

FINANCE AND PROCUREMENT

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Thessaloniki, 05 August 2013

## OPEN INVITATION TO TENDER

### **Web development, support and maintenance services for the Cedefop official website AO/CID/NT/Website-CMS\_services/014/13**

REFERENCE: *Contract notice 2013/S 148-256532 of 01/08/13*

Dear Sir/Madam,

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

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. Paraskevaidis  
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](mailto: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:

**OPEN INVITATION TO TENDER**

**CEDEFOP No: AO/CID/NT/Website-CMS\_services/014/13**

***‘Web development, support and maintenance services for the Cedefop official website’***

**Name of tenderer: .....**

**NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE**

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 point 6 of the attached Tender Specifications.

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](mailto: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](mailto: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)	11/09/2013	17.00h
Last date on which clarifications are issued by Cedefop	As soon as possible	N/A
Deadline for submission of tenders (hand delivered)	20/09/2013	17.00h
Deadline for submission of tenders by post / courier	20/09/2013	N/A
Validity of the tenders	20/03/2014	N/A
Tender opening session	01/10/2013	11.00h

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 an Order Form under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.
13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:  
[http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](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](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](http://ec.europa.eu/budget/library/sound_fin_mgt/privacy_statement_ced_en.pdf)).
15. All tenderers will be informed in writing of the results of this tender procedure.

Yours sincerely,

G. Paraskevaïdis  
Head of Finance and Procurement

Attached: Tender Specifications

# **OPEN INVITATION TO TENDER**

***AO/CID/NT/Website-CMS\_services/014/13***

***Web development, support and maintenance services for  
the Cedefop official website***

**Tender Specifications**

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- Annex Q: Hosting, regular administration and maintenance, monitoring, availability of the system

# 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 <sup>(1)</sup> 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).

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

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<sup>(1)</sup> Cedefop also works with Iceland and Norway.

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 sectoral and occupational developments, such as the demand for 'green' skills for sustainable growth and, as the population ages, the potential for jobs creation and impact of skill needs of the 'silver' economy.

### **Cedefop's information**

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal [www.cedefop.europa.eu](http://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](http://www.cedefop.europa.eu), Cedefop's work can be followed on Facebook at [www.facebook.com/cedefop](https://www.facebook.com/cedefop) and Twitter at [www.twitter.com/cedefop](https://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***

“Web development, support and maintenance services for the Cedefop official website”

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

The subject of the contract will be the provision of Web development, maintenance and support services to the Web Portal, which is the agency's official website, providing a new platform for its Web Content Management System (CMS), covering Web application development services, including analysis, design, project management and consultancy, hosting and helpdesk services. Services will be acquired in the form of person-days categorised in profiles (see 2.5.). The Web hosting services will be acquired in the form of a fixed monthly fee.

- **Type of contract**

Cedefop will award a single Framework Services Contract whereby the services will be provided by the contractor upon signature of Order Forms issued by Cedefop within the context of the Framework service contract and throughout its validity. Each Order Form will be prepared in line with the call for tenders and shall stipulate the tasks/services to be performed by the contractor, the deliverables, the timetable and the budget.

### 1.2. Place of delivery or performance

Most tasks will be completed mainly in the Contractor's premises and when necessary in Cedefop's premises (e.g. specific tasks related to migration, 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 described in the Framework contract corresponds to **2.000** person-days; the person-days might not be distributed evenly over the years. The provision of hosting services and related costs are estimated at some **200.000** euro over 4 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 value of the successive Order Forms that will be issued after the Framework Contract is signed may not reach the a.m. 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 an 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 60 days of submission of invoices and at the conditions set out in the draft contract (Annex B). Invoices shall be issued only after the explicit acceptance by the project manager of the deliverables or timesheets of the respective Order Form.

## **2. TERMS OF REFERENCE**

### **2.1. Background**

Cedefop is maintaining an official website since 1996. Today, Cedefop's Web presence is the number 1 means of communication with its various target groups, collaborators and stakeholders. The decision to redesign Cedefop's official website was taken in the wake of the 2007 evaluation of the agency.

The launch of the current Web portal on 15 December 2009 was an important milestone in Cedefop's continuous effort to improve its online presence: it represented a huge task which involved introducing new technology for the content management system, restructuring content, redesigning in line with the corporate image and introducing new terminology and control vocabulary to index the content. All information, namely projects, news, events, publications, networks, calls for tenders and vacancies, is classified under four themes which reflect the agency's business objectives: Identifying skill needs; Understanding qualifications; Analysing policy; Developing lifelong learning.

