

Thessaloniki, 31/03/2010
RS/PRO/DELE/2010/140

OPEN INVITATION TO TENDER
AO/RPA/JVLOO-PDE/DataSkillsObsolescence/001/10
‘DATA COLLECTION SKILLS OBSOLESCENCE AMONG AGEING WORKERS’
Contract notice: 2010/S 63-092824 of 31/03/2010

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 Tendering Specifications. You should note however the following important points concerning the submission of a tender and its implications.

1. Tenders should be submitted preferably in English, but in any case in one (or in any) of the official languages of the European Union (see point IV.3.6 of the contract notice).
2. Tenders may be submitted exclusively in one of the following ways:

(a) by post to be dispatched not later than **11/05/2010**, in which case the evidence shall be constituted by the date of dispatch, the postmark or the date of the deposit slip, to the following address:

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:

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.*

Do not attach your offer to the confirmation e-mail or fax.

or

(b1) by courier service to be dispatched not later than **11/05/2010**, in which case the evidence shall be constituted by the date of dispatch, or the date of the deposit slip,

or

(b2) delivered by hand not later than **17h00** on **11/05/2010**, 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:

European Centre for the Development of Vocational Training (Cedefop),
Procurement Service
Attention of Mr G. Paraskevaidis
Europe 123, GR-57001 Thessaloniki-Pylea
Greece
Tel: +30 2310 490 111 / 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/RPA/JVLOO-PDE/DataSkillsObsolescence/001/10 ‘DATA COLLECTION SKILLS OBSOLESCENCE AMONG AGEING WORKERS’ 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 tendering specifications.

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible so that there can be no doubt as to words and figures. **It is a mandatory requirement for the tenderer 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. Absence of this signed cover letter may lead to rejection of the offer.**
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 **25/05/2010, 11h00** (local time). 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:

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 tendering documents. Any request for additional information must be made in writing by fax (fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.europa.eu).

Requests for additional information/ clarification should be received by 03/05/2010. No such requests will be processed after that date.

The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.

Any additional information, including that referred to above, will be published on Cedefop’s website. Please ensure that you visit regularly the site for updates.

After the opening of tenders:

- If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.
- 8. All costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.
- 9. 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. This decision must be substantiated and the tenderers notified.
- 10. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon signature of the contract with the successful tenderer.
- 11. Tenderers are informed that for the purposes of safeguarding the financial interest of the Communities, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF). Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, upon request to Cedefop's Head of Finance and Procurement.
- 12. 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). Such required personal data will be processed by Cedefop's Finance & 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 Community institutions and bodies and on the free movement of such data. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the Head of Finance & Procurement Service. 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.
- 13. All tenderers will be informed in writing of the results of this tender procedure.

Yours sincerely,

signed G. Paraskevidis
Head of Finance and Procurement

Attached: Tendering Specifications

OPEN INVITATION TO TENDER

AO/RPA/JVLOO-PDE/DataSkillsObsolescence/001/10

**‘DATA COLLECTION SKILLS OBSOLESCENCE
AMONG AGEING WORKERS’**

Tendering Specifications

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Introduction to Cedefop

- 1) Founded in 1975 ⁽¹⁾ and based in Greece since 1995, the European Centre for the Development of Vocational Training (Cedefop) is an agency of the European Union (EU) supporting European vocational education and training (VET) policy development. Its strategic objective for 2009-11 ⁽²⁾ is to ‘contribute to excellence in VET and strengthen European cooperation in developing, implementing and evaluating European VET policy’.
- 2) This strategic objective is supported by four priorities, namely:
 - (a) informing European VET policies;
 - (b) interpreting European trends in and challenges for skills, competences and learning;
 - (c) assessing VET’s benefits;
 - (d) raising the profile of VET.
- 3) Cedefop supports the European Commission, Member States (as well as the associated countries of Iceland and Norway) and social partners by:
 - (a) using its expertise, gathered through research, analysis and networking, to identify trends and challenges and propose ideas for VET policies;
 - (b) bringing together policy-makers, social partners, researchers and practitioners to share ideas and debate proposals on the best ways to tackle the challenges we face;
 - (c) encouraging European approaches, principles and tools to improve training and achieve common aims;
 - (d) raising awareness and understanding of how vocational education and training is evolving, and how it contributes to lifelong learning and other policies;
 - (e) disseminating information through websites, publications, networks, study visits, conferences and seminars.

Cedefop carries out its role through the tasks set out in its founding regulation. It disseminates information through its website, publications, networks, study visits, conferences and seminars.

