

AREA RESOURCES
FINANCE AND PROCUREMENT SERVICE

RS/PRO/DELE/RB(2014)02117
Thessaloniki, 12 September 2014

OPEN INVITATION TO TENDER

ICT services for development of applications in PowerBuilder

AO/RES/ITK/PowerBuilderServices/015/14

REFERENCE: **Contract notice – 2014/S 175–308243 of 12/09/2014**

Dear Sir/Madam,

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

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

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

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

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

Important:

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

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

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

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

or

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

or

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

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

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

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

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

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

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

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

<p>OPEN INVITATION TO TENDER</p> <p><i>CEDEFOP No: AO/RES/ITK/PowerBuilderServices/015/14</i></p> <p><i>‘ICT services for development of applications in PowerBuilder’</i></p> <p>Name of tenderer:</p> <p>NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE</p>

The inner envelope must also contain three sealed envelopes, namely, Envelope A – “Supporting Documents”, Envelope B – “Technical Proposal” and Envelope C – “Financial Proposal”. The content of each of these three envelopes is described in section 6 of the attached Tender Specifications.

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

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

7.1 Contacts before the final date for submission of tenders:

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

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

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

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

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

- Tenderers should not contact the Contracting Authority (i.e. Cedefop) on their own initiative.

- Tenderers are not allowed to amend their offers, e.g. by completing the documents they sent, replacing them with amended ones or sending new documents initially not included in the tender, as this may lead to rejection of the tender at a later stage. Any such need for additional information/document identified by the Evaluation Committee during the evaluation process will be notified to the tenderer concerned at Cedefop's initiative, providing for a reasonable deadline for response (see also the provisions under the heading below).

7.3 Contacts after the opening of tenders:

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

8. Timetable:

	DATE	TIME
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	21/10/2014	17h00
Last date on which clarifications are issued by Cedefop	<i>as soon as possible</i>	N/A
Deadline for submission of tenders (hand delivered)	29/10/2014	17h00
Deadline for submission of tenders by post / courier	29/10/2014	N/A
Validity of the tenders	29/04/2015	N/A
Tender opening session	11/11/2014	11h00
Date of entry into force of the contract	January 2015	

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

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

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

10. All costs incurred in preparing and submitting tenders should be borne by the tenderers.
11. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. If such decision is taken, the tenderers will be notified accordingly.
12. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon:
- the signature of the Contract with the successful tenderer, or
 - the signature of an Order or Specific Contract under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.

13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:
http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

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

14. Your personal data (name, given name if natural person, address, legal form, registration number and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:
- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/info_contract/legal_entities_en.htm), or
 - the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/library/sound_fin_mgt/privacy_statement_ced_en.pdf).

15. Once Cedefop has opened the tender, the document shall become the property of Cedefop and it shall be treated confidentially.
16. You will be informed of the outcome of this procurement procedure by e-mail. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check it regularly.

Yours sincerely,

G. Paraskevaïdis
Head of Finance and Procurement

Attached: Tender Specifications

OPEN INVITATION TO TENDER

AO/RES/ITK/PowerBuilderServices/015/14

***“ICT services for development of applications in
PowerBuilder”***

Tender Specifications

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Introduction to Cedefop: Europe's agency for training policy

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

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

Cedefop, (the European Centre for the Development of Vocational Training) founded in 1975 and based in Greece since 1995, is a European Union (EU) agency. It provides the European Commission, Member States ⁽¹⁾ and social partners with insights into trends concerning VET and offers advice on how European VET policy should meet the challenges Europe and its citizens face.

The evidence Cedefop provides comes from its:

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

Cedefop's objective and priorities for 2012-14

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

- **Supporting modernisation of VET systems**

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

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

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

⁽¹⁾ Cedefop also works with Iceland and Norway.

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

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

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

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

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

Cedefop's information

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal www.cedefop.europa.eu. The web portal provides news on Cedefop's major themes "Identifying skills needs", "Understanding qualifications", "Analysing policy" and "Developing lifelong learning". All Cedefop publications are available for download. Cedefop hosts and organises conferences and events throughout the year. Cedefop also coordinates the study visits programme for the European Commission. Study visits are short-term visits of three to five days for a small group of 10 to 15 specialists to examine a particular aspect of lifelong learning.