The current web platform does no longer fully meet the evolving needs of the agency because it does not allow to easily manage sections/pages including the management of users, designing of the site structure and editing of various content types. Also, the corporate solution only provides a source of one-way information thus fails to provide a two-way tool for communication and interaction with the citizens and the stakeholders.

Due to time and budgetary constraints, the Web portal employs mainly English, and provides core information in French and German; nevertheless, EU citizens have the possibility to request access to information into different languages according to their needs and in line with Ombudsman's recommendations (See also Annexes L and P).

### **2.2. Description of the assignment**

Cedefop is seeking to migrate all its online content, related databases and Web applications to a modern platform that will allow easily creating and configuring dynamic interactive web pages that would directly apply the agency's visual identity. The contractor will be asked to propose the technology he masters the best and will provide the required development and production environments infrastructure in the proposed technology to host all the Web services, applications, databases and modules concerned.

The purpose of this call for tenders is to identify a suitable contractor that will:

- Propose an integrated solution for the CMS and the public site, including also hosting services;
- Migrate the current content;
- Provide support and maintenance for the CMS and the public site;
- Develop web applications for the Web portal;
- Provide CMS's user support and helpdesk services, user training for the CMS editors.

#### **2.2.1. Services to provide**

The contractor will be requested to provide the following services:

- Implementation of a new technical platform for the CMS

- Migration of all the content, applications and databases from the current to a new system
- Installation of additional modules, development of new modules
- Full integration of existing Web applications to the new system
- Installation and configuration of Web analytics software
- Corrective and evolutionary maintenance of existing and new Web applications
- Data analysis, modelling and migration
- Database design and development for Web applications
- Support and maintenance of the Cedefop Web portal
- Development, corrective and evolutionary maintenance of new mobile website
- Web hosting services.

#### 2.2.2. Activities to cover

The following activities are involved in providing the above services:

- Project management;
- Analysis and Design;
- Development and programming;
- Testing and deployment of internet and mobile applications;
- Development and consulting on the pages or applications' presentation layout;
- Consulting on the information architecture;
- User interface definition and development;
- Feasibility studies and technical, usability and accessibility assessments;
- Hand-over and take-over of applications;
- Performance measuring and improvement;
- Monitoring new trends in technology;
- Technical documentation, users' manuals, helpdesk and training for CMS users (content editors);
- Implementation and maintenance of integrated web hosting solutions including deployment of new patches or modules.

#### 2.2.3. Core functionalities

The contractor will be requested to provide a software package with a wide set of features (news, events, FAQ, site map, templates for standard site or community site) to build web pages rapidly, and be open and flexible in order to easily extend it by adding new features to respond to the users' future needs:

- Well known and wide spread technology;
- Must allow easy hand-over from one contractor to another;
- Out-of-the-box features limiting the need for customisations;
- Define a scalable architecture and hosting environment (cloud-ready);
- Notifications mechanism (subscribing to content);
- Multilingualism baseline options;
- Social media friendly;
- Possibility for the external users to login to the public website using other account e.g. Facebook, Twitter, LinkedIn, e-Communities;
- Several contexts allowing to display block depending on conditions (personalisation);
- Ability to share, rate, recommend, vote on content;
- User friendly CMS to allow for decentralisation of content editing;
- Version control and audit trails;
- Workflow module allowing to moderate content with role-based access;

- Taxonomies and metadata;
- Powerful search engine either as part of the CMS or as a 3<sup>rd</sup> party search solution.

### 2.3. Multilingualism

The target audiences of Cedefop's Web portal speak at least one of the official languages of the EU. As an EU agency, Cedefop has an obligation to provide some information in all the official languages of the EU: therefore, Cedefop Web portal and web applications should fully support multilingualism.

Informatics systems must support at least all the current 24 EU official languages (Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish and Swedish), including Latin, Cyrillic and Greek alphabets. Languages of other countries (e.g. FYROM, Albania and Montenegro) may be added when applicable.

Also important, is to optimize the website so that it is search engine friendly e.g. navigation, keywords, meta-tags, descriptions etc. When applicable, the Cedefop's multilingual Web portal should:

- provide links between pages with the same content in different languages.
- avoid automatic redirections based on the user's preferred language that could prevent users (and search engines) from viewing all the versions of the Web portal.
- keep the content for each language on separate URLs - not use cookies to show translated versions.

The languages in which different information is published on the Cedefop's Web portal are as follows:

- **Core information** like mission, about Cedefop, the description of themes as well as static and functional elements e.g. navigational instruction, menu, footer etc., are currently available in three languages, English, French and German.
- **Official documents** are available in the languages which were official at the date of publication.
- **Cedefop's corporate publications** like the Work programme are usually available in English, French and German.
- **Cedefop's electronic publications** like the Working papers and the Press releases are usually available in English, French, German and Greek. They are published in other languages when necessary, depending on the target audience. The Briefing notes are available in English, French, German, Italian, Spanish and Greek and in the language of the presidency country.
- **Cedefop's hard-copy publications** available to download are available in English or in the languages decided upon production on a case by case basis.
- **Specialised or short lifespan information** like technical information, campaigns, calls for tender and news / events is usually available in English only.