- 4) Cedefop’s web portal www.cedefop.europa.eu includes news on training developments, information on vocational education and training systems in Europe, statistics and indicators, collaborative workspaces and a bibliographical database as well as information about Cedefop.
- 5) Information about Cedefop’s publications, many of which can be downloaded, can be found at the Cedefop bookshop at <http://www.cedefop.europa.eu/EN/publications.aspx>. Cedefop’s wide range of books covers themes such as vocational education and training policy, research, future skill needs, learning outcomes, European qualifications framework and the validation of informal and non-formal learning.

⁽¹⁾ Council Regulation of 10 February 1975 establishing a European Centre for the Development of Vocational Training (Cedefop) EEC No 337/75, *Official Journal of the European Communities* L39, 13.2.1975 as last amended by Council Regulation EC No. 2051/2004.

⁽²⁾ Cedefop, *Enhancing European cooperation in vocational education through evidence and expertise: continuity, focus and flexibility: Cedefop’s medium-term priorities 2009-11*.

1 Overview of this tender

1.1 Description and type of the contract

- a) Title of the contract: Data collection skills obsolescence among ageing workers
- b) The aim of this contract is to deliver a dataset which enables Cedefop to carry out detailed analysis of skill obsolescence among ageing workers. The dataset will result from a survey among employed individuals in at least three EU Member States using a questionnaire developed in close consultation with Cedefop. Next to the dataset, a data collection and quality report should be provided.
- c) Type of contract: Service contract

1.2 Place of delivery or performance

The tasks must be completed externally.

1.3 Division into lots

This invitation to tender is not divided into lots.

1.4 Variants

Tenderers **may not** offer variant solutions to what is requested in the technical specifications.

1.5 Value or quantity of purchase

Estimated budget available for this activity is **95 000 EUR**.

1.6 Validity of tenders

Tenderers must maintain the validity of their tender for at least 6 months following the deadline of submission of tenders, i.e. until **11/11/2010**.

1.7 Duration of the contract

The contract shall enter into force **on 01/10/2010** and shall be valid for a period of **11 months**.

1.8 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.

1.9 Publication rights and intellectual property

Following the provisions of the service contract to be signed and Cedefop's citation policy, Cedefop's name will appear on the title page of publications. Acknowledgment to the external service providers/contractors, experts and other contractors will appear on a specific acknowledgement page. Articles published by Cedefop in readers will bear the name of their authors and be cited as such.

Any results or rights, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by Cedefop, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation. Please note that Cedefop shall not be required to distribute or publish documents or information supplied in performance of the Contract.

Documents and/or analyses based in whole or in part upon the work undertaken in the context of the contract may be published given prior written approval by Cedefop.

2 Technical specifications

2.1 Introduction

Cedefop forecasts and analysis of skill demand and skill supply provide a core input to debates on future developments in European labour markets. Policy-makers increasingly recognise the added value of anticipating skill trends to support evidence-based policy-making. By examining developments in economic sectors, occupations and skill levels, the regularly updated projections provide a much needed overall assessment of macro-economic labour market trends in the EU and its Member States.

Parallel and in close connection to its skill demand and skill supply activities, Cedefop is also analysing skill mismatch at various levels. To guide such analysis, five priorities for research have been identified³. These priorities are: 1) improve measurement of skills and skill mismatch; 2) examine the persistence of skill mismatch and its impacts; 3) improve understanding of skill mismatch processes, its dynamics and the consequences of skill mismatch; 4) focus on skill mismatch for vulnerable groups on the labour market; and 5) improve data availability and use⁴. The work carried out in the context of this tender and subsequent analysis by Cedefop aims to address aspects present in all research priorities simultaneously.

Attention among policy makers for skill obsolescence as an explanation for mismatch has increased significantly as a result of increasing changes in work and organisations. Cedefop (2009) concluded that from a lifelong learning policy perspective, the question of how and how fast skills become obsolete is crucial. However, this preoccupation has not been endorsed by current research, with most empirical studies dating back to the 1970's and early 1980's. Current research on skills obsolescence tends to focus on its impact on wages. Apart from some insights dating back to classical studies among engineers (for an overview, see Cedefop, 2009 and De Grip et al, 2002), little is known about how fast different types of skills become obsolete, how skill obsolescence interacts with training and skill development and how skills obsolescence processes work.

2.2 General purpose

The general purpose of this contract is to organise a survey and to deliver a dataset which enables a detailed analysis of skill obsolescence among ageing workers. In this context, ageing refers to the process of getting older at work, without specifying boundaries to identify a specific group of ageing workers. The dataset should allow for empirical analysis of the speed of obsolescence for different types of skills and deepen understanding on how different types of skills obsolescence processes work, using age and other individual and workplace characteristics as explanatory variables. The dataset will result from a survey among employed individuals in at least three EU Member States using a questionnaire developed in close consultation with Cedefop. Cedefop will provide a draft questionnaire that should be used as a basis.