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

1. OVERVIEW OF THIS TENDER PROCEDURE

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

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

1.1. Description and type of the contract

- **Title of the contract**

ICT services for development of applications in PowerBuilder

- **Short description of content of this contract:**

The purpose of this open invitation to tender is to conclude a framework contract with a service provider for the provision of services related to development of applications in PowerBuilder. Services will be acquired in the form of person-days. The tasks comprise mainly of development of client applications in PowerBuilder 12.5 and higher versions and database development in Sybase ASE 15.5.

- **Type of contract:**

Framework Service Contract whereby the services will be provided following the signature of Order Forms throughout its validity. The number and content of Order Forms will depend on the needs of Cedefop.

1.2. Place of delivery or performance

Most tasks will be completed mainly in the Contractor's premises and when necessary in Cedefop's premises (e.g. takeover, face to face meetings).

1.3. Division into lots

This tender procedure is not divided into lots.

1.4. Variants

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

1.5. Value or quantity of purchase

The estimated budget for the required services corresponds to approximately **700** person-days over 4 years; the person-days **will not be distributed evenly** over the years.

Tenderers should be aware that the information on volume is purely indicative, shall not be binding on Cedefop and should not be considered as a warranty as to the final value of the contract. The sum of the amounts of the successive Order Forms that will be issued after the Framework Contract is signed may not reach the aforementioned estimated value for the Framework Contract. Cedefop will be contractually bound only by the amounts effectively entered in the successive signed Order Forms. The total value of the framework contract will ultimately depend on the orders which Cedefop may place through Orders Forms.

1.6. Duration of the contract

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

1.7. Main terms of financing and payment

Payments will be made **within 30 days of submission of invoices** and at the conditions set out in the draft contract.

2. TERMS OF REFERENCE

2.1. Background and purpose

Fibus is the Cedefop information system which covers all aspects of finances, accounting, budget management and staff data management. Fibus was first launched in 2000 and many modules have been added since then. It has been developed in-house using PowerBuilder/Sybase. Current version is PB12.5 and Sybase ASE 15.5.

The purpose of this call for tenders is the provision of services for development in PowerBuilder, to assist the ICT service in ensuring corrective and evolutionary maintenance of Fibus.

Services will be acquired in the form of person-days. Tasks will be carried out under the supervision/guidance of the ICT service.

2.2 Description of tasks and services to be provided

The selected Contractor will have to perform the following tasks:

- Development of applications using PowerBuilder v12.5 and with Sybase ASE 15.5 (or higher) as the back-end DBMS;
- Modification and creation of stored procedures (transact SQL) and tables/views in Sybase ASE 15 DBMS;
- Corrective maintenance: correction of bugs of existing applications, optimisation of older programs and modules, re-integration and re-engineering of programmatic constructs aiming at better performance and interoperability;
- Application testing, validation, integration and deployment of new versions;
- Assist when migrating to higher versions of PowerBuilder; adapt PowerBuilder constructs in case of upgrades of the databases, operating systems and servers;
- Technical reporting and documentation in English;
- Second level support on the use of Fibus, namely: trouble-shooting, bug fixing, problem solving and reporting in connection with the operational use of Fibus.

The work to be performed requires thorough knowledge and ability in using SQL technology and PowerBuilder to develop applications, as well as excellent command of English.

All tasks will be performed following technical specifications written by Cedefop. Cedefop has in-house expertise in PowerBuilder development, database development and more generally in application development, and in writing technical specifications.

Place of delivery or performance

The place of delivery of services will be mainly at the contractor's premises (extra-muros, off-site). However Cedefop will request, when it is considered to be more efficient, that some of the work take place at Cedefop's premises (intra-muros, on-site). In this case travel and accommodation will be reimbursed. Please see section 2.5 for more details on work within Cedefop premises.