## 2.4. Required outputs and time planning

### 2.4.1. Migration

The migration from the current to the new technology will be done according to specifications and requirements that will be provided by Cedefop to the contractor upon signature of the contract. The migration will be subject to an Order Form and is planned to be organised in work packages:

- The first work package will consist of setting-up the system, migrating the content and basic functionalities, applying the existing look-and-feel to the public pages and installing and configuring the Web analytics software: it should be finalised and delivered within three months of the signature of the related Order Form.
- The other work packages are related to the migration of Web applications: the deadlines and scope of these work packages will be commonly decided between Cedefop and the contractor.

An overlap period of 3 months with the incumbent contractor is foreseen to ensure an optimal handover of the available knowledge, responsibilities and artefacts of the Web Portal project.

### 2.4.2. Maintenance and support services

Maintenance involves services such as evolutionary maintenance, fine-tuning, improvements and further development of the Web portal, including the Web applications.

Requests for such services may involve:

- 1) Corrective and evolutionary development and maintenance, i.e. implement minor improvements, bug fixes;
- 2) Installation/configuration of additional modules; full integration of these modules with the rest of the system and existing functionalities;
- 3) Deployment of all new patches or modules of the new system to the development platform, full testing in various platforms/environments (operating systems and software) and finally deployment to the production platform;
- 4) Consulting services: analyses; studies; advices; integration of other modules in the Web portal in line with the business requirements; best practices; new trends in technology;
- 5) Proactive studies: suggestions and proposals to anticipate phases of development; utilisation and integration of existing or new technologies for the advancement and support of the objectives of the project;
- 6) Documentation, manuals, reports, users' guide, training to content editors, technical reporting and documentation;
- 7) Project management necessary for the above-mentioned tasks.

The performance of such technical support and maintenance services will be reported in a monthly service delivery report on a "time and means" basis as described in point 2.7.2.

### 2.4.3. Development services

Development services will be specific to projects which will be the subject of fixed Order Forms as described in point 2.7.1. Development projects are categorised according to the number of person-days that will be necessary for the completion of the project:

- A big project involves 200 or more person-days.
- A medium project requires between 50 and 200 person-days.
- Small projects entail 50 or less person-days.

Small projects requiring less than 2 person-days of development-efforts are considered as part of the daily maintenance and support as described in 2.4.2.

On a yearly basis it is expected to deal with one big and one medium project OR one big and two small projects. The repartition of efforts is demand-driven and will depend on the Centre's priorities and needs.

Requests for such development services should include:

- 1) Project management, Web applications life-cycle management, follow-up of tasks, setting milestones, short- and mid-term goals and deliverables; monitoring of their implementation; coordination with Cedefop project managers, etc.
- 2) Development of additional modules; full integration of these modules with the rest of the system and existing functionalities;
- 3) Full testing in various platforms/environments (operating systems and software) and finally deployment to the production platform;
- 4) Documentation, manuals, reports, users' guide, training to content editors, technical reporting and documentation. All above noted services are to be delivered by the appropriate experts (see required Profiles below, points 2.5. and 3.2.2).

#### 2.4.4. Hosting, regular administration and monitoring of the CMS and public site

Hosting related services, as described in ANNEX Q, will be the subject of Order Forms based on a fixed-monthly price which include the flawless functioning, health, availability and good performance of the CMS and public site that the contractor will host: operating system, web server, web application server and the web applications running as well as for its regular administration, monitoring and configuration.

The contractor shall be responsible to ensure and advise on what are the technical requirements to achieve the above requirement. For this purpose, the contractor should have in place all necessary preventive measures, recurrent tasks, proactive maintenance activities.

#### 2.4.5. Handover to the next contractor

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

## 2.5. Profiles of the required experts

Services will be acquired in the form of tasks expressed in person-days, categorised in profiles as follows:

Profiles	Abr.
1. Project manager	PM
2. Senior expert: analyst - engineer and consultant	SE
3. Senior developer	SD
4. Web developer	WD
5. Graphical interface designer	GD
6. Technical support / Helpdesk	TS

### 2.5.1. Project manager

- Nature of tasks
  - Project management including proposals for project strategies, definition and distribution of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems, change control systems, planning and reporting (establishment of time plan / roadmap, control of progress), follow up and organisation, technical system architecture
  - Guidance of team members in charge of project activities and review of their deliverables
  - Participation in functional and technical working groups and progress meetings
  - Estimate monitoring costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference
  - Prepare and maintain project and quality plans and track activities against the plan, provide regular and accurate reports
  - Manage the change control procedure
  - Be the contact person for all administrative and operational communication in regard to the contract implementation.

