (5) Storage network based on 4 Fibre Channel Switches (2 x Compaq Storage Works EL and 2 x EL2)

### **9.2. Systems**

- (1) Main infrastructure consists of a single domain, single forest, two-site Windows 2000/2003 network controlled by 3 domain controllers (two Windows 2003 in Thessaloniki and one Windows 2000 in Brussels).
- (2) Three clustered systems connected using Fibre Channel Switches (2 x Compaq Storage Works EL and 2 x EL2) to a SAN Subsystem (Compaq MA-8000) and a set of HSG80 Array Controllers, are supporting the business critical services. In detail:
  - File and Print services are controlled by a two-node clustered system (active-active) based on Windows 2000 Advanced Server (two HP/Compaq DL380G2).
  - Internal Mail services are based on a two-node active-passive Windows 2003 Server – Exchange 2003 cluster (two Compaq DL380G2) and an external front-end Exchange Webmail server (OWA).
  - Document Management, Workgroup and Intranet Services based on the Opentext Livelink Software Platform are hosted also in a two-node active-active Windows 2000 Advanced Server cluster (two Compaq DL380G3).



- (3) Large scalable storage capacity with several hundreds of GB in a few tens of hard disks resides in the SAN. Backup is done with Brightstare Arcserve v11 software, using two Compaq MSL5000 tape libraries with two SDLT drives each, directly connected to the SAN.
- (4) There are also several standalone File, Print, Web, database and document servers, running MS-Windows OSs (Windows 2000 and Windows NT) and some Linux servers (DNS, network and systems monitoring, logging, mailing lists, apache).

### **9.3. Email**

- (1) Internal Email services run on a clustered system (Active-Passive) based on Windows 2003 Server and Microsoft Exchange 2003 Enterprise Server. This system is using the same SAN as the File and Print Services. Exchange's Outlook Web Access (OWA) is also hosted on a dedicated server.
- (2) Front end SMTP (e-mail) anti-spam and anti-virus gateway is hosted on two Compaq DL380G3 Windows 2000 servers, running Clearswift's MAILsweeper.

### **9.4. Web infrastructure**

- (1) The official Cedefop static informational site ([www.cedefop.eu.int](http://www.cedefop.eu.int)) is running on Windows NT 4.0 and IIS 4.0
- (2) Cedefop's interactive large core business site (ETV - [www.trainingvillage.gr](http://www.trainingvillage.gr)), with 50,000 registered users, based on ASP scripting, designed on the LDAP front-end of Microsoft's Site Server 3 with an SQL server 7.0 as a backend, maintained in-house, running on two Compaq DL350 servers.
- (3) The Europass site (Europass CV, Language Passport, Mobility, Diploma/Certificate Supplement - <http://europass.cedefop.eu.int>) is based on JSP/Jakarta/Tomcat/Apache web technologies and MS-SQL DB Server and is running on two Compaq DL380 servers.
- (4) Web application Environment : mainly Microsoft IIS 4.0, ASP technology, LDAP, SQL, Database access, XML, VBScript.
- (5) We also host several European VET (Vocational Education & Training) specific websites (eg. [www.career-space.com](http://www.career-space.com)), maintained remotely by their respective owners. The hosting environment consists of a Windows 2000, IIS and SQL server as the backend database.
- (6) Cedefop's Library hosts a web site ([libserver.cedefop.eu.int](http://libserver.cedefop.eu.int)) on an Apache server, running on the Aleph system and on the IBM AIX/RS6000 .

- (7) A web proxy server (“squid”) with 50GB cache is playing the role of a Web gateway to Cedefop’s Brussels office computers.

#### **9.5. Internal Database / Information Systems and Applications**

- (1) A Sybase 12.5 hosted on Windows 2000 OS (a dedicated Compaq ML530) is running only the Financial/ERP system of Cedefop (“Fibus”). Another server runs “Myfibus”, a personalised employee information system.
- (2) Web based IS (“OLIVE”) for managing a decentralised network of partners. running on Windows NT / ASP / Sybase on the “Idefix” server of Cedefop’s Study Visits department.
- (3) IBM RS6000/AIX runs Oracle 8.17 for the Library system (Aleph v.14.2.9) of Cedefop.
- (4) An Opentext Livelink based Document Management, Groupware, Workflow and Intranet/Extranet Integrated Information System has just been finalised and is beginning to be utilised.

#### **9.6. Desktop environment**

Approximately 150 PCs, running Windows XP Professional, Office 2003, Outlook 2003.

#### **9.7. Audio-visual systems**

Advanced videoconferencing infrastructure and know-how.

#### **9.8. IT Services criticality**

For the scope of this call for tender and in order to facilitate tenderers to draft the requested estimated project scenario technical proposal and proposal (see **PART II: Technical Specifications**), we have separated services provided by the Datacenter of CEDEFOP in two categories:

- (1) *Mission Critical services* where downtime affects core business immediately and so those are considered as *downtime non-tolerant*, and
- (2) *Downtime tolerant services* where a percentage of downtime has no direct influence to the business critical procedure of the centre.

Additionally some complimentary information is provided for each service, where appropriate, to assist in understanding the current situation.

##### *9.8.1. Downtime non-tolerant services*

- Basic infrastructure and networking services, e.g. Active directory authentication services, DNS, DHCP, WINS, Firewall.

- File and print Services. Shared file storage space (allocated in the MA8000 based SAN) is currently about 180 GB, currently 85% used and planned to double in the near future. There is no tiered storage architecture implemented (i.e. different storage media based on utilisation etc.). An automated archiving solution using data categorization (utilisation) could be an option for optimising this service. Today full daily Backup is the main Backup procedure followed.
- Document Management, Workgroup and Intranet Services based on the Opentext Livelink Software Platform. Allocated current capacity in the SAN is 600GB. Is expected to grow.
- Email Services
  - (1) Internal Email services based on Exchange 2003. This system is using the same SAN as the File and Print Services. Microsoft's Exchange 2003 Outlook Web Access (OWA) is also hosted on a dedicated server. Allocated capacity is 360 GB (two storage groups) and is extending fast. No quota is applied and not wished at the moment but an automated archiving solution with easy restore capability would be desirable.
  - (2) Front end SMTP (e-mail) anti-spam and anti-virus gateway is hosted on two Compaq DL380G3 Windows 2000 servers, running Clearswift's MAILsweeper.
- Part of the Web infrastructure

The Europass site

  - (1) Cedefop's interactive large core business site (ETV - [www.trainingvillage.gr](http://www.trainingvillage.gr))
  - (2) Web proxy server
- Internal Database / Information Systems and Applications

Internal ERP Service and its Sybase Database

9.8.2. *Downtime tolerant services*

- Remaining Web infrastructure

The official Cedefop informational site

  - (1) Cedefop's Library server.
  - (2) Other web sites.
- Internal Database / Information Systems and Applications

Web based IS (“OLIVE”) for managing a decentralised network of partners.

### 9.9. Short outline of current IT Procedures in Cedefop

**Backup schedule:** Full Backup of the main file and email storages and stand alone servers is taken daily and a brick level backup of emails every weekend due to the lengthy procedure. Four groups of tapes in the two available 24 slot libraries (two (2) SDLT) are used for those operations. A re-engineering of the Backup policy is currently ongoing due to the grow of data.

**SAN and cluster operations:** Maintenance works on the three SAN attached clusters (e.g. extension of storage space, addition or removal of logical volumes) are today very difficult as there is a lack of an easy to use and efficient graphical management environment for SAN operations. The current SAN also lacks advanced features like transparent storage virtualisation, snapshots, mirroring etc. **Yearly Data growth rate** is about **30%**

**Security Policies:** Strict security policies are applied wherever possible. Users have restricted accounts, applied by Domain Group Policies.

**Firmware updates policy:** The firmware of the systems where not regularly updated and this was done only if an operational problem should occur. This policy has been decided to change and a regular maintenance and update interval is foreseen.

### 9.10. Estimated Server replacement Plan (Timeframe/schedule of server acquisition)

The following table describes all server acquisitions of Cedefop from 1999 till 2005. Based on these acquisitions and on the going IT projects and the 2005-2006 IT Yearly Plans this is the **estimated timeframe** of replacements

Brand or Model	Service	Date Of Purchase	Projected Replacement Date
PC Based	Web document management application		Immediate
PC Based	Fibus test and development		Immediate
PC Based	Linux, DNS backup server, Monitoring, mailing lists server, web based bulletin board		Immediate
PC Based	Siemens Xpression Unified messaging system		Immediate
PC Based	Linux, Internal Network management, Assistant mail server, Monitoring Tasks Site		Mid term
IBM AIX	Library server		Long-term
Compaq ML350	Brussels Domain controller		Long-term
PC based	Backup Domain controller, backup DNS, WINS, NETIQ group policy manager, Desktop authority server		Short-term
PC based	Monitoring, Winternals server, Webtrends, ICT website	2004Q4	Long -term
Compaq ML350	ETV web server, Site Manager	2000 Q2	Immediate
Compaq	ETV web server development server		Immediate
Compaq ML350	MS SQL 7.0 Server	2000 Q2	Immediate
PC based	ETV developer server		Mid term
Dell	Web Server	2001 Q3	Immediate
Compaq HP DL380	File and Print Cluster, SAN attached	2002 Q1	Mid-term
Compaq HP DL380	File and Print Cluster, SAN attached	2002 Q1	Mid-term
Compaq HP DL380	MS Exchange 2003 Cluster, SAN attached	2002 Q1	Mid-term
Compaq HP DL380	MS Exchange 2003 Cluster, SAN attached	2002 Q1	Mid-term
Compaq HP DL380	OpenText Livelink, MS SQL 2000 Cluster, SAN attached	2004 Q1	Long term
Compaq HP DL380	OpenText Livelink, MS SQL 2000 Cluster, SAN attached	2004 Q1	Long term
Compaq HP DL380	OpenText Livelink, extranet DMZ server	2004Q1	Long term
Compaq HP DL360	MS Exchange 2003 Outlook Web Access	2002 Q1	Mid-term
Compaq HP DL380	MS Exchange 2000 connector to Siemens PBX, "My FIBUS" Web application	2002 Q1	Mid-term
Compaq HP DL380	Domain Controller, AD Global Catalogue	2002 Q1	Long term
Compaq HP DL380	Livelink Web content management	2004 Q1	Long term
Compaq HP DL380	Livelink test and development		Long term
Compaq HP DL360 G3	SMTP front end server, Antispam and antivirus filter for email	2004Q1	Long term
Compaq HP DL360 G3	Backup of SMTP front end server, Antispam and antivirus filter for email, mass email server	2004Q1	Long term
Compaq HP DL380	Web server	2003 Q1	Mid-term
HP DL360 G4	Europass Web main server	2005Q3	Long term
HP DL360 G4	Europass Web, developer server and open office server	2005Q3	Long term
HP DL380 G4	Proxy server	2005Q4	Long term

