

Thessaloniki, 29/09/2010
RS/PRO/DELE/2010/666

OPEN INVITATION TO TENDER
AO/RES/ICT/ITK/Livelihood-RedDot/015/10
‘Livelihood Services – RedDot Services’
REQUEST FOR CLARIFICATION (1) – QUESTIONS & ANSWERS

Question Nr. 1

*In the **Invitation Letter**, page 1, point 2, address provided for (b1) & (b2) cases include both street address and PO Box Data. We assume that there is a clerical mistake and only the street address data must be referred, thus the address should be as follows:*

*European Centre for the Development of Vocational Training (Cedefop)
Procurement Service
Attention of Mr. G. Paraskevaidis
123, Europe Str, GR-57001 Thessaloniki-Pylea,
Tel: +30 2310 490111 / 490064*

Could you please confirm?

Cedefop’s clarification to Question Nr. 1

We confirm that the PO Box Data should not be included in the address of Cedefop, given for (b1) and (b2) cases when sending/ submitting a tender by courier /hand delivery.

Question Nr. 2

*In the **Invitation Letter**, page 2, point 3, is stated that the **outer** envelope must be addressed, according to point 2, simply to Cedefop bearing additionally the name and address of the sender while the inner envelope must be addressed to Procurement Service. Though, in page 1, point 2 the post address of Cedefop includes the Procurement Service declaration.*

It is our understanding that envelopes’ labelling must be used as depicted below:

Outer Envelope Label	
Tender Name	
Tender post address	
	European Centre for the Development of Vocational Training (Cedefop) Procurement Service Attention of Mr. G. Paraskevaidis 123, Europe Str, GR-57001 Thessaloniki-Pylea, Tel: +30 2310 490111 / 490064

Inner Envelopes Label (self-adhesive)	
European Centre for the Development of Vocational Training (Cedefop) Procurement Service Attention of Mr. G. Paraskevaidis 123, Europe Str, GR-57001 Thessaloniki-Pylea, Tel: +30 2310 490111 / 490064	
<div style="border: 1px solid black; padding: 10px; text-align: center;">OPEN INVITATION TO TENDER AO/RES/ICT/ITK/Livelihood-RedDot/015/10 ‘Livelihood Services – RedDot Services’ Name of tenderer: _____ Lot No <i>correspondence lot number</i> NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE</div>	

Could you please confirm?

Cedefop's clarification to Question Nr. 2

Yes we confirm.

Question Nr. 3

*In **Tender Specifications**, page 9, section 1.3, is stated that in case of multi-lot submission, the **outer envelope** will be **common** containing as many inner envelopes as the number of lots tendered for. We assume, though, that if the Lots' volume does not allow their submission in one single package (for example registered postal services have limitations on the weight of a package) then Tenderers can submit each Lot separately i.e. different outer envelopes. Could you please confirm?*

Cedefop's clarification to Question Nr. 3

Yes we confirm.

Question Nr. 4

*In the **Invitation Letter**, page 2, point 4, it is referred that offers must be signed by an authorised representative. Could you please specify if the whole offer should be signed on each page separately or where necessary (only specific declarations, forms, annexes etc)?*

In case the whole offer should be signed on each page could you please specify whether a full name signature is required or just the initials of our legal representatives, and if electronic initials are allowed?

Cedefop's clarification to Question Nr. 4

The tenderer should submit the Cover letter, the required forms attached as Annexes and the Financial Offer signed; full name and signature are required. No signature is required on the other documents included in the tender.

- a) the Cover letter must be signed by official representative/s (name and position) who is/are legally authorised to sign the contract in case of contract award, as required in point 4 of the Invitation to tender.
- b) all other documents (the required forms attached as Annexes and the Financial Offer) could be signed by any authorised signatory/ies on behalf of the Tenderer (formally empowered to represent the tenderer so as to have the legal capacity to act on behalf of his/her/their company). This could also be the same person/s as per point a) above.

Question Nr. 5

*In **Tender Specifications**, page 11, section 2.1.1, .NET is mentioned to be among the technologies used to develop custom applications on Livelink. Though, .NET is not included to the developer's profile knowledge skills. Could you please confirm that programming using .NET environment isn't a required skill? Please elaborate.*

Cedefop's clarification to Question Nr. 5

We confirm that for lot 1, programming using .NET environment isn't a required skill for the developer profile.