### 2.5.2. Senior Expert – analyst, engineer and consultant

- Nature of tasks
  - Analyse requirements and transform them into technical specifications
  - Consultancy studies in a specific technical domain regarding information systems
  - Feasibility studies, cost/benefit analysis; Consulting, proposing and discussing appropriate solutions
  - Advanced performance management and troubleshooting; optimisations and tuning at the level of the operating system
  - Problem diagnosis, recording and resolution
  - Produce and/or establish quality assurance validation on the relevant technical documentation and user documentation
  - Assist in training the users of the system and designing training sessions
  - Participation in meetings with Cedefop and other stakeholders.

### 2.5.3. Senior Developer

- Nature of tasks
  - Apply security best practices to DB development (Design and lead the implementation of credentials management, permissions, ACL, stored procedures (SP), etc.)
  - Apply Web security best practices (cross-site scripting, SQL injection etc.)
  - Design secure processes & procedures (user registration, password retrieval)
  - Ensure privacy by design policies, address data encryption issues
  - Produce final workflow and specifications that follow widely accepted security and privacy

#### Standards

- Database optimizations, troubleshooting
- Be the interface between the project manager and the developers
- Produce the relevant technical documentation for the developers and technical support
- Assist with evaluating and testing products delivered by developers
- Definition and integration of the various required technological components
- Development of complex web-enabled applications, from front-end to back-end systems.

#### 2.5.4. Developer

- Nature of tasks
  - Development of web-enabled applications which will reflect the specifications
  - Creating/maintaining web applications based on user requirements
  - Modification and creation of stored procedures and tables in databases
  - Performance management and troubleshooting
  - Development of front-end and back-end systems including database development tasks
  - Deployment of all new patches or modules to the development platform, full testing and finally publishing to the production platform
  - Assistance in migrations/upgrades to other operating systems and/or servers; validation deployment and documentation of deliverables.

#### 2.5.5. Graphic Interface Designer

- Nature of tasks
  - Design and development of high quality, self-explanatory, simple, user-friendly, web-based (Web 2.0) User interfaces
  - Creation of graphical elements to be included in web pages
  - Definition and creation of the graphical layout of web pages, prototyping
  - Consulting on presentation of information
  - Programming of graphical user-interface layout
  - Give technical guidance to developers to ensure aesthetics, usability
  - Provide knowledge of human interaction in Information systems and ergonomic aspects and related international standards like W3C, WAI etc.
  - Review of User Interfaces and Websites in terms of usability and accessibility.

#### 2.5.6. Technical support / Helpdesk

- Nature of tasks
  - In charge for the first level support of the Web portal CMS and applications
  - Monitoring the good operation and health of the system
  - Supporting the CMS editors and the use by the users
  - Liaising with the Senior developer and the developers where appropriate
  - Assist with evaluating and testing products delivered by developers
  - First level performance management and troubleshooting; interaction with operating system (second level shall be the Senior developer and the developers)
  - Coaching content editors, when applicable on Cedefop's premises
  - Write documentation, manuals, "how-to".

The contractor should always keep Cedefop updated about the names and qualifications of all people participating in each work package, including all subcontractors (if any). Cedefop will accept contractor's experts 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 (2) working days. For his/her replacement the Contractor has to submit compliant CV(s) within maximum five (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) of the individual(s) proposed are carefully examined and accepted against the selection criteria of the call for tenders. In this sense, the contractor shall commit to take all measures for ensuring that the eventual changes in the project team will have no negative impact on the execution of the services (in terms of quality, deadlines and costs).

Cedefop and the contractor will communicate in English.

The contractor should ensure that the proposed team with the profiles as described in 2.5 above will be available for work as of the date of signature of the contract.

## **2.6. Deliverables' quality**

Deliverables are expected to be of high quality and meet in full Cedefop's expectations (as shall be described in the Order Form). The contractor shall ensure that measures are taken and methodologies are followed, so that the tasks and works provide deliverables as expected by Cedefop (see also award criterion 4 in point 5.1).

The contractor must apply appropriate testing to guarantee that any new code or module developed are integrated properly in the new system and therefore, should not break existing functionality. The contractor should use a staging server for testing and training purposes.

The contractor shall provide 12 months guarantee (free fixes of bugs) for any deliverable.