## **STANDARD REPLY FORMS**

### **QUESTIONNAIRES**

- Questionnaire 1 – Tenderer Identification
- Questionnaire 2 – Exclusion criteria
- Questionnaire 3 - Selection criteria
- Questionnaire 4- Technical evaluation
  - Questionnaire 4A – Responses to minimum technical specifications of specific hardware, software and services leading to the offered Product List A
  - Questionnaire 4B – Technical Proposal on the implementation of the estimated reference project.
- Questionnaire 5 – Financial offer
  - Questionnaire 5A. Price list of products included in Product List A (as a result of responses to the minimum technical specifications set in §8.1 and Questionnaire 4A)
  - Questionnaire 5B. Cost form of the proposed implementation of the estimated Reference Project and Product pricelist B which includes items used in the context of the reference project implementation proposal and are not included in the product and pricelist A.

### **Other Forms**

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

**QUESTIONNAIRE 1: TENDERER IDENTIFICATION**

<b>Identity</b>	
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	
<b>Address</b>	
Address of the tenderer's registered office	..... ..... .....
Tenderer's administrative address for the purpose of this invitation, if applicable	..... ..... .....
<b>Contact Person</b>	
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	
<b>Names of the legal representatives</b>	
And of other representatives of the tenderer who are authorized to sign contracts with third parties	
<b>Financial Identification (please fill in the annexed Financial Identification Form)</b>	
a) Name of bank	
b) Address of bank	
c) Bank code	
d) Account number	
e) IBAN	
f) BIC	
g) Currency	
<b>Declaration by an authorised representative of the organisation:</b>	
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	
<b>SIGNATURE:</b>	



**QUESTIONNAIRE 2: EXCLUSION CRITERIA**

<b>Questions relating to the exclusion of tenderers from participation in this call for tenders</b>		<b>Brief response or reference</b>
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>
<b>Questions relating to the non-award of the contract to a tenderer</b>		
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

Please note that answering questions by doing cross-references to another answer, such as those given in the Technical evaluation Questionnaire 4, is not permitted. Each question has to be answered individually

	Questions relating to the selection of the Tenderer	Brief response or reference
	<b><i>Economic and financial capacity (amounts shall be expressed in euro)</i></b>  <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 7% to cover performance of every specific agreement in the context of the framework contract resulting from this call for tender <b>MANDATORY</b>	<input type="checkbox"/> YES
2.	Have you enclosed official or certified true balance sheets or extracts from balance sheets for at least <b>the last three years</b> 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) <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
3.	Have you enclosed a proof of you professional risk indemnity insurance? <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
4.	Do you belong to a parent company?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference .....
5.	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. (MANDATORY if previous answer is YES)	<input type="checkbox"/> YES Reference .....
6.	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 .....
	<b><i>Technical and professional capacity</i></b>	
	<b>Professional capacity and standing, in evidence of which the tenderer shall furnish:</b>	
7.	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); <b>MANDATORY</b>	<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 social security contributions; <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....

9.	A certificate issued by a competent authority stating that the tenderer has fulfilled all obligations concerning the payment <b>of taxes</b> , in accordance with the statutory provisions of the Member State in which the tenderer is established. <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
	<b>Quality Assurance</b>	
10.	Have you obtained the ISO 9001 quality certification? If yes please submit it.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference .....
11.	Do you have your own internal Quality Assurance department and procedures? If the answer is YES, describe them	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference .....
12.	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 .....
	<b>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:</b>	
13.	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.); <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
14.	Have you provided documentation demonstrating your ability to provide the delivery, assembly, installation and maintenance operations under this call for tender for the specific place of delivery (i.e. Thessaloniki, Greece): <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
15.	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) <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
16.	Indicate where, during the performance of the contract, the different support staff will be located	Reference .....
17.	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? <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
18.	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 .....
19.	Do you agree to replace a person involved in the project under the present call for tenders: <b>MANDATORY</b>	<input type="checkbox"/> YES
20.	a) Whose conduct and behaviour are considered to be unsatisfactory? <b>MANDATORY</b>	<input type="checkbox"/> YES

21.	b) Whose abilities and/or performance have proven unsatisfactory? <b>MANDATORY</b>	<input type="checkbox"/> YES
22.	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): <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
23.	Have you included a description of how you ensure that the knowledge and experience of your technical staff is kept up to date, for the products that are contained in your proposed product list.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference .....
24.	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 .....
25.	Can you provide support services during working hours before 08:00 or after 19:00 on normal working days and on week-ends and public/bank holidays)? <b>MANDATORY</b>	<input type="checkbox"/> YES
<b>Human Resources –General requirement</b>		
26.	Have you enclosed CV's of the person that will be proposed to oversee the Contract and act as Liaison with the Centre <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
27.	Have you enclosed CVs of the technical personnel of your company or the manufacturer that will install ALL the hardware and software (distinguish between Servers, centralised storage). See §11 for indicative CV forms. <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
28.	Have you enclosed CVs of the technical personnel of your company or the manufacturer that will offer maintenance and support services for hardware and software (distinguish between Servers, centralised storage). (see §11 for indicative CV forms) <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
29.	Have you enclosed CVs of the staff allocated to perform the additional professional services required indicating the area of specialisation (servers, centralised storage, both). See §2.3.3, §8.1.15 for qualifications and §11 for indicative CV forms) <b>MANDATORY</b>	<input type="checkbox"/> YES Reference .....
<b>Support structure specific requirements</b>		
30.	Can you provide maintenance and support for the hardware proposed covering at least the minimum specifications as outlined in Part II §8.1.13.1 <b>MANDATORY</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference .....
31.	Can you provide maintenance and support for the Software proposed covering at least the minimum specifications as outlined in Part II §8.1.13.2 <b>MANDATORY</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference .....

**QUESTIONNAIRE 4: TECHNICAL EVALUATION**  
**(TECHNICAL SPECIFICATIONS)**

Tenderer name: .....		
Question		Brief response or reference
<b>General</b>		
A4.1.1	Please indicate the validity of your offer if it exceeds the 6 months	
A4.1.2	Have you enclosed all Technical documentation supporting the offer	YES/NO (Mandatory)
A4.1.3	Do you distinguish in your offer between Hardware, Software, Services offered as a respond to minimum Technical specifications in Part II, §8.1 (Product List A, offered Pricelist) and as a result of your implementation and solution proposal on the estimated reference project scenario (Product List B, Cost form B)	YES/NO (Mandatory)
A4.1.4	Do you confirm that the proposed products and configurations under Product List A fulfil the minimum requirements outlined in the tendering specifications (Part II, §8.1) ?	YES/NO (Mandatory)
A4.1.5	Do you indicate where Products in Product List B are identical and where they differentiate from Products in Product List A.	YES/NO
A4.1.6	Please indicate the delivery period for all the products (starting from the date of placement of the order). Provide a table with the delivery period for each equipment	YES/NO (Mandatory)
A4.1.7	Have you made sure that you have distinguished and is it clear throughout your offer what constitutes the offered equipment (which will participate in the evaluation) and what constitutes an optional part	YES/NO
A4.1.8	Have you included a description of and priced in the financial offer (if not offered as a bundle) the software needed to provide centralised management of the offered equipment.	YES/NO
A4.1.9	Have you included in your financial offer a separate pricelist of optional parts, modules etc. mentioned in your technical offer (sheets etc.) which extend the functionality of the offered hardware.	YES/NO

Tenderer name: .....		
	Question	Brief response or reference
	<b>Rack and KVM switch</b>	
A4.2.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications (Part II, §8.1) ?	YES/NO (Mandatory)
A4.2.2	Name, Model and Part Number of rack	
A4.2.3	Are the Racks lockable?	YES/NO
A4.2.4	Is security monitoring supported by the rack solutions	
A4.2.5	How many outlets the power distributor can support?	
A4.2.6	Have you included a description of the thermal management of the racks	
A4.2.7	Name and Model type of TFT Monitor and Mechanism	
A4.2.8	Name and Model type KVM Switch and technology. Please indicate details on the functionality provided	
A4.2.9	How many servers the keyboard/monitor switch can administer (>=8)?	
A4.2.10	Can the KVM be configured or administrated from remote (describe specify way, e.g. over IP)	YES/NO