Cedefop proposes to include Finland, Romania and Germany in the survey. Tenderers may, however, propose an alternative set of countries, provided that they duly justify their choice and that the chosen set of countries reflects some geographical and economic diversity. Tenderers are required to include at least three EU Member States in the survey, but may propose to include additional EU Member States.

³ See Cedefop (2009). Skill mismatch: Identifying priorities for future research. Cedefop working paper no 3. Thessaloniki. Available online at <http://www.cedefop.europa.eu/EN/publications/5987.aspx>

⁴ A first Cedefop study on skill mismatch, that gives a broad overview of different types of mismatch, its causes and impacts and its implications for policy (Cedefop, 2010. The skill matching challenge: Analysing skill mismatch and policy implications) is available on-line: <http://www.cedefop.europa.eu/EN/publications/15275.aspx>.

2.3 Description of the work packages and tasks

The work comprises three work packages and related tasks:

Work package	Task
1	Identification of survey outcomes and development of master questionnaire Identify, in close collaboration with Cedefop, the desired outcomes of the survey. Develop and design, using as a basis a draft questionnaire provided by Cedefop, and in close collaboration with Cedefop, an English master survey questionnaire. In particular, the contractor will help in refining and proposing alternative formulations and/or phrasing of questions, where appropriate, based on experience with carrying out surveys.
2	Implementation of the survey Develop national (translated) questionnaires and organise and implement pre-testing in the target countries. Analyse the results of the pre-tests and identify to what extent and how questions need reformulation to support correct understanding and to avoid differences in interpretation between the target countries. Revise the master and national questionnaires in the light of the outcome of the pre-tests, in close collaboration with Cedefop. Develop a detailed planning and organisation scheme and set up a timetable and quality control measures for all stages of implementation, to be discussed with Cedefop before the fieldwork starts. Carry out the fieldwork in the target countries in line with the following requirements: - In each of the target countries, a representative sample of the employed population should be drawn. Representativeness with respect to age, sector of employment, and occupation should be ensured. - The survey should be carried out by CATI (computer assisted telephone interviewing) or web (internet) interviewing. - Interviews should last between 10 and 15 minutes per respondent. - The net number of cases included in the dataset for each target country should be at least 1000 employed individuals who have completed the survey.
3	Preparation and delivery of dataset and data collection and quality report Process, edit and check the data. Implement appropriate weighting and estimation procedures. Produce a data collection and quality report. Prepare dataset to be delivered to Cedefop.

2.4 Deliverables and timetable (outcome)

The specific activities, reports and data file delivery covered by this contract must be implemented by the following deadlines:

Work package	Task	Related meetings with project managers at Cedefop
1	Identification of survey outcomes and development of master questionnaire - Start of the work: October 2010 - Delivery of master questionnaire: December 2010	At the start of the work (inception meeting)
2	Implementation of the survey - Start of the work: January 2011 - Implementation finalised: April 2011	Upon submission of organisation and planning report (interim report) approx. February 2011
3	Preparation and delivery of dataset and data collection and quality report - Start of the work: May 2011 - Delivery of dataset and data collection and quality report: June 2011	Upon delivery of dataset and data collection and quality report (final report)

2.5 Reports and deliverables

The following reports and deliverables are required:

The master questionnaire in English and the translated national questionnaires: in **December 2010**.

Organisation and planning report (interim report) is due 1 month (approx. **February 2011**) after the implementation of the survey starts (work package 2). It should detail the organisation and planning of the survey in the target countries, the survey methodology, the workplan and the timetable for survey implementation before the fieldwork starts.

Data collection and quality report (final report) is due in **June 2011**. It should detail technical aspects and stages of survey implementation and provide an overall assessment of the feasibility of possible future surveys among individuals focusing on skills obsolescence at a larger scale.

The dataset, to be delivered in SPSS data format and ASCII text data in fixed format (i.e. values padded to fixed character widths) or in comma-delimited format, so it can be used by software other than SPSS (if required). The data files must contain at least 1000 individual cases for each target country. The data files must contain all raw data gathered for all target countries and weighting information. Variable labels and, where appropriate, value labels should be provided. In addition, all syntax files used for data processing and weighting must be delivered to Cedefop.