The contractor should ensure that all deliverables apply security standards and user experience best practices.

## **2.7. Task assignment procedures**

All tasks will be performed on a "fixed price request" basis, i.e. an effort estimation (quote) and its approval by Cedefop will precede the issuance of Order Forms and execution of the services, except for the technical support and maintenance services, which will be on a "time and means" basis, i.e. the Order Forms will reflect Cedefop's estimates and performed services will be invoiced subject to submission of relevant timesheets (monthly service delivery report).

### **2.7.1. Fixed price request for service**

The following task assignment procedure will apply, before the signature of each order form:

- 1) A request for quotation is sent by Cedefop to the contractor, including the task description and the related technical specifications;
- 2) If necessary, clarifications may be requested by the selected contractor through phone conferences or emails. Cedefop will provide clarifications accordingly;
- 3) Within 10 working days, the contractor shall provide an estimate of the work-days the task will require, as well as the delivery date; quotes should take into account project management, testing, documentation and follow-up (quality control of the deliverable);
- 4) If necessary, Cedefop will discuss the offer with the contractor (see step 3 above) until an agreement for the undertaking of the task or part of the task is reached;

- 5) An Order Form will be prepared and sent to the contractor by the Cedefop's procurement service for signature;
- 6) Upon signature by both sides, the order form enters into force and the contractor starts executing the task in view of providing the agreed deliverable(s).

#### 2.7.2. Times and means request for services

Specific Order Forms containing a number of person-days are destined to cover technical support and maintenance tasks namely to assure technical support and helpdesk, corrective maintenance and minor evolutionary maintenance of the CMS and public site.

The tasks will be assigned by Cedefop to the contractor using Cedefop's issue tracking system, providing also the related technical specifications. The completion of each task will be monitored via this issue tracking system. The provision of these services will be governed by the Service Level Agreement (SLA) (see award criterion 4 in point 5.1).

The outcome of the above procedure is reflected in the service delivery reports that the selected contractor will provide monthly according to the scope of the deliverables, demonstrating the completed work performed during this period. Cedefop will provide a related template in due time if necessary.

### 2.8. Compliance with data protection regulations

Cedefop is subject to REGULATION (EC) No 45/2001 OF THE EUROPEAN PARLIAMENT AND OF 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 movement of such data. It therefore requires that the tenderer must be subject to the EU Directive 95/46/EC on the Protection of Individuals with Regard to the Processing of Personal Data on the Free Movement of Such Data, which was adopted in 1995 by the European Union.

The dedicated servers must be located within the EU Member States.

### 2.9. Meeting and travel expenses

The contractor will be required to attend meetings at Cedefop. Meetings dates, frequency and number of representatives will be decided upon common agreement between Cedefop and the contractor. Meetings expenses (i.e. travel and accommodation) will be paid to the contractor on the basis of the contractor's Financial Offer (see point 5.3 and Table 4 of Annex H). During the migration and the takeover from the previous contractor, the presence of the contractor's selected team members may be requested in Cedefop's premises.

One Kick-off meeting will take place at Cedefop premises in Thessaloniki upon signature of the contract (estimated December 2013). It shall be reimbursed by Cedefop separately, according to its relevant rules (see Annex III of the Draft Contract in Annex B).

### 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 l) 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.

#### Requirements:

- The average annual turnover of the tenderer for the last two financial years concerning the type of services covered in this call for tenders should be at least **400,000 €**.

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 two financial years concerning the type of services similar in nature to those making the subject of this call for tenders.

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

In the event of recommendation for contract award the winning tenderer (single tenderer or in the case of a consortium (grouping) each member of the consortium) will be requested to prove the above by submitting Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent), if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors.

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

### 3.2.2. Technical and professional capacity

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. They must demonstrate qualifications, knowledge, skills and the ability to perform the tasks outlined in the terms of reference.

#### 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 performed three contracts within the last three (3) years (to have been concluded by the deadline for submission of tenders), covering the fields of web applications development and web site hosting, maintenance and support, similar to the size required by this call for tender.
- The Tenderer's **KEY** profiles, whose involvement will be instrumental for the implementation of the contract, must have the relevant to the subject of the contract background, knowledge and experience for the successful implementation of the contract as follows:

#### 3.2.2.1. *Project manager*

- University degree followed by 6 years of professional experience in Software or Web Project Management  
or  
Secondary education followed by 10 years of professional experience out of which minimum 6 years' professional experience in Software or Web Project Management
- Excellent knowledge of English (speaking/reading/writing)