Question Nr. 6

In Tender Specifications, page 12, section 2.1.4 as well as page 16, section 2.2.5, is mentioned that meetings expenses will be reimbursed on the basis on the contractor's financial offer. Though, at the financial offer template there are foreseen only fields for travel expenses and accommodation expenses. Shouldn't be included also fields about costs for meals and staff's subsistence allowance?

Cedefop's clarification to Question Nr. 6

Accommodation expenses as proposed by tenderers in the financial offer should include costs for meals and staff's subsistence allowance, as indicated in section 5.6.1, 8th paragraph: "Accommodation costs are all inclusive and include all daily expenses. "

Question Nr. 7

In Tender Specifications, page 20, section 2.3.2, bullet item 2, is referred that it is possible for Cedefop to operate during some Greek public holidays. Will the contractor's personnel assigned on-site tasks be bound to work on such cases? If so, shall there be overworking cost covered by Cedefop?

Cedefop's clarification to Question Nr. 7

If requested, the contractor's personnel assigned to on-site tasks will be bound to work if Cedefop is open, no matter whether it is a public holiday in his/her country. No overworking cost will be covered by Cedefop. Please note that, as announced in the text of the call for tenders, tasks will be completed mainly at the contractor's premises.

Question Nr. 8

In Tender Specifications, page 20, section 2.3.3, bullet item 12, is stated that in case of mission-critical service requests the resolution should not exceed 24 hours. Could you please provide the full list of the considered to be mission-critical service requests?

Cedefop's clarification to Question Nr. 8

We guess that you mean bullet item 1 and not bullet 12. It is impossible to provide a full list of mission critical services requests. Examples are failure of the web portal (lot 2) or failure of the document registration system (lot 1). We remind that this bullet applies only to problems and bugs that are attributable to the contractor.

Question Nr. 9

*In **Tender Specifications**, page 12, section 2.1.4 is estimated that 2 training sessions of 4 working days will take place throughout the 4 years for Lot 1. In page 16, section 2.2.6, is estimated that 5 training sessions of 4 working days will take place throughout the 4 years for Lot 2. These estimations are reflected to Financial Scenarios EXCEL files, where the accommodation cost is calculated.*

In page 21, section 2.3.4, bullet item 4, is mentioned that teaching days may also be organized in half-day sessions. It would result to the double calendar days for covering the “working days” that impact the accommodation cost. Could you please confirm that in such case the accommodation cost will be calculated accordingly?

Cedefop’s clarification to Question Nr. 9

We confirm that in such case the accommodation cost will be calculated accordingly, i.e. that accommodation cost will cover the number of days actually spent in Thessaloniki.

Question Nr. 10

*In **Tender Specifications**, page 22, section 2.3.4 is stated that the contractor must set up all the appropriate teaching material to the computers in the training room. Could you please confirm that the contractor will have remote access to Cedefop’s machines of the training room, in order to perform the setups and the basic required tests that will ensure the smooth running of the training?*

Cedefop’s clarification to Question Nr. 10

The contractor will have remote access to Cedefop’s servers but not to the specific PCs of the training room. The contractor can visit Cedefop and set up the computers before the scheduled training or the contractor could send instructions to Cedefop on how to set up the PCs, or the contractor could bring images of the software required to use in the training for the PCs of the training facility.

Question Nr. 11

*In **Tender Specifications**, page 22, section 2.3.5 bullet item 2, is stated that the tenderer shall identify a Project Manager to act as a single contact point for the administrative and operational communication in regards to the contract implementation.*

It is our understanding that this person is not the Project Manager required for the execution of tasks. Could you please confirm?

Cedefop’s clarification to Question Nr. 11

The single contact point for the administrative and operational communication can be the same person as the Project Manager required for the execution of tasks. It is the choice of the Contractor.