Tenderer name: .....		
	Question	Brief response or reference
A4.3.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications (Part II, §8.1) ?	YES/NO (Mandatory)
<b>Blade System (Enclosure + 1 blade server)</b>		
<b>Identification</b>		
A4.3.2	Manufacturer of the server/system	
A4.3.3	Name, Model and Part Number of the server	
A4.3.4	Are all the components for the proposed configurations of the server available at the final date of the deposit of the offer?	YES/NO (Mandatory)
A4.3.5	Is the duration of the hardware warranty at least 3 years?	YES/NO (Mandatory)
<b>Enclosure Characteristics</b>		
A4.3.6	What is the form factor of the enclosure ? What space does the enclosure need in the RACK?	
A4.3.7	Which is the capacity of the enclosure in terms of blade servers?	
A4.3.8	Please describe how you avoid a single point of failure in the enclosure	
A4.3.9	Are the blade servers hot pluggable?	YES/NO (Mandatory)
A4.3.10	Is the power supply redundant?	YES/NO (Mandatory)
A4.3.11	Describe the power supply specifications	
A4.3.12	Which modules are available for the enclosure (I/O interfaces, ports, etc.). Are the modules hot pluggable? Please describe.	
A4.3.13	Indicate any product highlights you consider as competitive advantages	
<b>OS support</b>		
A4.3.14	For which OS is the server currently certified or in certification process? Please enclose a copy of the certification(s) or, in the second case, enclose documentation, which supports your claim and indicates the expected certification(s) date.	
A4.3.15	Is Windows Server 2003 supported? Indicate if the system is in the compatibility list	YES/NO
A4.3.16	Is Windows Server 2000 supported? Indicate if the system is in the compatibility list	YES/NO
A4.3.17	Is Linux supported?	
A4.3.18	Please explain in detail how support for Linux is achieved and to which extend it is provided?	
<b>Processor</b>		
A4.3.19	Name/model of the processor	
A4.3.20	Clock frequency	
A4.3.21	Indicate the L2 cache bus frequency	
A4.3.22	What is the size of the on-chip L2 cache memory?	>=2MB
A4.3.23	Are at least two (2) CPUs supported?	YES/NO
A4.3.24	How many maximum CPUs are supported	
A4.3.25	Is the performance of the proposed processor equivalent or better than the Intel Xeon or running at 3 GHz with 512KB cache memory?	YES/NO (Mandatory)
A4.3.26	Is the processor equipped with 64-bit memory extensions?	YES/NO
<b>Architecture</b>		
A4.3.27	Name/model of motherboard	
A4.3.28	If there is a chipset indicate the name/model of the chipset	
A4.3.29	Is the motherboard capable to accept dual core CPU's?	
A4.3.30	Total number of expansion slots (pci) for interfaces or ports - modules	
A4.3.31	Type and total number of expansion slots free	
A4.3.32	Name/type of the SCSI peripherals controller if available (Note: this is not the RAID controller)	
A4.3.33	Total number of devices that can be connected to the SCSI peripherals controller	



	<b>Memory</b>	
A4.3.34	Indicate the RAM type	
A4.3.35	Indicate the RAM access time	
A4.3.36	Indicate the maximum RAM supported by the server	
A4.3.37	Is the maximum ammount of RAM at least 4 GB	YES/NO (Mandatory)
A4.3.38	Is the amount of RAM offered at least 1 GB	YES/NO (Mandatory)
A4.3.39	Indicate the maximum number of RAM slots and the way to extend it	
	<b>Controllers/Internal Storage System Interfaces</b>	
A4.3.40	Is the server/system equipped with a hardware RAID controller?	YES/NO
A4.3.41	Have you enclosed a description of the RAID implementation (including the RAID specifications of the controller and hard disks)?	YES/NO
	<b>Hard Disks</b>	
A4.3.42	Are hot swap disks supported, and did you enclose a description of the way this is implemented?	
A4.3.43	Total internal disk bays	YES/NO
A4.3.44	Is the logical hard disk capacity (installed disks) under the RAID 1 scheme at least 36GB?	YES/NO
A4.3.45	Is the logical hard disk capacity (installed disks) at least 36GB?	YES/NO (Mandatory)
A4.3.46	Indicate the MTBF for each hard disk	YES/NO
A4.3.47	Can the blade servers be configured to boot from the storage area network virtual drive (operation with no disk)	YES/NO
	<b>Network</b>	
A4.3.48	Is the server/system equipped with two 1000 Mbit/s autosensing Ethernet card?	YES/NO (Mandatory)
A4.3.49	Indicate the Name/model of the network cards	
A4.3.50	Have you enclosed a description of all Network interfaces available for the server/system?	YES/NO
	<b>Interfaces</b>	
A4.3.51	Is the server equipped with 1 parallel port?	YES/NO
A4.3.52	Is the server equipped with 1 serial port?	YES/NO
A4.3.53	Is the server equipped with a mouse port?	YES/NO
A4.3.54	Is the server equipped with a keyboard port?	YES/NO
A4.3.55	Is the server equipped with a USB port?	YES/NO
	<b>Other Equipment</b>	
A4.3.56	Is the server or enclosure equipped with a 3"1/2 1.44MB floppy disk drive?	YES/NO
A4.3.57	Is the server or enclosure equipped with a DVD drive ?	YES/NO
A4.3.58	Have you enclosed the description of other mass storage devices the server can support?	YES/NO
A4.3.59	Have you enclosed a descriptino of all Monitor, Keyboard and mouse options available for the server/system	YES/NO

	<b>High Availability Features</b>	
A4.3.60	Do you offer a network card with internal IP failover capabilities?	
A4.3.61	Is the hot-swap option supported for the cooling fans?	
A4.3.62	Is the hot-swap option supported for the blade servers?	
A4.3.63	Please enclose a list of all hot-swap components included in your offer.	
A4.3.64	Indicate the actions that are performed automatically by the system in case of CPU or memory failure	
A4.3.65	Do you offer a cluster solution for the server and did you enclose a detailed description?	YES/NO (Mandatory)
A4.3.66	Please detail all other redundancy features you can offer for high availability?	
	<b>System Tools</b>	
A4.3.67	Does the offer include software for system monitoring and management? (enclose the details, including the support capabilities for third party solutions)	YES/NO (Mandatory)
A4.3.68	Is the server equipped with any specific hardware or software for local or remote diagnostic of the server (voltage monitoring, fan monitoring, chassis intrusion monitoring, remote boot, etc.). Enclose its description, specification and capabilities	YES/NO (mandatory)
A4.3.69	Does the offer include solutions for the remote support/maintenance of the server and did you enclose a description?	YES/NO
A4.3.70	Does the offer include solutions for the flexible deployment e.g. system image backup and deployment. Please describe. If not included in the offer but such a solution exists as an option please indicate and describe	YES/NO
A4.3.71	Describe the addition and replacement procedure of a Blade server	
A4.3.72	Does the offer include solutions for the firmware-patch management	YES/NO
	<b>Evolution</b>	
A4.3.73	Have you enclosed a description of how the server can be upgraded to newer versions of the processor as and when they come on the market?	YES/NO (Mandatory)
A4.3.74	Have you enclosed a description of how the number of sockets on the server can be increased?	YES/NO
A4.3.75	Have you enclosed a brief description of your internal strategy for the support of a dual core system and concerning the technological evolution of the servers?	YES/NO
	<b>ISO / EN standards</b>	
A4.3.76	Does the server conform to the following standards: EN60950	YES/NO (mandatory)
	<b>Environmental Criteria and ergonomics</b>	
A4.3.77	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.3.78	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.3.79	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.3.80	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.3.81	Please indicate the operating temperature range of the equipment	
A4.3.82	Please provide the power consumption without power saving feature and socket speed set to high (W)	

Tenderer name: .....		
	Question	Brief response or reference
A4.4.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications (Part II, §8.1) ?	YES/NO (Mandatory)
<b>Identification</b>		
A4.4.2	Manufacturer of the server	
A4.4.3	Name, Model and Part Number of the server	
A4.4.4	Are all the components for the proposed configurations of the server available at the final date of the deposit of the offer?	YES/NO (Mandatory)
A4.4.5	Indicate any product highlights you consider as competitive advantages	
<b>OS support</b>		
A4.4.6	For which OS is the server currently certified or in certification process? Please enclose a copy of the certification(s) or, in the second case, enclose documentation, which supports your claim and indicates the expected certification(s) date.	
A4.4.7	Is Windows Server 2003 supported? Indicate if the system is in the compatibility list	YES/NO
A4.4.8	Is Windows Server 2000 supported? Indicate if the system is in the compatibility list	YES/NO
A4.4.9	Is Linux supported?	
A4.4.10	Please explain in detail how support for Linux is achieved and to which extend it is provided?	
<b>Processor</b>		
A4.4.11	Name/model of the processor	
A4.4.12	Clock frequency	
A4.4.13	Indicate the L2 cache bus frequency	
A4.4.14	What is the size of the on-chip L2 cache memory?	>=2MB
A4.4.15	Are at least two (2) CPUs supported?	YES/NO (Mandatory)
A4.4.16	How many maximum CPUs are supported	
A4.4.17	Is the performance of the proposed processor equivalent or better than the Intel Xeon or running at 3 GHz with 512KB cache memory?	YES/NO (Mandatory)
A4.4.18	Is the processor equipped with 64-bit memory extensions?	YES/NO
<b>Architecture</b>		
A4.4.19	Total number of PCI slots	
A4.4.20	Total number of PCI slots free	
A4.4.21	Total number of PCI-X slots	
A4.4.22	Total number of PCI-X slots free	
A4.4.23	Is the motherboard capable to accept dual core CPU's?	YES/NO
A4.4.24	Name/type of the SCSI peripherals controller (Note: this is not the RAID controller)	
A4.4.25	Total number of devices that can be connected to the SCSI peripherals controller	
A4.4.26	Is the size of the server 1U?	YES/NO (Mandatory)
<b>Memory</b>		
A4.4.27	Indicate the RAM type	
A4.4.28	Indicate the RAM speed	
A4.4.29	Indicate the maximum RAM supported by the server	
A4.4.30	Is the maximum amount of RAM at least 8 GB	YES/NO (Mandatory)
A4.4.31	Is the amount of RAM offered at least 3 GB	YES/NO (Mandatory)
A4.4.32	Indicate the maximum number of RAM slots and the way to extend it	
<b>Controllers/Internal Storage System Interfaces</b>		
A4.4.33	Is the server/system equipped with a hardware RAID controller?	YES/NO (Mandatory)
A4.4.34	Have you enclosed a description of the RAID implementation (including the RAID specifications of the controller and hard disks)?	YES/NO (Mandatory)
A4.4.35	Indicate the name/model of the dedicated RAID controller	
A4.4.36	Indicate the number and type of the SCSI channels supported by the RAID controller and the number of hard disks supported by each SCSI channel	
A4.4.37	Are the RAID 0 and 1 schemes supported by the server?	YES/NO (Mandatory)
A4.4.38	Is the RAID controller equipped with a battery for saving cache RAM?	YES/NO
<b>Hard Disks</b>		
A4.4.39	Are at least two (2) hot swap disks supported?	YES/NO (Mandatory)
A4.4.40	Total internal hot-plug disk bays (at least 2)	
A4.4.41	Is the logical hard disk capacity (installed disks) under the RAID 1 scheme at least 36GB?	YES/NO (Mandatory)
A4.4.42	Is the logical hard disk capacity (installed disks) at least 36GB?	YES/NO (Mandatory)
A4.4.43	Indicate the MTBF for each hard disk	YES/NO
A4.4.44	Can the server be configured to boot from the storage area network virtual drive (operation with no disk)	YES/NO
<b>Network</b>		
A4.4.45	Is the server equipped with two 10/100/1000 Mbit/s autosensing Ethernet card?	YES/NO (Mandatory)
A4.4.46	Is each of the network cards equipped with a UTP connector (RJ45)?	YES/NO (Mandatory)
	Indicate the Name/model of the network cards	
A4.4.47	Have you enclosed a description of all Network interfaces available for the server/system?	YES/NO
<b>Interfaces</b>		
A4.4.48	Is the server equipped with at least 1 serial port?	YES/NO (Mandatory)
A4.4.49	Is the server equipped with a mouse port?	YES/NO (Mandatory)
A4.4.50	Is the server equipped with a keyboard port?	YES/NO (Mandatory)
A4.4.51	Is the server equipped with at least 2 USB port?	YES/NO
A4.4.52	Is one of the USB ports located in the front?	YES/NO (Mandatory)
<b>Other Equipment</b>		
A4.4.53	Is the server equipped with a 3"1/2 1.44MB floppy disk drive?	YES/NO
A4.4.54	Is the server equipped with a DVD/CD-ROM drive?	YES/NO (Mandatory)
A4.4.55	Have you enclosed the description of other mass storage devices the server can support?	YES/NO
A4.4.56	Is the server equipped with any specific hardware or software for local or remote diagnostic of the server (voltage monitoring, fan monitoring, chassis intrusion monitoring, remote boot, etc.). If yes, enclose its description.	YES/NO (Mandatory)