#### 3.2.2.2. *Senior Expert – analyst, engineer and consultant*

- Post-secondary degree followed by 5 years of professional experience with the proposed Web technologies  
or  
Secondary education followed by 7 years of professional experience out of which minimum 5 years' professional experience with the proposed Web technologies
- Minimum 5 years' experience in analysis and programming, databases and web application development
- Excellent knowledge of English (speaking/reading/writing)

#### 3.2.2.3. *Senior Developer*

- Post-secondary degree followed by 5 years of professional experience in web development and database development  
or  
Secondary education followed by 7 years of professional experience out of which minimum 5 years in web development and database development
- Minimum 2 years in working with the proposed CMS platform
- Very good knowledge of English (speaking/reading/writing)

#### 3.2.2.4. *Developer*

- Computer engineering, or other equivalent degree, followed by 3 years of professional experience with the proposed web development and database development  
or  
Secondary education followed by 5 years of professional experience out of which minimum 3 years' professional experience in web development and database development
- Minimum 2 year of working with the proposed technology
  - Very good knowledge of English (speaking/reading/writing)

#### 3.2.2.5. *Graphic Designer Interface*

- Complete training courses on web design/UI design at a specialized institute/school followed by 4 years of professional experience in Web graphic design related-tasks
- Very good knowledge of English (speaking/reading/writing)

#### 3.2.2.6. *Technical support / Helpdesk*

- Completed training courses on web or information technology
- Minimum 3 years of professional experience in CMS or Web system technical support related-tasks
- Excellent knowledge of English (speaking/reading/writing)

### **Proofs / Evidences of Technical and professional capacity**

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

- 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, also indicating which technologies the tenderer is mainly working with. A specific paragraph shall describe succinctly the technology proposed for this tender procedure **(please fill-in Annex G questionnaire 4)**;

- Description of the Web hosting facilities e.g. location, technical description of the data centre, etc.
- List of at least three (3) contracts performed in the past three (3) years related to the above-noted fields, describing the contracting authorities, the subjects, the dates, the amounts and the percentage performed by the tenderer (Annex G);
- Detailed CVs, indicating to which profile they correspond from the list in section 2.5 “Profiles of the required experts”. The tenderer must provide at least the following number of distinct CVs:

Profiles		Abr.	No of CVs to provide
1.	Project manager	PM	2
2.	Senior expert: analyst - engineer and consultant	SE	2
3.	Senior developer	SD	2
4.	Web developer	WD	2
5.	Graphical interface designer	GD	1
6.	Technical support / Help desk	TS	2
<b>TOTAL</b>			<b>11</b>

The CVs must show evidence of proposed experts’ experience and knowledge as specified for each of the required profiles in section 2.5, satisfying the requirements in terms of educational background, length and scope of experience, knowledge, including those of section 2.8. The CVs of the experts proposed for each profile should clearly indicate which work experiences are relevant for the fulfilment of the specific requirements, and clearly present the linguistic abilities, in particular in English.

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 34 countries, namely: the 28 EU Member States, 3 EEA Countries (Lichtenstein, Norway, Iceland) and 3 SAA Countries (FYROM, Albania and Montenegro).

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

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

##### 4.1. Joint Offers/ Groupings (Consortia)

- Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.
- Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.
- If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.
- A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.
- Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).
- Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.
- The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex I) authorising this company or person to submit a tender on behalf of

the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

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

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

#### **4.2. Subcontracting/Subcontractors**

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

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

Tenderers are free to choose their subcontractors from both eligible and non-eligible countries. Thus, in principle all economic operators can act as subcontractors of eligible tenderers. However the sub-contracting of persons/ economic operators from non-eligible countries is limited to max 30% of the work by value.

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 point 5.1);

**TFO = Total Financial Offer** of the tender (as per points 5.2 and 5.3);

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

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

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

### 5.1. Technical evaluation and technical proposal

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.

**Table of award Criteria**

No	Award criterion	Points	Supporting documentation / Information to be provided in the Technical proposal
1	<b>Compliance of the proposed technological platform with Cedefop's requirements (Annex M and section 2 of the tendering specifications)</b> It is up to the tenderer to propose and justify the most adapted CMS/web portal platform.	/30	Tenderers are asked to fill-in all the points addressed in the questionnaire in Annex M.  Tenderers are asked to fill-in points 1 to 2 of Annex M.
1.1	Reliability of the CMS and ecosystem	5	Tenderers are asked to fill-in points 3 to 8 of Annex M.
1.2	Suitability of the multilingualism and advanced functionalities	5	Tenderers are asked to fill-in points 9 to 12 of Annex M.
1.3	Appropriateness and variety of content types	5	Tenderers are asked to fill-in points 13 to 18 of Annex M.
1.4	Productivity capabilities for the CMS editors/administrators	5	Tenderers are asked to fill-in points 19 to 27 of Annex M.
1.5	Capability in managing registered users	5	Tenderers are asked to fill-in points 28 to 34 of Annex M.