2.3. Task assignment procedure

During the lifetime of the framework contract, Cedefop will issue specific order forms with a number of person-days destined to cover various tasks (like e.g. corrective maintenance and second level support) for the next months. The following procedure for task assignment shall apply:

- 1) Cedefop will request (by email or through an issue tracking system) the implementation of a specific task, providing also the related technical specifications;
- 2) The Contractor shall estimate the work hours or days the task will require, as well as the delivery date; the estimation should take into account documentation and testing. In case the task is less than one day work, the contractor will simply execute the task without requiring feedback/approval from Cedefop. Otherwise the procedure described below in (3) & (4) will be followed;
- 3) If necessary Cedefop will clarify and discuss the estimations with the Contractor until an agreement for the undertaking of the task or part of the task is reached;
- 4) Once the effort is accepted by Cedefop, the Contractor undertakes the task and provides the deliverable(s).

The result of the above procedure is reflected in the activity reports and invoices delivered by the Contractor and allows due operational verification by Cedefop.

2.4. Additional requirements, information and implementation provisions

- 2.4.1 The contractor should be able to ensure the availability and provide the proposed team within one (1) month following the signature of the framework contract (expected signature within January 2015).
- 2.4.2 In case of problems and bugs attributable to the contractor, the contractor shall resolve them at no cost within 48 hours from the announcement of the issue by Cedefop. Moreover, in case of mission-critical services (e.g. down-time of the system), the resolution should not exceed 24 hours.
- 2.4.3 For any request or question by Cedefop, the contractor commits to respond with an acknowledgment message within 1 working day, giving short comment and estimate of when the question can be resolved/answered, which normally should not exceed a maximum of five (5) working days. In case of tasks that could take more than 10 days to execute, Cedefop will discuss with the contractor about the timeframe and the estimation (see section 2.3). Indicatively
 - 95% of the tasks amount to less than 3 person-days,
 - about 50% of the tasks can suffer a delay of about one month,
 - extremely urgent tasks are rare (less than 10 times a year).
- 2.4.4 The project team members shall be the ones described in the tenderer's proposal. In case of replacement for whatever reason of any member of the project team, the selected contractor should propose a candidate with the same level of qualifications and experience for the project and commit to take all measures for ensuring that the changes in the project team will have no negative impact on the execution of the services (in terms of quality, deadlines and costs).

- 2.4.5 The selected Contractor should always keep Cedefop updated about the names and qualifications of the developers working in Cedefop's project., including all subcontractors (if any). Cedefop will accept contractor's developers to carry out the tasks specified only from among the compliant CVs which were part of the tenderer's proposal in regards to the selection criteria. If any of these individuals is unable to perform his/her duties, Cedefop should be informed within two working days. For his/her replacement the Contractor has to submit compliant CV(s) within maximum 5 working days. Cedefop will grant approval for the replacement and appointment of a new individual (other than those originally set out in the proposal), to work on the tasks set out in the Order Form(s) only after the CV(s) and copies of the professional qualifications of the individual(s) proposed are carefully examined and accepted.
- 2.4.6 The contractor should replace within 10 working days a person involved in the project under the present call for tenders:
- 2.4.6.1 Whose conduct and behaviour are considered to be unsatisfactory*
- 2.4.6.2 Whose abilities and/or performance are considered to be unsatisfactory.*
- 2.4.7 The Contractor shall provide 6 months' guarantee (free fixes of bugs) for the developments performed by the Contractor.
- 2.4.8 The contractor will be able to connect remotely to Cedefop server(s) as appropriate, in agreement with Cedefop information and network security rules and policies.
- 2.4.9 Cedefop will provide a staging environment; however the contractor should possess his own development server, and must ensure that it is compliant with software licensing policies, where applicable.
- 2.4.10 Any new code or module developed and integrated with the current system should not break existing functionality. The contractor must apply appropriate testing to guarantee this.
- 2.4.11 All deliverables should first undergo rigid and thorough testing before being submitted for acceptance testing by Cedefop.
- 2.4.12 In case the Centre decides to upgrade (move to higher versions) the current technological platform (PB 12.5 and Sybase ASE 15.5), the contractor will be asked to take all appropriate measures to upgrade developer knowledge to higher versions of the tools used, e.g. through training.
- 2.4.13 The ICT Department of Cedefop is responsible for the contract and will assign one Project Manager to its execution.
- 2.4.14 The tenderer shall identify an Account Manager within his organisation who will represent the single contact point for all administrative communication in regards to contract implementation.