	<b>High Availability Features</b>	
A4.4.57	Do you offer a network card with internal IP failover capabilities?	YES/NO
A4.4.58	Is the hot-swap option supported for the cooling fans?	YES/NO
A4.4.59	Do you offer a cluster solution for the server and did you enclose a detailed description?	YES/NO (Mandatory)
A4.4.60	Please detail all other redundancy features you can offer for high availability?	
	<b>System Tools</b>	
A4.4.61	Does the offer include software for system monitoring and management? (enclose the details, including the support capabilities for third party solutions)	YES/NO (Mandatory)
A4.4.62	Does the offer include solutions for the remote support/maintenance of the server and did you enclose a description?	YES/NO
	<b>Evolution</b>	
A4.4.63	Have you enclosed a description of how the server can be upgraded to newer versions of the processor as and when they come on the market?	YES/NO (Mandatory)
A4.4.64	Have you enclosed a description of how the number of sockets on the server can be increased?	YES/NO
A4.4.65	Have you enclosed a brief description of your internal strategy for the support of a dual core system and concerning the technological evolution of the servers?	YES/NO
	<b>ISO / EN standards</b>	
A4.4.66	Does the server conform to the following standards: EN60950	YES/NO (mandatory)
	<b>Environmental Criteria and Ergonomics</b>	
A4.4.67	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.4.68	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.4.69	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.4.70	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.4.71	Please indicate the operating temperature range of the equipment	
A4.4.72	Please provide the power consumption without power saving feature and socket speed set to high (W)	

Tenderer name: .....		
	Question	Brief response or reference
A4.5.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications (Part II, §8.1) ?	YES/NO (Mandatory)
<b>Identification</b>		
A4.5.2	Manufacturer of the server	
A4.5.3	Name, Model and Part Number of the server	
A4.5.4	Are all the components for the proposed configurations of the server available at the final date of the deposit of the offer?	YES/NO (Mandatory)
A4.5.5	Indicate any product highlights you consider as competitive advantages	
<b>OS support</b>		
A4.5.6	For which OS is the server currently certified or in certification process? Please enclose a copy of the certification(s) or, in the second case, enclose documentation, which supports your claim and indicates the expected certification(s) date.	
A4.5.7	Is Windows Server 2003 supported? Indicate if the system is in the compatibility list	YES/NO
A4.5.8	Is Windows Server 2000 supported? Indicate if the system is in the compatibility list	YES/NO
A4.5.9	Is Linux supported?	
A4.5.10	Please explain in detail how support for Linux is achieved and to which extend it is provided?	
<b>Processor</b>		
A4.5.11	Name/model of the processor	
A4.5.12	Clock frequency	
A4.5.13	Indicate the L2 cache bus frequency	
A4.5.14	What is the size of the on-chip L2 cache memory?	>=2MB
A4.5.15	Are at least two (2) CPUs supported?	YES/NO (Mandatory)
A4.5.16	How many maximum CPUs are supported	
A4.5.17	Is the performance of the proposed processor equivalent or better than the Intel Xeon or running at 3 GHz with 512KB cache memory?	YES/NO (Mandatory)
A4.5.18	Is the processor equipped with 64-bit memory extensions?	YES/NO
<b>Architecture</b>		
A4.5.19	Total number of PCI slots	
A4.5.20	Total number of PCI slots free	
A4.5.21	Total number of PCI-X slots	
A4.5.22	Total number of PCI-X slots free	
A4.5.23	Is the motherboard capable to accept dual core CPU's?	YES/NO
A4.5.24	Name/type of the SCSI peripherals controller (Note: this is not the RAID controller)	
A4.5.25	Total number of devices that can be connected to the SCSI peripherals controller	
A4.5.26	Is the size of the server 2?	YES/NO (Mandatory)
<b>Memory</b>		
A4.5.27	Indicate the RAM type	
A4.5.28	Indicate the RAM speed	
A4.5.29	Indicate the maximum RAM supported by the server	
A4.5.30	Is the maximum amount of RAM at least 8 GB	YES/NO (Mandatory)
A4.5.31	Is the amount of RAM offered at least 3 GB	YES/NO (Mandatory)
A4.5.32	Indicate the maximum number of RAM slots and the way to extend it	
<b>Hard Disk Controllers/Storage System Interfaces</b>		
A4.5.33	Indicate the name/model of the dedicated RAID controller	
A4.5.34	Indicate the number and type of the SCSI channels supported by the RAID controller and the number of hard disks supported by each SCSI channel	
A4.5.35	Are the RAID 0 and 1 schemes supported by the server?	YES/NO (Mandatory)
A4.5.36	Is the RAID controller equipped with a battery for saving cache RAM?	YES/NO
<b>Hard Disks</b>		
A4.5.37	Are at least two (2) hot swap disks supported?	YES/NO (Mandatory)
A4.5.38	Total internal hot-plug disk bays ( <b>at least 4</b> )	
A4.5.39	Is the logical hard disk capacity (installed disks) under the RAID 1 scheme at least 36GB?	YES/NO (Mandatory)
A4.5.40	Is the logical hard disk capacity (installed disks) at least 36GB?	YES/NO (Mandatory)
A4.5.41	Indicate the MTBF for each hard disk	YES/NO
A4.5.42	Can the server be configured to boot from the storage area network virtual drive (operation with no disk)	YES/NO
<b>Network</b>		
A4.5.43	Is the server equipped with two 10/100/1000 Mbit/s autosensing Ethernet card?	YES/NO (Mandatory)
A4.5.44	Is each of the network cards equipped with a UTP connector (RJ45)?	YES/NO (Mandatory)
A4.5.45	Indicate the Name/model of the network cards	
A4.5.46	Have you enclosed a description of all Network interfaces available for the server/system?	YES/NO
<b>Interfaces</b>		
A4.5.47	Is the server equipped with at least 1 serial port?	YES/NO (Mandatory)
A4.5.48	Is the server equipped with a mouse port?	YES/NO (Mandatory)
A4.5.49	Is the server equipped with a keyboard port?	YES/NO (Mandatory)
A4.5.50	Is the server equipped with at least 2 USB port?	YES/NO
A4.5.51	Is one of the USB ports located in the front?	YES/NO (Mandatory)
<b>Other Equipment</b>		
A4.5.52	Is the server equipped with a 3 1/2 1.44MB floppy disk drive?	YES/NO
A4.5.53	Is the server equipped with a DVD/CD-ROM drive?	YES/NO (Mandatory)
A4.5.54	Have you enclosed the description of other mass storage devices the server can support?	YES/NO
A4.5.55	Is the server equipped with any specific hardware or software for local or remote diagnostic of the server (voltage monitoring, fan monitoring, chassis intrusion monitoring, remote boot, etc.). If yes, enclose its description.	YES/NO (Mandatory)
<b>High Availability Features</b>		
A4.5.56	Do you offer a network card with internal IP failover capabilities?	YES/NO
A4.5.57	Is the hot-swap option supported for the cooling fans?	YES/NO
A4.5.58	Do you offer a cluster solution for the server and did you enclose a detailed description?	YES/NO (Mandatory)
A4.5.59	Please detail all other redundancy features you can offer for high availability?	