1.6	Appropriateness and flexibility of the presentation layers	5	Tenderers are asked to fill-in points 35 to 43 of Annex M.
<b>2</b>	<b>Suitability of the DEMO with Cedefop's specifications</b> The tenderer will be asked to build a demo following the specifications presented in ANNEX O.	/20	Tenderers are requested to: <ul style="list-style-type: none"> <li>• follow the instructions as stated in Annex O</li> <li>• fill in section 2 of Annex O</li> <li>• provide access to the demo and</li> <li>• provide print-screens of the CMS and public view before the closing date of submission of tenders.</li> </ul>
2.1	CMS editor productivity (needed time to enter a new event, protection against using the system in a wrong way, needs for support/guidance)	5	
2.2	Adequacy of the technical solutions and modules used, namely out-of the box functions, module involved, configuration, development, etc.	10	
2.3	Efficiency of the proposed system to build such a demo, e.g. amount of resources invested to create the demo	5	
<b>3</b>	<b>Quality of work plan for the migration of the Web portal and CMS</b> The tenderer's proposal will be taken into account for the order form related to the migration; therefore, the proposal should be as realistic as possible as required in Annex N.	/30	The tenderer shall provide a convincing and realistic technical proposal for the set-up of the new web portal and CMS, and migration of the content, as described in Annex N.
<b>3.1</b>	Appropriateness of the envisaged solution for the set-up and configuration of the system and the migration methodology	10	(1) Technical description of the setup and configuration of the new system to receive the content and the functionalities of the previous system, including list of software packages, additional modules and a description explaining why this is the optimal technical solution (2) Description of the methodology for the content migration, preservation of URL addresses and continuity of downloads statistics.
<b>3.2</b>	Suitability of the proposed work-plan	13	(3) A description of the necessary tasks (technical and organisational) (4) A break-down of human resources needed, per profile, together with a description of the proposed team, with reference to the CVs proposed in section 2.4. (5) A detailed Gantt chart with all anticipated activities, tasks and deliverables as well as anticipated milestones (6) Estimation of the meetings and trainings necessary (7) Quantitative and qualitative estimation of the necessary resources (human or other) that the contractor will require from Cedefop or from the incumbent contractor.
<b>3.3</b>	Quality assurance and risk assessment	7	(8) How to ensure handover from incumbent contractor and transfer of knowledge

			(9) The measures that will ensure the quality of the deliverables (e.g. testing) (10) Anticipated problems and way to overcome them.
4	<b>Quality and appropriateness of the services</b> for the hosting and the regular administration, monitoring and support services, as described in Annex Q. The tenderer's proposal is binding and shall be reflected in table 3 of the financial offer.	/10	Description of how technical support, monitoring and maintenance of the system will be optimally carried out. The proposal should include at least : <ul style="list-style-type: none"> <li>• output in terms of availability and response time of the systems and of the support services (also referring to minimum requirements set in Annex Q)</li> <li>• procedures and tools to achieve above results</li> <li>• methodology and tools for reporting, monitoring and resolving issues, incident management</li> <li>• composition of the team, arrangements for secure and easy communication with Cedefop, number of assisting staff, back-up/ replacement arrangements</li> <li>• risk assessment.</li> </ul>
5	<b>Quality and appropriateness of the services</b> for web developments as per section 2 of the terms of reference (see 2.4.3.)	/10	Description of how the Web-development services will be carried out to ensure the quality of the deliverables. The proposal should include at least: <ul style="list-style-type: none"> <li>• workflow describing the complete life-cycle of development including requirements for gathering, analysis, financial proposal, offer, implementation, testing and delivery (see 2.4.3)</li> <li>• composition of the team, arrangements for secure and easy communication with Cedefop, number of assisting staff, back-up/ replacement arrangements</li> <li>• risk assessment.</li> </ul>

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 award (evaluation) criteria 1-5 above, and
- obtain an overall total score (Total Quality value) of less than 65 (of a maximum of 100) points against the award (technical) criteria, will not be considered acceptable and will be eliminated from further evaluation. Only the technically compliant (acceptable) tenders as per the above will be subject to Financial (Price) Evaluation (5.2).

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 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.

The tenderer shall identify a Project Manager within his organisation who will represent the single contact point for all administrative and operational communication in regards to the contract implementation. As appropriate, the Project Manager as defined in points 2.5 and 3.2.2 can also act as Project Manager or two different persons can be identified. Cedefop will also designate the Contact Person in charge of handling the contact with the selected tenderer.