- 2.4.15 For follow-up of tasks, Cedefop uses its own issue tracking system (Jira), which will be made available to the Contractor.
- 2.4.16 The contractor will provide monthly activity reports according to the scope of the deliverables, demonstrating the completed work performed during this period.
- 2.4.17 Cedefop and the contractor will communicate in English. All the proposed developers are required to possess excellent command of English. Cedefop ICT will communicate directly with the developers if clarifications on tasks are needed (email, Skype, telephone, Jira).

N.B.: Please note that items in this section are binding and are integral part of the future contract. Non-conformance to the tenderer's commitments under this section during the performance of the contract could constitute a ground for Cedefop to terminate the contract.

2.5. Work within Cedefop premises, meetings, travel and accommodation expenses

- 2.5.1 The contractor will be required to attend scheduled meetings at Cedefop. Indicative number is about 8 over 4 years. Meetings dates and frequency will be decided upon common agreement between Cedefop and the contractor.
- 2.5.2 Meeting expenses (i.e. travel and accommodation) will be reimbursed to the contractor on the basis of the contractor's Financial Offer. Prices stipulated in table 2 (cost of meetings) will be used to reimburse travel and accommodation expenses for contractor's staff (any profile) who will come to Cedefop premises in Thessaloniki. Travel costs are all inclusive and cover transportation from and to the airport. Accommodation costs are all inclusive and cover all daily expenses, including taxis. Please note that travel time will not be reimbursed or paid.
- 2.5.3 The same rules shall apply when Cedefop will request that some of the work takes place at Cedefop's premises (intra-muros, on-site).
- 2.5.4 A takeover meeting will take place at Cedefop premises. The contractor will be entitled to reimbursement of expenses for the takeover meeting, whereby at least two team members from the contractor should participate, i.e. the two developers who will play a key role in the execution of the contract. See section 2.5.2 for rules on reimbursement.
- 2.5.5 Any meeting held to resolve problems manifestly imputable to the Contractor's execution or performance of the Contract will be at the charge of the Contractor.
- 2.5.6 In case of a specific project, an emergency situation, or a problem not imputable to the Contractor's execution or performance of the Contract, Cedefop will call ad-hoc working meetings. Such meetings or any extra travel and accommodation expenses that might be needed to perform the tasks related to the contract shall be subject to Cedefop's prior approval and shall be reimbursed by Cedefop, according to the travel and accommodation expenses as proposed by the Contractor in his financial offer.

3. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

3.1. Exclusion criteria

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

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

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

3.2. Selection criteria

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

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

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

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

3.2.1 Economic and Financial capacity

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

Requirement:

The average annual turnover of the tenderer for the last *three* (3) financial years **concerning the type of services covered in this call for tenders, i.e. development in PowerBuilder**, should be at least **100,000 €**.

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

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

In case of a consortium (grouping) or subcontracting each member of the consortium and all sub-contractors (in line with points 4.1 or 4.2 below) must provide the required statement for the economic and financial capacity (Questionnaire 2 of Annex G), **but the assessment of whether the minimum requirement is met will bear on the consortium as a whole or the tenderer together with his subcontractors.**

In the event of recommendation for contract award the winning tenderer (single tenderer or in the case of a consortium (grouping) each member of the consortium) will be requested to prove the above by submitting Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent) if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors. For tenderers or sub-contractors (identified as per any of the two bullet-points in paragraph 5 of point 4.2 below) who are natural persons / freelancers, a tax declaration and tax clearance statement for the last three financial years will be requested.

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

3.2.2 Technical and Professional capacity

The Tenderers are required to have sufficient technical and professional capacity to perform the contract.