Question Nr. 12

Concerning the CVs we would like the following clarifications:

- *Do you prefer any specific CV template, or any template, including the Europass, can be used?*
- *Should the skills required for the profile fulfilled by a single CV or may be covered cumulatively by more CVs?*
- *Should CVs be anonymous and related personal data enclosed in a separate folder or the personal data should be embedded to the CVs?*
- *Is it accepted for the Tenderer to submit CVs of freelancers? If yes, a letter of intent stating their intention to participate in the project is sufficient? If no, what other documents are required?*
- *Is it possible the same CV to be used for more than one Lots?*

Cedefop's clarification to Question Nr. 12

- Cedefop is helping to design, develop and implement joint European approaches. For example, Cedefop is supporting work on tools such as Europass. We consider that the use of the Europass CV will give consistency to the presentation of all the CVs. This would help the evaluation committee in their work, however it is not a strict requirement stated in the tender documents.
- For each Lot, concerning the profiles "Analyst/Consultant" and "Developer" each CV might address different fields of required expertise as described in detail in each profile in the technical specifications. However, the proposed set of CVs should cover all fields.
- CVs should not be anonymous, since the staff proposed with certain skills, education and experience should be identifiable.
- Tendering Specifications, section 3.2, 4th paragraph: "An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with them. He must in that case prove to the contracting authority that he will have at his disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at his disposal. This obligation may be fulfilled by presenting statements from those entities or the consortium agreement."

In any case, the tenderer should refer to (Letter/s of Intent for Subcontractor/s - Annex H or Power of Attorney - Annex G of the tender documents) and points 3.1 and 3.2 of the Tendering Specifications related to exclusion and selection criteria, and to points 4, 4.1 and 4.2, related to the two possible forms of collaboration (sub-contracting or consortium/grouping). The case of freelancers should be treated as per the above.

- We remind tenderers that lots are evaluated separately. It is possible to use the same CV in both lots provided that in the case where one tenderer wins both Lots, the Contractor shall ensure the proper execution of tasks for both Lots with the persons whose CVs are included in their tenders.

Question Nr. 13

In Tendering Specifications, page 23, section 2.3.5, point 9 is required developer's replacement within 10 days if Cedefop is unsatisfied. Could you please elaborate on the process followed by Cedefop in such cases? Namely, will there be a prior formal notice? Will the developer and / or the contractor be notified in written about the reasons the performance/behavior is considered to be unsatisfactory?

Furthermore, it is our understanding that 10 days is the duration the contractor's personnel must be available. The time needed for Cedefop to examine the alternative CVs (that will be sent by the contractor within 5 days) isn't included. Could you please confirm?

Cedefop's clarification to Question Nr. 13

The person affected and the contractor will be notified with a written formal notice about the reasons the performance/behavior is considered as unsatisfactory.

The eventual replacement resulting from possible unsatisfactory conduct, behaviour, abilities and/or performance of contractor's staff, should take place within 10 calendar days. The time needed for Cedefop to examine the alternative CVs that should be proposed by the contractor within 5 days, is indeed not included. Cedefop will examine the alternative CVs as fast as possible. The contractor shall not be liable for any delay that might eventually be caused by Cedefop. The 10 days period for effective replacement will be increased by the number of days necessary to Cedefop for examining the newly proposed CVs.

Question Nr. 14

In Tendering Specifications, page 24, section 3.1, first paragraph, is stated the self declaration of Annex C is requested. It is our understanding that it is enough only the self-declaration to be included to the tender documentation and the correspondence proof documents to be available upon request and / or in case of contract award. Could you please confirm?

Cedefop's clarification to Question Nr. 14

In point 3.1 of the tender dossier it is indicated that "...In case of recommendation for contract award point 1) of Annex C will apply". Therefore your understanding is correct.

Question Nr. 15

As far as concerns the Award Criterion 1 of Lot 1, how detailed should the description of the technical solution be? Namely, should a primitive analysis, business modeling, Use case diagrams, prototypes e.t.c. be included?

Cedefop's clarification to Question Nr. 15

Business modeling, Use case diagrams, prototypes are not necessary. Cedefop expects however an outline of the technical solution proposed (how it will be implemented with Livelink), an outline of the project stages, the tasks involved, timing, effort allotted to the specific tasks, project team, the number of meetings necessary.

Question Nr. 16

In Annex II, page 1, section 2.2, is described that the Hierarchical Superior makes an initial assessment of the relevance of the request and sends it to the Head of Area for Approval. Could you please specify if such submission is needed even in case the request is judged as unfavorable?

The same goes for the case the Head of Area assume the request as unfavorable. Must this be forwarded to the Training Coordinator? Should the Training coordinator and the Joint Training Committee examine requests that have been considered unfavorable at previous evaluation stage?

In other words, if at any stage a request have been characterized as unfavorable should the next hierarchical level receive the request and deal with it? In such case, should they also be notified by email or such requests will be considered of low priority and mail notification is unnecessary?