	<b>System Tools</b>	
A4.5.59	Does the offer include software for system monitoring and management? (enclose the details, including the support capabilities for third party solutions)	YES/NO (Mandatory)
A4.5.60	Does the offer include solutions for the remote support/maintenance of the server and did you enclose a description?	YES/NO
	<b>Evolution</b>	
A4.5.61	Have you enclosed a description of how the server can be upgraded to newer versions of the processor as and when they come on the market?	YES/NO (Mandatory)
A4.5.62	Have you enclosed a description of how the number of sockets on the server can be increased?	YES/NO
A4.5.63	Have you enclosed a brief description of your internal strategy for the support of a dual core system and concerning the technological evolution of the servers?	YES/NO
	<b>ISO / EN standards</b>	
A4.5.64	Does the server conform to the following standards: EN60950	YES/NO (mandatory)
	<b>Environmental Criteria and ergonomics</b>	
A4.5.65	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.5.66	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.5.67	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.5.68	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.5.69	Please indicate the operating temperature range of the equipment	
A4.5.70	Please provide the power consumption without power saving feature and socket speed set to high (W)	

Tenderer name: .....				
<b>Clustered Upgrades - Apply to A4.3, A4.4, A4.5</b>		<b>Brief response or reference</b>		
<b>Question</b>	<b>A4.3 Blade Server System</b>	<b>A4.4 Stand alone 1U</b>	<b>A4.5 Stand alone 2U</b>	
<b>Interfaces to the storage system</b>				
A4.6.1	Does the server support the Fibre Channel connection technology?	YES/NO (Mandatory)	YES/NO (Mandatory)	YES/NO (Mandatory)
A4.6.2	Have you enclosed a detailed description of the supported Fibre Channel standards, including topologies, hardware components and add-on devices.	YES/NO (Mandatory)	YES/NO (Mandatory)	YES/NO (Mandatory)
A4.6.3	Is the Fibre Channel interface you support FC-AL compliant?	YES/NO	YES/NO	YES/NO
A4.6.4	Is the Fibre Channel interface you support FC-SW compliant?	YES/NO	YES/NO	YES/NO
A4.6.5	Can the Fibre Channel interface connect with the FC switches available now in CEDEFOP (see Part II, §9)	YES/NO	YES/NO	YES/NO
A4.6.6	Can the server-system connect to the SAN currently available in CEDEFOP (see Part-II, §9)	YES/NO	YES/NO	YES/NO
A4.6.7	Is the server equipped with any other specific port? If yes enclose its description	YES/NO	YES/NO	YES/NO
A4.6.8	What other interfaces are available for the servers with regard to attachment to storage devices? Enclose a description			
<b>Clustering</b>				
A4.6.9	Is the server equipped with two 10/100/1000 Mbit/s autosensing Ethernet card?	YES/NO (Mandatory)	YES/NO (Mandatory)	YES/NO (Mandatory)
A4.6.10	Indicate the Name/model of the network cards			
A4.6.11	Do you offer a cluster solution for the server and did you enclose a detailed description?	YES/NO (Mandatory)	YES/NO (Mandatory)	YES/NO (Mandatory)
A4.6.12	Have you included in your offer all special cabling needed for cluster connection to the offered SAN (e.g. ethernet cross cable for server "Heartbeat" etc.)	YES/NO (Mandatory)	YES/NO (Mandatory)	YES/NO (Mandatory)
A4.6.13	Does the offer include any software related to clustering? Please describe	YES/NO	YES/NO	YES/NO

Tenderer name: .....		
	Question	Brief response or reference
A4.7.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications ?	YES/NO (Mandatory)
<b>Storage Systems Hardware</b>		
A4.7.2	Name, Model and Part Number of the storage system?	
A4.7.3	What is the technology of the storage system?	
A4.7.4	Have you enclosed the technical specifications of the storage system?	YES/NO (Mandatory)
A4.7.5	How many connections can be supported by the Storage System (at least 8)?	YES/NO (Mandatory)
A4.7.6	Type and number of ports of the offered Fibre channel switches	
A4.7.7	Speed of offered Fibre Channel switches	
A4.7.8	Can multi-vendor Operating System be supported (Windows, AIX, Linux)? Refer and describe the connectivity	YES/NO
A4.7.9	What is the space occupied in the Rack by the main Storage system and expansion parts	
A4.7.10	Can storage bays accommodate logical storage capacity of minimum 14 TB based on FC disks?	YES/NO (Mandatory)
A4.7.11	Please indicate in detail all RAID levels or other data security approach supported.	
A4.7.12	Does the system incorporate redundant power supplies, batteries and cooling fans or solves related availability issues with another approach?	YES/NO (Mandatory)
A4.7.13	Please detail all the redundancy features the proposed configuration offers for high availability.	
A4.7.14	What is the type of the proposed Fiber Channel disks ?	
A4.7.15	What is the size of the proposed disks ?	
A4.7.16	Can the system at full capacity accommodate at least 50 FC Hard disks?	YES/NO (Mandatory)
A4.7.17	Does the proposed configuration has a minimum logical storage capacity of 2 TB in FC Hard disks?	YES/NO (Mandatory)
A4.7.18	How many disks are there in the proposed solution-configuration?	
A4.7.19	What is the RPM of the proposed disks ?	
A4.7.20	Describe the procedure, RAID and load balancing configuration and best practice (recommended) approach on how to divide the above storage space in initially 12 logical drives (three with capacity of 2 GB , 6 with capacity >= 300GB, 4 with capacity of 36GB) and allocate them as partitions to three MS 2-server clusters.	
A4.7.21	Describe the procedure, hardware needed and best practice of extending one of the above 300GB storage space by 100 GB adding appropriate disk storage	
A4.7.22	Describe the procedure, hardware needed and best practice of adding and allocating one more logical drive with capacity of 300GB after adding appropriate disks	
A4.7.23	Can the configuration be expanded with bays holding SATA disks? Please describe	YES/NO
A4.7.24	Indicate the maximum physical hard disk capacity to which the proposed solution can be extended without adding expansion cabinets	
A4.7.25	Indicate the maximum physical hard disk capacity to which the proposed solution can be extended without replacing existing disks and adding expansion cabinets	
A4.7.26	Indicate the maximum capacity using only FC disks	
A4.7.27	Indicate the maximum capacity using any type of disks compatible (e.g. FC , SATA etc.)	
A4.7.28	Indicate all included storage networking protocols with which the storage can communicate as offered	
A4.7.29	Indicate all available storage networking protocols with which the storage can communicate	
A4.7.30	Can the storage device be connected to the available FC switches (Compaq Storage Works EL and EL2)	YES/NO
A4.7.31	Indicate any product highlights you consider as competitive advantages	



	<b>Storage System Management Software - Capabilities</b>	
A4.7.32	Indicate and describe <b>all included</b> storage management software with the proposed storage system configuration	Mandatory
A4.7.33	Indicate and describe shortly <b>all available</b> storage management software options and modules for the proposed storage system	Mandatory
A4.7.34	Analyse the storage virtualisation technology offered with the proposed storage configuration	Mandatory
A4.7.35	Describe all available options with regard to storage virtualisation for the proposed storage system	
A4.7.36	How long has the offered virtualization product been on the market	
A4.7.37	Indicate possible compatibility or interoperability of the storage virtualisation solution with currently available SAN storage equipment	
A4.7.38	Indicate possible compatibility of storage virtualisation solution with third party hardware	
A4.7.39	Indicate any product highlights you consider as competitive advantages	
A4.7.40	Describe features and functionality that users of these technologies encounter in day to day operations to solve typical problems related to storage provisioning, e.g. create RAID groups, volume, LUNs, extend size of a partition, clone LUNs, restore Snapshots	
A4.7.41	Describe ability of easy logical drive allocation on Windows NT, 2000 and 2003 operating systems	Mandatory
A4.7.42	Describe ability of easy logical drive expansion on Windows NT, 2000 and 2003 operating systems,	Mandatory
A4.7.43	Describe ability to on-the-fly physical drive expansion with the addition of extra hard disks	Mandatory
A4.7.44	Describe ability to on-the-fly physical drive expansion with the addition of extra drive bays.	Mandatory
A4.7.45	Describe ability to take "snapshots" of the stored data to the same SAN for backup purposes	Mandatory
A4.7.46	Describe modules procedure and functionality for taking snapshots of Exchange and SQL server databases.	Mandatory
A4.7.47	Describe ability to take "snapshots" of the stored data to another location (remote SAN or disk) for disaster recovery purposes	YES/NO
A4.7.48	Can the system be configured so that snapshots can be stored in the existing SAN of CEDEFOP (MA8000 connected with Compaq EL and EL2 FC switches)	YES/NO
A4.7.49	Ability to allocate logical space to other operating Systems such as AIX and Linux in the same storage facility	YES/NO (Mandatory)
A4.7.50	Ability to serve cluster systems and stand alone servers at the same time	YES/NO (Mandatory)
A4.7.51	Ability to allow connected servers to boot from storage	YES/NO
	<b>ISO / EN standards</b>	
A4.7.52	Does the equipment conform to the following standards: EN60950	YES/NO (mandatory)
	<b>Environmental Criteria and ergonomics</b>	
A4.7.53	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.7.54	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.7.55	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.7.56	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.7.57	Please indicate the operating temperature range of the equipment	
A4.7.58	Please provide the power consumption without power saving feature and socket speed set to high (W)	