2.6 Meeting and Travel expenses

The contractor will be requested to attend **three scheduled 1-day meetings at Cedefop**, as referred in point 2.4. **All costs incurred (travel, accommodation, etc) related to Cedefop's meetings have to be included in the financial offer (5.4), point c of Table 1.**

Any other travel, accommodation etc. expenses that may occur in performing the tasks as described in the technical specifications, have also to be included in the financial offer (5.4), point b of Table 1.

Any extra travel, accommodation etc expenses besides those mentioned above, 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 separately, according to its relevant rules (see Annex III of the draft contract in Annex B).

3 Specific information concerning participation to this tender

Tenderers must meet the exclusion and selection criteria and have the legal position to allow them to participate in this tendering procedure.

In case any document(s) concerning exclusion (point 3.1) and selection criteria (point 3.2) is/are missing, the tender will automatically be rejected. Cedefop reserves the right to ask for additional clarification, if needed, only on documents presented within the tender. Missing documents will not at all be requested. Before sending, please therefore make sure that all requested documents are included.

3.1 Exclusion criteria

Participation to this tender 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 in Annex C. Therefore all tenderers, all consortium members (if any) and all subcontractors identified as per point 4.2, (if any) shall provide the self-declaration found in Annex C duly signed and dated.

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

3.2 Selection criteria

The tenderers must submit evidence of their economic, financial, technical and professional capacity to perform the contract.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Economic & Financial capacity

Requirement

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

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

- **a statement of tenderer's turnover supported by Audited Financial Statements including the Profit and Loss Account or equivalent for each of the last three years.**

In case of consortium (grouping) or subcontracting each member of the consortium and all sub-contractors (in line with point 4.1 or 4.2 of the tender documents) must provide the required evidence for the economic and financial capacity.

In case tenderers are unable to furnish such documents they are required to provide justification for non provision.

Technical and professional capacity

Requirements

Tenderers must demonstrate qualifications, knowledge, skills and the ability to perform the tasks outlined in the technical specifications. In particular, the tenderer must comply with the following requirements:

- **Three (3) years** individual experience and **five (5) years** company's experience in the field of empirical data collection described above (development, design and implementation of international surveys in social science contexts) including the linguistic capacity to understand, speak and write fluently to a high standard in English during the entire course of the project.
- Technical capacity for carrying out a survey among individuals focusing on skills obsolescence in targeted Member States.

The following documents or information must be presented as evidence of compliance with the above criteria:

- description of the professional capacity of the tenderer, especially with regards to empirical data collection among individuals in social science contexts and linguistic ability, attested by
 - ✓ the detailed CVs of those involved in providing the services showing three (3) years individual experience
 - ✓ a company profile
 - ✓ a list of contracts/projects/studies similar in terms of size, nature and duration carried out by the tenderer over the past 5 (five) years
- a description of the tenderer's empirical data collection infrastructure (facilities, etc.) to develop, design and carry out surveys among individuals.

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 (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 by 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. To identify himself the tenderer must complete a Legal Entity Form found in Annex D which must be 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 also sign(s) the cover letter as per point 4 of this invitation*) 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

Participation in 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 106 of the Financial Regulation the participation is also open to all natural and legal persons in any non-EU country which has an agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

A natural or legal person can take part (as an individual tenderer or as member of a consortium submitting a tender) in no more than one tender. In such 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.

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.

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 G) 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 G, 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 G, 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 G) 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.

The tenderer must clearly indicate in his offer which parts of the work and what percentage (of the work by value) will be sub-contracted (if any). The tenderers should submit duly filled-in and signed by each sub-contractor the Form in Annex H (Model of Letter of Intent for Subcontractor/s).

If the subcontractors cannot already be clearly identified by the tenderer, then he should at least clearly identify a list of potential subcontractors in the bid. Additionally the tenderer should specify:

- the identity of those subcontractors only undertaking between 10% and 40% of the work by value,
- the identity of all subcontractors if the total sub-contracting is above 40% of the work by value. In this case each and every sub-contractor, independently of his contribution to the work by value, must be identified.

For each subcontractor, identified as per the above two bullets, the tenderer must:

- provide a document stating clearly the identity, roles, activities and responsibilities of subcontractor(s);
- provide a Letter of Intent signed by the subcontractor stating his unambiguous undertaking to collaborate with the tenderer if the latter wins the contract and the extent of the resources that he will put at the tenderer /contractor's disposal for the performance of the contract;
- provide the required evidence for the capacity of the subcontractor(s) in regards to the exclusion and selection criteria.

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 sub-contractor(s) altogether fulfil the criteria.