In addition to the above the tenderer must clearly specify which parts of the work will be subcontracted (if any) and specify the identity of those subcontractors only undertaking more than 10% of the work by value (or of *all* subcontractors if total subcontracting is above 40% of the work by value) as requested in point 4.2.

## 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 award criterion will have their financial proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered (**Total Financial Offer TFO**) in Annex H (see also point 5.3). This total price is an automatically calculated figure, based on the prices offered by the tenderer in the Financial Offer spread sheet.

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 (see Draft Framework Contract in 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.

#### 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 unit price (per person-day) or whole service 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** and **5.3**). 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 **40%**.

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.

#### 5.2.2. Financially unacceptable tenders

In the context of financial evaluation, the Evaluation Committee could find that tenders are unacceptable because the price is abnormally low (see point 5.2.1).

Such tenders will have to be rejected by the Evaluation Committee, independently of their quality value as determined in the preceding (technical) evaluation stage.

### 5.3. Financial offer and 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 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.

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.

## **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.

### **6.3. Envelope C – Financial proposal**

One original signed version and three copies of:

- the Financial Offer 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](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](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**

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

# **ANNEX G**

## **Questionnaires 1-4**

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

# **ANNEX H**

## **Financial Proposal**

**(Given as a separate Excel file)**

# **ANNEX I**

## **Models of power of attorney**

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

# **ANNEX J**

## **Model of Letter of Intent for Subcontractor/s**

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

# ANNEX K

## GLOSSARY OF TERMS

<b>Budget breakdown</b>	The schedule which breaks down the contract value according to the different items or services, stating out fee rate, unit prices and lump sums for each item provided (Services, Supplies, Works).
<b>Consortium</b>	A grouping of eligible natural and legal persons or public entities which submits a tender or an application, under a tender procedure or in response to a Call for Tenders. It may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the Contracting Authority (Cedefop).
<b>Content management system (CMS)</b>	A system used to manage the content of a Web site.
<b>Contract</b>	<p>Direct Contract: contract containing all the details necessary to implement it (as opposed to FWC)</p> <p>Framework Contract (FWC): contract establishing only the general outline of the services or goods to be delivered and requiring an additional step to make the actual purchase</p> <p>Specific Contract or order form: contract specifying details of a particular task based on the previously signed framework contract</p> <p>Purchase Order: request for services, supplies or works used generally for procurement of a value below €25 000 as an equivalent to a contract</p>
<b>Contracting Authority</b>	Cedefop
<b>Efforts</b>	The amount of resources (human, time, equipment and/or material) assigned to tasks in a project.
<b>Evaluation committee</b>	A committee made up of an odd number of members (at least three) with the necessary technical and administrative expertise to give an informed opinion on tenders.
<b>Evolutionary maintenance</b>	The modification after delivery to correct faults, to improve performance or other attributes.
<b>Financial offer</b>	The part of a tender which contains all the financial elements of the tender, including its summary budget and any detailed price breakdown or cash-flow forecast required by the tender dossier.

<b>Framework contract (FWC)</b>	<p>A framework contract is a contract concluded between Cedefop (the Contracting Authority) and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts and/ or Order Forms to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged.</p> <p>Cedefop may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.</p>
<b>General conditions</b>	<p>The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.</p>
<b>Public site</b>	<p>A location on the World Wide Web that is accessible by anyone with a Web browser and access to the Internet.</p>
<b>Special Conditions</b>	<p>The special conditions laid down by Cedefop (the Contracting Authority) as an integral part of the tender specifications (tender dossier), including amendments to the General Conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).</p>
<b>Staging environment</b>	<p>An environment that usually consists of a staging database server and a staging server used for testing solutions and data applications before they enter production.</p>
<b>Tender</b>	<p>A written or formal offer to supply goods, perform services or execute works for an agreed price and under agreed conditions.</p>
<b>Tenderer</b>	<p>A natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.</p>
<b>Terms of Reference (ToR)</b>	<p>The document drawn up by Cedefop (the Contracting Authority) setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved (SERVICES).</p>
<b>User Interface (UI)</b>	<p>The design of website and/or applications with the focus on the user's experience and interaction. The goal of user interface design is to make the user's interaction as simple and efficient as possible, in terms of accomplishing user goals.</p>

# **ANNEX L**

## **Cedefop web design**

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

# **ANNEX M**

## **CMS requirements list and fit-gap reply form**

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

# ANNEX N

## Instructions for the exercise (award criterion 3)

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

# **ANNEX O**

## **Description of the demo**

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

# ANNEX P

## Indicative data related to website and CMS' daily work

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

# **ANNEX Q**

## **Hosting-patching-security-monitoring**

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