Tenderer name: .....		
	Question	Brief response or reference
A4.8.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications ?	YES/NO (Mandatory)
	<b>Medium capacity Backup library device. 20 or more LTO-3 tape slots. Up to 2 or more drives , 2 drives installed</b>	
A4.8.2	Name, Model and Part Number of the back-up device?	
A4.8.3	What is the technology of the back-up device?	
A4.8.4	Have you enclosed the technical specifications of the back-up device?	YES/NO (Mandatory)
A4.8.5	Is it <b>attachable</b> to the Storage Area Network?	YES/NO (Mandatory)
A4.8.6	Does the offer include all the required components in order to connect the solution to the SAN	YES/NO (Mandatory)
A4.8.7	Describe the connection to the Storage Area Network	Mandatory
A4.8.8	What is the maximum <b>non-compressed</b> capacity of the back-up device?	
A4.8.9	What is the maximum compressed capacity of the back-up device?	
A4.8.10	What is the maximum transfer ratio of the backup device (MB/s)	
A4.8.11	Indicate the number of slots in the external backup solution ?	
A4.8.12	Indicate the number of tape drives installed in your external backup solution ?	
A4.8.13	Indicate the number of tape drives which can be added to your external backup solution ?	
A4.8.14	Which tape formats are supported ?	
A4.8.15	What is the transfer rate of the external backup solution ?	
A4.8.16	Is the back-up system supported from the Computer Associates Brightstare Backup v.11.1 (previously named ArcServe) back-up software?	YES/NO (Mandatory)
A4.8.17	Please indicate the operating temperature and humidity range of the equipment	
	<b>ISO / EN standards</b>	
A4.8.18	Does the server conform to the following standards: EN60950	YES/NO (Mandatory)
	<b>Environmental Criteria and ergonomics</b>	
A4.8.19	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.8.20	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.8.21	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.8.22	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.8.23	Please indicate the operating temperature range of the equipment	
A4.8.24	Please provide the power consumption without power saving feature and socket speed set to high (W)	
	<b>Higher capacity Backup library device. Up to 60 or more LTO-3 tape slots. Up to 6 drives, 2 drives installed</b>	
A4.8.25	Name, Model and Part Number of the back-up device?	
A4.8.26	What is the technology of the back-up device?	
A4.8.27	Have you enclosed the technical specifications of the back-up device?	YES/NO (Mandatory)
A4.8.28	Is it <b>attachable</b> to the Storage Area Network?	YES/NO (Mandatory)
A4.8.29	Does the offer include all the required components in order to connect the solution to the SAN	YES/NO (Mandatory)
A4.8.30	Describe the connection to the Storage Area Network	Mandatory
A4.8.31	What is the maximum <b>non-compressed</b> capacity of the back-up device?	
A4.8.32	What is the maximum compressed capacity of the back-up device?	
A4.8.33	What is the maximum transfer ratio of the backup device (MB/s)	
A4.8.34	Indicate the number of slots in the external backup solution ?	
A4.8.35	Indicate the number of tape drives installed in your external backup solution ?	
A4.8.36	Indicate the number of tape drives which can be added to your external backup solution ?	
A4.8.37	Which tape formats are supported ?	
A4.8.38	What is the transfer rate of the external backup solution ?	
A4.8.39	Is the back-up system supported from the Computer Associates Brightstare Backup v.11.1 (previously named ArcServe) back-up software?	YES/NO (Mandatory)
A4.8.40	Please indicate the operating temperature and humidity range of the equipment	
A4.8.41	<b>ISO / EN standards</b>	
A4.8.42	Does the equipment conform to the following standards: EN60950	YES/NO (Mandatory)
A4.8.43	<b>Environmental Criteria and ergonomics</b>	
A4.8.44	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.8.45	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.8.46	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.8.47	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.8.48	Please indicate the operating temperature range of the equipment	
A4.8.49	Please provide the power consumption without power saving feature and socket speed set to high (W)	

Tenderer name: .....		
	Question	Brief response or reference
	<b>Network Attached Storage (SATA Based)</b>	
A4.9.1	Do you confirm that the proposed configuration fulfills the minimum requirements outlined in the tendering specifications ?	YES/NO (Mandatory)
A4.9.2	Name, Model and Part Number of the SATA disks based storage system?	
A4.9.3	Describe the technology of the storage system in brief?	
A4.9.4	Have you enclosed the technical specifications of the storage system?	YES/NO (Mandatory)
A4.9.5	How many connections can be supported by the Storage System?	YES/NO (Mandatory)
A4.9.6	Can multi-vendor Operating System be supported (Windows, AIX, Linux)? Refer and describe the connectivity	YES/NO
A4.9.7	Which is the maximum capacity of the rackmounted enclosure hold in terms of SATA disks?	YES/NO (Mandatory)
A4.9.8	Can storage bays accommodate logical storage capacity of minimum 3 TB?	YES/NO (Mandatory)
A4.9.9	Maximum number of raid array's that can be implemented in the NAS.	YES/NO
A4.9.10	Please indicate the operating temperature and humidity range of the equipment	
	<b>ISO / EN standards</b>	
A4.9.11	Does the server equipment to the following standards: EN60950	YES/NO (mandatory)
	<b>Environmental Criteria and ergonomics</b>	
A4.9.12	Which, if any, parts of the server are manufactured under an EMAS with ISO 14000 certification?	
A4.9.13	Is the proposed model respecting a recycling program ? If yes provide details	YES/NO
A4.9.14	Does the proposed equipment follow the RoHS EU Directive 2002/95/EC concerning the Restriction in use of Hazardous Substances?	YES/NO
A4.9.15	What is the maximum noise level when fully operational excluding audio at 50cm from the equipment?	
A4.9.16	Please indicate the operating temperature range of the equipment	
A4.9.17	Please provide the power consumption without power saving feature and socket speed set to high (W)	

Tenderer name: .....		
Question		Brief response or reference
<b>Hardware installation services - documentation</b>		
A4.10.1	Have you enclosed <b>seperately for every system proposed under this call</b> for tenders a detailed H/W implementation PLAN (with timetable and estimated manhours) <b>including at least installation and configuration, central management implementation</b> and extending possibly to integration with the available or proposed infrastructure, migration of typical services from available equipment to the proposed equipment, testing, move to production, system acceptance , signoff.	YES/NO
A4.10.2	Have you outlined the generic contents of the descriptive documentation of the systems you will provide in case you will be the winning tenderer.	YES/NO
A4.10.3	Do you agree that in case you are the succesfull tenderer, you will provide to CEDEFOP full and detailed documentation of every system you deliver.	YES/NO (Mandatory)
<b>Delivery Times</b>		
A4.10.4	Have you included a table of binding delivery times for each of the offered products (hardware, Software, Services). Are you aware of PART I §5.3 on Penalties	YES/NO (Mandatory)
<b>Warranties - Maintenance and Support</b>		
A4.10.5	Have you included a letter from the manufacturer supporting your proposal of warranties?	YES/NO (Mandatory)
A4.10.6	Have enclosed a complete <b>proposal for the maintenance and support structure and plan (included in the warranty period), for the hardware and software products</b> under this call for tender taking into account the required minimum service level mentioned in Part §8.1.13?	mandatory
A4.10.7	Does the proposed warranty maintenance scheme fulfil the standards of the manufacturer?	YES/NO
A4.10.8	Explain in detail how you will provide maintenance for the products acquired under the contract according to the manufacturer's standards. Indicate in detail which responsibilities will be taken by the various parties involved	
A4.10.9	Describe how and under what circumstances you will escalate support and maintenance requests to the manufacturer of the equipment	
A4.10.10	Have you Indicated clearly the overall warranty period offered for <b>all products</b> included in the offer that must equal or exceed the requested minimum ?	YES/NO (Mandatory)
A4.10.11	Can you offer if requested the above described maintenance plan included in the warranty for at least a total period of 5 years	YES/NO (Mandatory)
A4.10.12	Will the proposed equipment (all parts) be covered for the next 6 years by the manufacturer (parts)?	YES/NO (Mandatory)
A4.10.13	Indicate where, during the performance of the contract, the <b>different support staff</b> will be located	Mandatory
A4.10.14	Will there be a single point of contact allocated to CEDEFOP when reporting technical problems, to handle all intracompany or company - manufacturer procedures so that CEDEFOP staff never needs to contact several different company departments or staff during a support incidence? If the answer is YES, provide a description	YES/NO

<b>Additional Professional Services - Training</b>		
A4.10.15	Describe the Procedures and methods you will put into place to provide the Professional services with rapidity and flexibility, whilst guaranteeing a constant high level of quality	
A4.10.16	Describe how you will ensure in the future that you will have at all times access to a sufficient number of competent staff to fulfil the contract	
A4.10.17	Will you be able to provide data migration services? If the answer is YES, provide a description	YES/NO
A4.10.18	Describe the measures that you will take to ensure that staff will remain motivated: team building, stability of contracts, continuous training, career planning etc.	
A4.10.19	Describe how you will ensure that all project/service knowledge is documented/organised/shared so that it is accessible at all times.	
A4.10.20	Please give a brief description of the way you will supply on site and off-site training to Cedefop staff for the proposed hardware and software	Mandatory
A4.10.21	Is the proposed training originating from the manufacturer of the equipment?	YES/NO
<b>Quality of logistics and suitability for long term partnership</b>		
A4.10.22	Describe the ordering and delivery procedure that you propose to put in place	
A4.10.23	Will you implement an inventory system for all items purchased over the whole lifetime of the contract covering product identification, specific contract, maintenance status and pricing information? If yes describe how CEDEFOP staff will have access to the inventory database	YES/NO
A4.10.24	Describe how you will ensure in the future that you will have at all times access to a sufficient number of competent staff to fulfil the contract	
A4.10.25	Describe the support (management support, Technical support, logistics support, access to expertise etc.) you will provide to staff for the execution of the contract resulting from this call for tenders	
A4.10.26	Include a detailed description of the partnership agreement if any which you have with each of the manufacturers of server and storage equipment and vendors of server and storage related software offered. Please explain the added value of these agreements in the context of your offer. Include any relevant documentation (statements from the manufacturers, certificates, agreements etc.)	
<b>Pricing Policy</b>		
A4.10.27	Did you quote all prices for the complete list of supplies and services your company can provide (product list A - pricelist - Questionnaire 5A)?	YES/NO (Mandatory)
A4.10.28	Did you quote all prices for the complete list and quantities of supplies and services your company can provide and you have proposed in your technical implementation proposal for the estimated reference project scenario (product list B - cost form - Questionnaire 5B)?	YES/NO (Mandatory)
A4.10.29	Do you commit to provide at least once a year a review of the proposed pricing for the products and services object of this call for tenders and resulting framework contract in order to evaluate its adequacy in terms of prices as compared to the market. See Part I, §3.5	YES/NO (Mandatory)
A4.10.30	Did you provide all prices for the complete list of components that are extending functionality of the products and configurations of this call for tenders	YES/NO