Cedefop's clarification to Question Nr. 16

If at any stage a request has received an unfavorable opinion, it goes back to the job holder, with a notification by e-mail. Tenderers will anyway not be evaluated on this particular point.

Question Nr. 17

In Annex II, page 2, section 2.5, there is a reference to Annex O (current paper form). We assume there is a clerical mistake and Annex I2 should be referenced instead. Could you please confirm?

Cedefop's clarification to Question Nr. 17

Yes, we confirm.

Question Nr. 18

In Annex II, page 3, section 3.1 as well as 3.2, there is a reference to financial proposal in Annex H. We assume there is a clerical mistake and Annex L1, table 2 should be referenced instead. Could you please confirm?

Cedefop's clarification to Question Nr. 18

Yes we confirm. There is a clerical mistake and Annex L1, table 2 should be referenced instead.

Question Nr. 19

With reference to the Award Criterion 2 of Lot 1 as well as the Criterion 3 of Lot 2, could you please specify whether a global methodology according to International Standards that is being used for software applications administration is sufficient, or a detailed dedicated description for Livelink / RedDot CMS is essential?

Cedefop's clarification to Question Nr. 19

A detailed description tailored to the Livelink/RedDot platforms is necessary.

Question Nr. 20

In Annex J, page 4, section 3.1 there is a reference to Annex P that does not exist. Could you please specify what Annex is intended to be referenced here?

Cedefop's clarification to Question Nr. 20

This is again a clerical mistake. Annex N1 should have been referenced.

Question Nr. 21

In Annex J, page 4, section 3.2, there is a reference to financial proposal in Annex H. We assume there is a clerical mistake and Annex L2, table 2 should be referred instead. Could you please confirm?

Cedefop's clarification to Question Nr. 21

We confirm: Annex L2, table 2 should be referred instead.

Question Nr. 22

As far as concerns the Award Criterion 2 of Lot 2, how should the description of the technical solution be? Namely, should a primitive analysis, business modeling, Use case diagrams, prototypes e.t.c. be included?

Cedefop's clarification to Question Nr. 22

Business modeling, Use case diagrams, prototypes are not necessary. Cedefop expects however an outline of the technical solution proposed (how it will be implemented with RedDot within Cedefop's web portal), an outline of the project stages, the tasks involved, timing, effort allotted to the specific tasks, project team, the number of meetings necessary.

Question Nr. 23

It is our understanding that an electronic copy of the offer is not required for submission. Could you please confirm this?

Cedefop's clarification to Question Nr. 23

Your understanding is correct, as no such requirement is mentioned in the tender dossier.

Question Nr. 24

In Tendering Specifications, page 18, section 6.2, are asked one original signed unbound version and three bound copies of the technical proposal. The checklist of Annex F, though, does not indicate that the original must be unbound. Could you please specify if the original technical/financial proposal must be bound or unbound?

Cedefop's clarification to Question Nr. 24

We don't see any contradiction between the tender specifications and the checklist. For more clarity please be informed that we prefer the submission of unbound originals and bound copies.

Question Nr. 25

In Draft Contract, page 4, section I.5.1, first paragraph after the bullets is stated that Contractor shall have twenty days to submit additional required information. In case Cedefop ask for more information upon receiving the initially asked, we assume that the deadline for the new submission will be again 20 days. Could you please confirm?

Cedefop's clarification to Question Nr. 25

Yes, the deadline for a second submission of documents shall be the same (twenty days).

Question Nr. 26

In Draft Contract, page 13, section II.12.1 it is stated among others that strikes cannot be invoked as force majeure. Does this include third party strikes that affect the fulfillment of the obligations, e.g. strikes that affect all kinds of transportation? Could you please elaborate?

Cedefop's clarification to Question Nr. 26

The formulation "... unless they stem directly from a relevant case of force majeure" included in the definition of "force majeure" given in Article II.12.1 of the draft Framework contract, implies that *third party* strikes can be invoked as cases of force majeure, as it opposes to cases of intra-company strikes (that cannot be invoked).

Question Nr. 27

In Draft Contract, page 8, section II.1.7 is stated "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". In Tendering Specifications, page 12, section 2.4, point 4 is required developer's replacement within 10 days if Cedefop is unsatisfied. We assume that what you consider as "delay" is the replacement after the period of 10 days. Could you please confirm?

Cedefop's clarification to Question Nr. 27

Yes we confirm that replacements must take place within 10 days.