3.2.2.1 Requirements for technical and professional capacity:

- The tenderer must be enrolled in the relevant professional register;
- The tenderer must have the technical know-how, experience, expertise and adequate structure and resources to perform the services described in the Terms of Reference;
- The tenderer must have a minimum of 3 years' experience in the field of development in PowerBuilder, having performed at least 3 **contracts** during the last three (3) years, the **final value of the contracts in the list should total a minimum of 100,000 Euros.**
- The Tenderer's developers, whose involvement will be instrumental for the implementation of the contract, must have excellent knowledge of PowerBuilder and database development, as well as some knowledge of accounting/financial systems. The requirements for the successful implementation of the contract are as follows:

- Post-secondary education degree, or 4 years of working experience in IT after completion of secondary education;
- In addition to the above, experience of at least 480 full person-days with PowerBuilder (version 10.5 and above) and database development (SQL technology, Sybase or MS SQL), within the last four (4) years;
- Experience of at least 1 year in development of applications dealing with accounting and/or Financial Resources management;
- Excellent communication skills (spoken and written) in English (level C2 as determined in "Language levels of the Common European Framework of Reference CEF or equivalent).

Important: the number of years requested in all profiles above refers to complete years until the deadline of submission of offers.

3.2.2.2 Proofs / Evidences of technical and professional capacity

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

- Document for enrolment in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established;
- Brief company profile indicating the relevance of the activities of the company with the present call for tenders (Questionnaire 4 in Annex G);
- List of at least **3** contracts performed in the past **three (3)** years (to have been concluded by the deadline of submission of offers) in the field of PowerBuilder development describing the contracting authorities, the subjects, the amounts, the dates, the percentage and the specific tasks performed by the tenderer (Questionnaire 3 in Annex G); the final value of the contracts in the list should total a minimum of 100,000 Euros.
- At least **four (4)** detailed CVs of the tenderer's developers. The CVs must show evidence of proposed developers' experience and knowledge which enable them to perform the tasks described in Section 2.2, satisfying the requirements in terms of educational background, length and scope of experience and knowledge as specified above in point 3.2.2.1. The CVs proposed should clearly indicate which work experiences are relevant for the fulfilment of the specific requirements (specifying dates, employer, main activities and responsibilities, and technologies). In particular the CVs should clearly present the required 480 full person-days PowerBuilder experience and clearly present the English linguistic abilities. CVs should not be anonymous, since the staff proposed with certain skills, education and experience should be identifiable for the execution of the contract.

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

3.3. Legal Position

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

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

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

4. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

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

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

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

4.1. Joint Offers/ Groupings (Consortia)

Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.

Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.

If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.

A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.

Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).

Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.

The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of

the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex I) authorising this company or person to submit a tender on behalf of the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

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

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

4.2. Subcontracting/Subcontractors

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

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

Tenderers are free to choose their subcontractors from both eligible and non-eligible countries. Thus, in principle all economic operators can act as subcontractors of eligible tenderers.

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

Only in cases when:

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

the tenderer should submit with the offer:

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

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

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

5. AWARD OF THE CONTRACT

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

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

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

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

Whereby:

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

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

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

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

Cheapest TFO is the Cheapest Tender Price of a technically compliant tender (i.e. among those having achieved a minimum of 50% of the possible score for each of the 4 award (evaluation) criteria and in total a minimum of **65** out of 100 points (TQV) in the technical evaluation – see below).

5.1. Technical evaluation

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

5.1.1 Award criteria

The following Award Criteria will be applied to this tender procedure. The fourth column contains the required documentation for performing the technical evaluation and defines the structure and content of the technical proposal:

No	Award Criteria	Max. Points	Supporting documentation / information to be provided in the technical proposal
1	<p>Quality and suitability of the demo “Meetings Calendar”</p> <p>This criterion is subdivided in the following three sub-criteria:</p>	45	<p>Tenderers are requested to build an executable in PowerBuilder (10.5 or higher) responding to the following user requirements:</p> <ul style="list-style-type: none"> ➤ Display a weekly calendar of Cedefop meetings (see data in annex K) ➤ Give the possibility to the user to change the date of the meeting by drag and drop on the calendar within the current week. ➤ Send an email one day before the meeting to C4T@cedefop.europa.eu ➤ Display at the bottom the weather today in Thessaloniki <p>Minimum time intervals shall be ½ hour. Only working hours between 9:00 and 18:00 on weekdays shall be considered. Introduce a control that two meetings cannot take place at the same time in the same room.</p> <p>The tenderer will deliver the executable and the associated pbl, and any other file judged necessary on a CD.</p> <p>A txt file with Cedefop data is available in annex K.</p>
1.1	User friendliness of the demo and adequacy to the user requirements	20	The executable on a CD, which should run on a PC with Windows 7.
1.2	Quality and clarity of the code, quality and adequacy of the technical solutions	20	<ul style="list-style-type: none"> • PBL (the code) on a CD • Brief outline of the technical approach • Description of the challenges encountered by the tenderer in completing the demo.
1.3	Efficiency of the development methodology, i.e. the amount of man-hours needed to complete the demo	5	An indication of the work effort required to complete the demo.
2	Quality of the organisation in place for ensuring that the level of knowledge of the PowerBuilder developers will be kept up to date for all aspects of the services required in this call for tenders	15	Detailed description of the organisation in place for ensuring that the level of knowledge of the technical staff will be kept up to date for all aspects of the services required in this call: e.g. training procedures related to new releases of PowerBuilder, or related to software development procedures, language courses, etc.
3	Quality and efficiency of the measures foreseen by the tenderer to ensure permanent availability of services, technical competence and service quality during the entire life of the contract	20	Detailed description of the measures foreseen for permanent availability of services, technical competence and service quality during the entire life of the contract: e.g. procedures for hiring and replacing developers, retaining staff with satisfactory performance, ensuring that changes in staff will have no negative impact on the execution of the services.

4	Quality and efficiency of the work organisation foreseen for management of the contract and communication with Cedefop	20	Detailed description of the work organisation foreseen for management of the contract and communication with Cedefop, including proposed response time, follow-up of requests, reporting and invoicing.
	Total Quality Value (TQV)	100	

5.1.2 Technical evaluation – general requirements

In order to guarantee a minimum threshold of quality, offers that do not reach a minimum of 50% of the possible score for each of the 4 award criteria, and obtain an overall total score (Total Quality value) of less than the total **65** (of a maximum of 100) points against the award criteria, will not be considered acceptable and will be eliminated from further evaluation. Only the technically compliant (acceptable) tenders as per the above will be subject to Financial (Price) Evaluation (5.2).

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

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

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

The content of the technical proposal in the hard copies and the one in the CD must be identical. In case of discrepancies between the hard copies and the CD, the hard copies shall take precedence.

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

5.2. Financial evaluation

Only tenders scoring in total 65 points or more (of a maximum of 100 points) against the technical award criteria and 50% or more of the possible maximum score for each of the 4 award criteria will have their financial proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered (**Total Financial Offer TFO**) in the Financial Proposal (see Annex H).

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

Financial score = (cheapest Financial Proposal / Financial Proposal of the tender considered)* Y.
Where Y = price weighting (see the complete formula under point 5 above)

Information concerning price

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

5.2.1 Evaluation of abnormally low prices

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

A price will be considered abnormally low if the financial offer of any tenderer is lower with more than the acceptable margin of deviation from the average price of the other technically acceptable offers (please note that definition of which offers are technically acceptable/ compliant is given in points 5, 5.1.2 and 5.2 above). The actual deviation will be calculated as % as follows:

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

The acceptable margin of deviation is set to **30%**.

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

- a) apply the acceptable margin of deviation from the average price of the other technically acceptable offers and set aside the offers that go beyond it;
- b) check if specific notes or specific items included in the offer justify to some extent the deviation; if not, or if inadequate, send relevant request for explanation(s) to the tenderer concerned;
- c) decide on the acceptability of the offer on the basis of the notes in the tender and/or the clarification reply received.

5.3. Financial Proposal / Financial Scenario

The Financial Offer must be clear and in compliance with the Terms of reference. The tenderers must fill-in the financial offer spread sheet in Annex H (first tab) which presents a detailed breakdown of the price offered. The unit prices are binding and will be used as basis for the execution of the contract via order forms. All services that shall be provided should be included in these prices.

The Financial Scenario is described in the second tab of Annex H and is automatically calculated from the financial offer (tab 1 of Annex H). It is based on an estimated but realistic 4-year work-plan and serves as a method for the calculation of the Total Financial Offer (TFO) that will be used for evaluation purposes only.