Tenderer name: .....		
	Question	Brief response or reference
	<b>Quality of implementation and solution proposals on the estimated reference project scenario</b>	
B4.1	Have you enclosed a Technical implementation proposal, where you describe your solution and implementation methodology for the <b>estimated reference project scenarios</b> following the description and guidelines in Part II, §8.2. You can use references in other parts of your offer where appropriate	Mandatory
	<b>Quality of Implementation and project management approach</b>	
B4.2	Have you described the project management framework proposed for the execution of the estimated reference project scenario ?	YES/NO
B4.3	Have you provided an indicative project plan and statement of work (works description) for the delivery, installation and assembly of the products and services in product list B	YES/NO
B4.4	Have you described the test methodology and the tools used to guarantee the quality of the installation of the estimated reference project	YES/NO
	<b>Quality of the solution proposed</b>	
B4.5	Have you indicated the strengths of the solution given with regard to CEDEFOP's objectives	YES/NO
B4.6	Have you provided a complete part list (named Product list B) including all the items (hardware and software, proposed maintenance plan and additional professional services) and quantities required for the system described in your implementation proposal to be functional and meet the goals described in Part II, §8.2 and Part I, §2.2, §4.4.1	Mandatory
B4.7	Have you priced the above list in your financial offer (reference project cost form) and calculated a bundled cost	Mandatory
B4.8	For any items of product list B that are not included in Product list A please answer the questions below:	
B4.8.1	Please indicate the delivery period for all the products (starting from the date of placement of the order). Provide a table with the delivery period for each equipment	YES/NO (Mandatory)
B4.8.2	Have you made sure that you have distinguished and is it clear throughout your offer what constitutes the offered equipment (which will participate in the evaluation) and what constitutes an optional part	YES/NO

# QUESTIONNAIRE 5: FINANCIAL OFFER

## 1. GUIDELINES FOR FILLING-IN YOUR FINANCIAL OFFER (MANDATORY)

### 1.1. Drawing up your financial offer

Please use the tables available in this Questionnaire or similar containing at least the same fields to fill-in your offer.

1.1.1. Questionnaire 5A is a template of a price list to use for items of the Product List A offered when responding to the minimum Technical Specifications of specific products (§8.1 and Questionnaire 4A)

1.1.2. Questionnaire 5B includes

1.1.2.1. (5B.1) a template of a cost form to calculate a cost of items used in the proposed implementation of the estimated reference project (§8.2 and questionnaire 4B) and

1.1.2.2. (5B.2) a template of a pricelist in order to price products of product list B (proposed in the implementation proposal but not included earlier in Product list A).

1.1.3. When filling Questionnaire 5B include all products in the cost form in order to calculate the bundled implementation cost and those different from the products in product list A also include them in Product and pricelist B

1.1.4. **Products of Questionnaire 5B (cost form) that are also included in the pricelist in Questionnaire 5A (pricelist A) must have the same price in both tables.**

1.1.5. Products of 5B not included in 5A should be analytically priced in B5.2 the same way as done with products in 5A.1. Instructions below refer to products in both lists.

1.1.6. You should indicate the exact structure and composition of the configurations that you propose. Individual prices should be given for each configuration component where appropriate.

1.1.7. Your offer should be as scalable as possible. Separate referral and pricing is mandatory for separate hardware or software modules that are needed to fulfil at least the minimum requirements. If in any case the offered specifications or functionality is reached by combining different hardware and/or software modules, extensions etc. the separate items used should be clearly stated in the technical offer and should be priced accordingly in the financial offer.

1.1.8. The tenderer is required to include in his financial offer a pricelist of all optional parts, hardware modules (e.g. memory expansion, processor upgrades), software modules etc. which are available and extend the

functionality of the offered products and software beyond the proposed configuration.

- 1.1.9. Prices given for options and upgrades (e.g. hard disk, CPU) for server and storage configurations are also binding when acquiring the offered product without ordering the particular option that may be included in the proposed configuration. For example if the price given for a 36GB hard disk is 150 EURO and the price of the offered 1U server with two 36GB hard disks is 3000 EURO then the price of the server without the hard disks must be 2700 EURO.
- 1.1.10. As the precise licensing scheme of software vendors used by tenderers cannot be known at this stage, a tentative, evolutionary scenario will be used to evaluate your Financial Offer as regard to software.
- 1.1.11. You should analyse the software licensing scheme and resulting costs.
- 1.1.12. You should include in the price the maintenance and support services for hardware and software products for the three (3) year minimum warranty period. *NOTICE: The minimum maintenance and support specified for software includes only upgrade and maintenance works and not the licensing price of the software upgrades. So please provide in your financial offer the analytical licensing and pricing scheme in order to allow the calculation of the life cycle cost of software.*
- 1.1.13. You should express the extension of maintenance and support for an additional year beyond the free 3-year Warranty period as a percentage of the total purchase cost or as a fixed yearly cost for every product quoted. **IMPORTANT NOTE:** In the context of the financial offer **maintenance and support plan A** is that proposed in respond to technical specifications given in §8.1 and **maintenance and support plan B** is that proposed in the context of the technical implementation proposal of the reference project as described in §8.2. In case those two plans are different please fill in both prices (percentages or fixed costs) in 5B.2
- 1.1.14. Additional professional Services costs should be expressed per man-day for on site visits and per man-hour for remote support and visits on extended hours.
- 1.1.15. Prices must be net expressed in Euro

## **1.2. 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).



	Tenderer name: .....			
	<b>Questionnaire 5A - Financial Offer A</b>			
	<b>Product List A : products offered in respond to the minimum technical specifications given in Part II, §8.1 for specific products. Please analyse list as needed</b>			
	<b>Description</b>	<b>Unit Price</b>	<b>Price for yearly standard maintenance and support services after three years warranty period or percentage (%). The price is zero for the first three years of warranty</b>	<b>Comments</b>
	<b>Rack cabinets</b>			
5A.1	Price for Rack with accessories as described in Technical Specifications			
5A.2	Keyboard, Video & Monitor switch with cables and accessories			
5A.3	Monitor TFT with mechanism			
	Please indicate also prices for all other Rack options available			
	<b>Stand Alone server 1U (analysis of offered configuration and options)</b>			
5A.4	Server - 36GB mirrored logical disk space			
5A.5	FC Host Adapter to connect to SAN			
	Other clustered upgrade options for server (ancillary equipment to realise a cluster)			
	Please indicate also prices for other upgrade options available			
	<b>Stand Alone server 2U (analysis of offered configuration and options)</b>			
5A.6	Server - 36Gb mirrored logical disk space			
5A.7	FC Host Adapter to connect to SAN			
	Other clustered upgrade options for server (ancillary equipment to realise a cluster)			
	Please indicate also prices for other upgrade options available			
	<b>Blade Enclosure system (Analysis of offered configuraiton and options)</b>			
5A.8	Enclosure for Blade servers			
5A.9	Network Module for Enclosure			
5A.10	FC Adapter for Enclosure			
	Please indicate also prices for other upgrade options available			
	Please indicate also prices for clustered upgrade options (if available and mandatory to realise a cluster)			
	<b>Blade Host Server for the offered enclosure</b>			
5A.11	Server - minimum 36 GB data storage capability for OS			
5A.12	FC Host Adapter to connect to SAN (if needed)			
	Other clustered upgrade options for server (ancillary equipment to realise a cluster)			
	Please indicate also prices for other upgrade options available			

	<b>Storage Area Network (SAN) (Analysis of offered configuration and options)</b>			
5A.13	Fibre Channel Switch(es)			
5A.14	Offered SAN configuration (controllers with bays and installed FC disk storage as described in Technical Specifications)			
5A.15	Fibre Channel controllers - main unit for SAN			
5A.16	Additional Storage Bays Expansions			
5A.17	Additional Hard disks for SAN (various capacities starting from 36 GB etc.)			
5A.18	Cabling for Storage			
	Please indicate also prices for other upgrade options available			
	<b>Other Storage Equipment (NAS)</b>			
5A.19	SATA based NAS storage system (enclosure)			
	Please indicate also prices for other upgrade options available			
	<b>Backup device</b>			
5A.20	Backup Device 1 (up to two drives, 2 installed)			
5A.21	Backup Device 2 (up to six drives, 2 installed)			
5A.22	Tapes for Backup device			
	Price for all the Backup device options available			
	<b>Extra Hardware - Options basket</b>			
5A.23	3rd Network card (Gigabit) for each of the servers			
5A.24	Extra cooling fans for server or racks			
5A.25	Extra cooling fans for FC Switches			
5A.26	Hot swap Power Supply for servers (if applicable)			
5A.27	Hot swap Power Supply for FC Switches (if applicable)			
5A.28	CPU upgrade for blade servers (all available)			
5A.29	CPU upgrade for stand-alone 1U and 2U servers (all available)			
5A.30	Memory upgrades for blade servers (all available)			
5A.31	Memory upgrades for stand-alone 1U and 2U servers (all available)			
5A.32	Hard disks for data storage all possible capacities (at least 36GB, 72 GB etc).			
5A.33	Hard disks for stand-alone servers all possible capacities (at least 36GB, 72 GB etc).			
5A.34	Hard disk for blade servers all possible capacities			
5A.35	Tape media compatible with Backup library (please include all types)			
5A.36	Tape media for <b>current</b> Backup libraries (SDLT 320GB tapes)			
5A.37	SATA hard disk for NAS storage - all available capacities			
	other hardware options			