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

The corresponding total VAT amount must be indicated separately under the Financial Scenario Table in the second tab of Annex H (this applies to tenderers established in Greece only).

The Financial Offers will be checked for any arithmetical errors in computation and summation.

Errors will be corrected by the evaluation committee as follows: where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account. Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

Reimbursement of travel expenses:

Prices indicated in tables 2 and 4 (cost of meetings) of the Financial offer will be used to reimburse travel and accommodation expenses for contractor's staff who will come to Cedefop premises in Thessaloniki. Travel costs are all inclusive and cover transportation from and to the airport. Accommodation costs are all inclusive and cover all daily expenses, including taxis. Please note that travel time will not be reimbursed or paid.

6. INFORMATION ON PRESENTATION AND CONTENT OF TENDER

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

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

6.1. Envelope A - Supporting documents

One original and one copy of:

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

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

6.2. Envelope B – Technical proposal

One original signed version and three copies of:

- the Technical Proposal providing all information requested in point 5.1, including information relevant to subcontracting, if any, as requested in point 4.2.
- a read access secured CD containing the submitted in paper form technical proposal

6.3 Envelope C – Financial proposal

One original signed version and three copies of:

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

ANNEX A

Contract Notice

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

ANNEX B

Draft Contract

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

ANNEX C

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

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

ANNEX D

Legal Entity Form

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

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

ANNEX E

Financial Identification Form

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

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm

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

PLEASE NOTE:

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

ANNEX F

Check list of mandatory documents

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be included as part of your offer.

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please provide an explanation for the reason
		Yes	No	
<u>Envelope 'A' must contain</u>				
one original and one copy of:	6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award (name and position of the individual(s) entitled to sign contract)	Art. 4 of Invitation to tender; 6.1	<input type="checkbox"/>	<input type="checkbox"/>	
- Exclusion Criteria Declaration (including those of consortium members and subcontractors, if applicable)	3.1 & Annex C	<input type="checkbox"/>	<input type="checkbox"/>	
- selection criteria documents (If applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2	<input type="checkbox"/>	<input type="checkbox"/>	
- Questionnaires 1-4 (Annex G)	3.2, 3.2.1, 3.2.2, 4.1; & Annex G	<input type="checkbox"/>	<input type="checkbox"/>	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, & Annex I (models 1 or 2)	<input type="checkbox"/>	<input type="checkbox"/>	
- Letter of intent of subcontractor (if applicable)	4.2, & Annex J	<input type="checkbox"/>	<input type="checkbox"/>	
- Legal Entity Form	3.3 & Annex D	<input type="checkbox"/>	<input type="checkbox"/>	
- Financial Identification Form	6.1 & Annex E	<input type="checkbox"/>	<input type="checkbox"/>	
- this Checklist	6.1 & Annex F	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Envelope 'B' must contain</u>				
one original, three copies and a read access secured CD:		<input type="checkbox"/>	<input type="checkbox"/>	
- the technical proposal	5.1	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Envelope 'C' must contain</u>				
one original and three copies of:		<input type="checkbox"/>	<input type="checkbox"/>	
- the Financial Proposal	5.3 & Annex H	<input type="checkbox"/>	<input type="checkbox"/>	

The tenderers should also ensure that:	
<input type="checkbox"/>	the offer is formulated in one of the official languages of the European Union.
<input type="checkbox"/>	both the technical and financial proposals of the offer are signed by duly authorised agent.
<input type="checkbox"/>	the offer is perfectly legible in order to rule out any ambiguity.
<input type="checkbox"/>	the offer is submitted in accordance with the envelope system as detailed in the invitation to tender point 3.
<input type="checkbox"/>	the outer envelope bears the information mentioned in the invitation to tender point 3.

ANNEX G

Questionnaires 1 - 4

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

ANNEX H

Financial Proposal

(Given as a separate Excel file)

ANNEX I

Models of power of attorney

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

ANNEX J

Model of Letter of Intent for Subcontractor/s

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

ANNEX K

Data for award criterion 1

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

ANNEX L

ICT Profile

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