	<b>Software</b>			
**	<i>Please explain the exact licensing and pricing scheme/policy of each software module or package, e.g. per user, per cpu, license fees or maintenance cost, etc.</i>			
5A.38	SAN management software.			
5A.39	Server/cluster management software			
5A.40	Prices of any other software that is needed to fulfill the technical requirements mentioned in part II (Technical Specifications) and is not offered in bundle with the equipment			
5A.41	Please price any other additional module available for the offered equipment other (analyse)			
	<b>Other Services</b>			
5A.42	Prices for training on the proposed equipment and software on site and off-site (analyse)			N/A
				N/A

**Questionnaire 5A - Financial Offer A**

**Software and Services offered in respond to the minimum technical specifications given in Part II for specific products. Please analyse list as needed**

<b>Service Profile (price category)</b>	<b>During Normal Working Hours (€per person-day)</b>	<b>Outside Normal Working Hours (€per hour)</b>	<b>Remote Support during Normal Working hours</b>	<b>Remote Support outside Normal Working hours</b>
<b>Project manager – Senior Integration Engineer – Consultant</b>				
<b>Senior hardware (server and storage) Specialist</b>				
<b>Senior software (server and/or storage) specialist</b>				
<b>Junior hardware technician.</b>			n/a	n/a

## Questionnaire 5B - Financial Offer B

**Estimated Reference Project - Product List B cost form**

Indicative layout for price list - Please provide a similar price list

Description	Product code	Number of units	Per unit	yearly maintenance scheme proposed in the implementation prposal of the reference project (support plan B) (additional year after 3years)
			Price	
<b>Calculation of cost</b>		<b>a</b>	<b>b</b>	
<b>Reference Project Implementation - Product list B Cost form</b>				
<b>Proposed Server Product Configurations 1..n (e.g. servers, blade server system etc.) incl installation</b>				
<b>Hardware</b>				
xxxxx	xxx	1		
yyyyy	yyy	2		
zzzzz	zzz	3		
tttttt	ttt	1		
<b>Software</b>				
xxxxx	xxxx	1		
etc				
<b>installation services (if not included in price of the product)</b>				
<b>Proposed Storage Product Configuration 2 (e.g SAN system)</b>				
<b>Hardware</b>				
xxxxx	xxx	1		
yyyyy	yyy	2		
zzzzz	zzz	3		
tttttt	ttt	1		
<b>Software</b>				
xxxxx -module 1	xxxx	1		
etc				
<b>Installation services (if not included in price of the product)</b>				
<b>Additional equipment (e.g. Racks, KVM, cabling etc.)</b>				
<b>etc</b>				

<b>Backup solution</b>				
<b>Proposed product configuration 1..n(e.g. Tape Library configuration, disk based backup device etc)</b>				
<b>Hardware</b>				
yyyyy	yyy		5	
yyyyy	yyy		5	
zzzzz	zzz		5	
<b>Software</b>				
fff	fff		6	
<b>Additional services proposed as needed to complete the project</b>				
<b>Professional Services</b>		mandays (7,5 hours)	cost of manday	N/A
Project management - Integration engineering etc			1	N/A
Senior Hardware Specialist			2	N/A
etc				

Total price for acquisition of equipment

Total cost of maintenance (additional year)

**Total bundled cost of estimated Reference Project, including 4 years maintenance**

Tenderer name: .....					
<b>Questionnaire B5.2 - Financial Offer B</b>					
<b>Product List B : products offered in the context of the technical implementation proposal as described in Part II, §8.2. PLEASE INCLUDE IN THIS LIST ONLY PRODUCTS PROPOSED IN THE IMPLEMENTATION PROPOSAL THAT ARE NOT INCLUDED IN PRODUCT LIST A (A5.1)</b>					
			<b>Price for yearly maintenance and support services plan A after three years warranty period or percentage (%). The price is zero for the first three years of warranty</b>	<b>Price for yearly maintenance and support services plan B after three years warranty period or percentage (%). The price is zero for the first three years of warranty</b>	
	<b>Description</b>	<b>Unit Price</b>			<b>Comments</b>
	Analyse prices of any product you have included in product list B and is not in product list A				
5B.2.1					
5B.2.2					
5B.2.3					
5B.2.4					
5B.2.5					
5B.2.6					
	<b>Extra Hardware - Upgrades and Options basket for products above</b>				
5B.2.x					
5B.2.x					
5B.2.x					
5B.2.x					
5B.2.x					
	<b>Software</b>				
**	<i>Please explain the exact licensing and pricing scheme/policy of each software module or package, e.g. per user, per cpu, license fees or maintenance cost, etc.</i>				
5B.2.x					
5B.2.x					
5B.2.x					
5B.2.x					
5B.2.x					
	<b>Optional software modules for software above</b>				
5B.2.x					

## 2. FORMS

### 2.1. 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 Hardware, Software and/or methodologies he used in the context of these projects. More CV experience pages must be added for more projects.



**2.2. CV Front Page**

CV n°										
Name:										
Date of birth:										
Type of contract:	<p>Check the appropriate:</p> <p>permanent</p> <p>non-permanent</p> <p>Comments:</p>									
Profile for which employee is entered:	<p>Check the appropriate</p> <ul style="list-style-type: none"> <li>- Management contact point (act as Liaison with the Center)</li> <li>- Technical staff (Check all that apply):             <ol style="list-style-type: none"> <li>1. used for Installations</li> <li>2. used for Maintenance and Support Services</li> <li>3. used for additional professional services (indicate service profile – price category – all that apply)                 <ol style="list-style-type: none"> <li>3.1. Project Manager – Integration engineer - Consultant</li> <li>3.2. Senior Hardware Specialist</li> <li>3.3. Senior Software Specialist</li> <li>3.4. Junior Hardware Specialist</li> </ol> </li> </ol> </li> </ul> <p>Area of specialisation :</p> <p>Servers – Centralised Storage – Both</p>									
Highest relevant educational qualification:										
Product or other Certifications:										
<p>Languages</p> <p>(indicate level of skill: 1= poor, 5=excellent)</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="text-align: center;">Written</td> <td style="text-align: center;">Spoken</td> </tr> <tr> <td>English</td> <td></td> <td></td> </tr> <tr> <td>other:</td> <td></td> <td></td> </tr> </table>		Written	Spoken	English			other:		
	Written	Spoken								
English										
other:										
Date started IT career:										
<b>Summary:</b> (use this area to briefly indicate the major facts which the Cedefop should know about this employee):										

### 2.3. CV Experience Page

CV n°	
CV experience page number for this CV	

<b>PROJECT EXPERIENCE</b>	
Project name	
Company:	
Dates	
<b>Project description</b> (including client and contact person):	
Employee's Roles & Responsibilities in the project	
Hardware, Software and/or Methodologies used by the employee in the project:	

**3. FINANCIAL IDENTIFICATION FORM**

For all language forms please consult the following link:

[http://europa.eu.int/comm/budget/execution/ftiers\\_en.htm](http://europa.eu.int/comm/budget/execution/ftiers_en.htm))

**4. 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](http://europa.eu.int/comm/budget/execution/legal_entities_en.htm)



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 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 Hardware and Software products, ancillary equipment, maintenance and additional 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-SERVERSTORAGE-004-06, for ..... .

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

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 :

- Purchase of Servers and Storage Hardware, ancillary equipment, related software as listed in Annex I
- Provision of maintenance, support and additional professional services, related to the Servers and Storage Hardware, ancillary equipment and software, as listed in Annex I.

**I.1.2** Upon implementation of the Contract, the Contractor shall supply the goods and provide the services related to them 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** For the purchase of Servers and Storage Hardware, ancillary equipment, and related software, this Contract is concluded for a period of two (2) years from the date of signature, renewable up to two (2) times, each time for an additional period of one (1) year (2+1+1)

For maintenance, support and additional professional services related to servers and storage hardware, ancillary equipment and related software, this Contract is concluded for a period of six (6) years from the date of signature, renewable up to three (3) times, each for an additional period of one (1) year (6+1+1+1)

Any renewal will be the subject of an amendment to this Contract. The 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.

## **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. The Contractor must commit itself to updating the prices for supplies at least every six months, and to providing models and their options and extensions at a price whose relationship to the prevailing market price for equivalent items remains constant. In updating its price list, prices may be reduced at any time, but never increased
- I.3.3** Prices shall be fixed and not subject to revision for Specific Contracts placed during the first year of performance of the Contract or Amendment. Only the following prices may be subject to revision on the basis of indexation:
1. annual *Software* licences;
  2. *Product* maintenance that is calculated at a fixed price;
  3. prices or fees relating to *Services*.

From the beginning of the second year of performance of the Contract or Amendment, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than 30<sup>th</sup> September in order that the new rates may take effect on 1<sup>st</sup> January of the following year. Specific Contracts shall be placed on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index [complete] published for the first time by [the Office for Official Publications of the European Communities in the Eurostat New Cronos Database <http://www.cc.cec/newcronos/> (Theme 2 - Economy and Finance; Price – Prices and Purchasing Power Parities; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index)].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left( \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month [in which the validity of the tender expires] [corresponding to the final date for submission of tenders];
- Ir = index for the month [corresponding to the date of receipt of the letter requesting a revision of prices] [in which the revised prices take effect]

#### **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. 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.

**I.4.2** Within 7 working days of a demand for conclusion of a Specific Contract being sent by Cedefop, the Contractor shall send in duplicate the *Specific Contract* duly signed

#### **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. Payment requests may not be made if payments for previous orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

##### **[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.

*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 form<sup>1</sup> set out in Annex II. [IBAN<sup>2</sup> code: [complete]

## **ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

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:

Cedefop:

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]

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<sup>1</sup> Original document certified by the bank.

<sup>2</sup> BIC code for countries with no IBAN code.

## **ARTICLE I.7 APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.7.1** The 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 PROTECTION**

**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 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,

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

signature[s]: \_\_\_\_\_

Done at [     ], [date]

For Cedefop,

[forename/surname/function]

signature[s]: \_\_\_\_\_

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
<b>TOTAL PRICE</b>		_____
<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*]<sup>3</sup>

[*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].*]

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**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].