Where no sub-contractor is given (meaning that possible individual sub-contracting is below 10% by value), the work will be assumed to be carried out directly by the tenderer (single tenderer or group of tenderers (consortium)).

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 (best quality-price ratio).

A quality-price ratio will be calculated for each tender by dividing the total points for quality by the price, thus indicating which tender represents the best value for money.

5.1 Technical evaluation

The following technical award criteria will be applied to this tendering procedure:

- Award criterion 1 – Understanding of the purpose of the activity to be carried out in the context of the contract **(10 points)**;
- Award criterion 2 – Relevance and soundness of the methodological approach proposed to carry out the tasks **(35 points)**;
- Award criterion 3 - Selection of countries for the survey **(15 points)**;
 - ✓ Geographical distribution of the 3 chosen countries to include in the survey (5 points);
 - ✓ Inclusion of two additional EU Member States in the survey beyond the minimal requirement of three (10 points);
- Award criterion 4 – Allocation of human resources in relation to the type of activities to be carried out **(20 points)**;
- Award criterion 5 – Project organisation and mechanisms to guarantee successful and on-time delivery of tasks with adequate quality and risk management **(20 points)**;

Tenders scoring less than **65 (of a maximum of 100) points** against the technical criteria, will not be considered acceptable and will therefore not have their financial proposal evaluated.

5.2 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 technical specifications. To this end, the tenderer must provide the following documents and/or information to allow evaluation of their offer according to the technical criteria mentioned above:

For award criterion 1:

A concise discussion of the subject, demonstrating in-depth understanding of the objectives of the activity (maximum 3 pages).

For award criterion 2:

A detailed description of the methodological approach to be followed to carry out the tasks specified in all work packages (see the structure and specifications in 2.4).

For award criterion 3:

A concise justification for the choice of the three (3) countries to be included in the survey and inclusion of additional EU Member States in the survey beyond the minimal requirement of three (maximum 1 page).

For award criterion 4:

A description of the work organisation and management, i.e. the team to be assigned to the project and the distribution of tasks among them.

For award criterion 5:

A detailed time-table with description of quality measures, i.e. the deliverables and different stages of work to ensure successful and on-time delivery of tasks, including an analysis of the difficulties likely to be encountered in carrying out the work and an indication of how the tenderer intends to address these difficulties.

5.3 Financial evaluation

Only tenders scoring **65 points or more (of a maximum of 100) points** against the technical award criteria will have their financial proposal evaluated. The evaluation will be made on the basis of the **total price** (a+b+c) offered in table 1 – Price schedule table (see point 5.4 below).

5.4 Financial proposal

The financial proposal should indicate the total price in order to carry out all the activities indicated in the technical specifications. The tenderers must fill in the following table 1 - price schedule table and present a detailed breakdown of the price offered.

Table 1: Price schedule table (all fields are mandatory)

	Services	Price (VAT exempt)
a)	Price to carry out all the activities described in the technical proposal	(I) Number of person-days: (II) Price per person-day: Sub Total (1) = (I) x (II):
b)	All estimated travel, accommodation, etc. expenses related to performance of the tasks (indication of total amount)	Sub Total (2) =
c)	Attending 3 (1-day each) meetings at Cedefop premises (indication of total amount for all 3 meetings)	Sub Total (3) =
	Total price: sum of sub totals (1+2+3):	

Information concerning price

- The prices quoted must be fixed and not revisable.
- Prices must be quoted in euro and include all expenses.
- Any extra travel 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 separately, according to its relevant rules (see Annex III of the draft contract in Annex B).
- 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 may not therefore be included in the calculation of the price quoted. **The VAT amount must be indicated separately (applicable to tenderers established in Greece only): ... €**

6 Information on presentation and content of tender

It is extremely important that tenderers present their tender in the correct format and 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:

- a cover letter duly signed from the individual(s) entitled to sign the contract in case of contract award, as requested in point 4 of the invitation to tender;
- the exclusion criteria declaration as requested in point 3.1 and standard template found in Annex C
- the selection criteria documents as requested in point 3.2
- the legal entity form as requested in point 3.3 and found in Annex D
- the financial identification form as found in Annex E completed by the single tenderer or by the party nominated as representative for the payments in case of groupings (subcontractors don't need to submit this form)
- all relevant documentation concerning joint offers-groupings and subcontracting, if any, as requested in points 4.1, 4.2 and found in Annexes G and H
- the checklist found in Annex F

6.2 Envelope B – Technical proposal

One original signed unbound version and three bound copies of:

- the technical proposal providing all information requested in point 5.2

6.3 Envelope C – Financial proposal

One original signed version and three copies of:

- the financial proposal containing all information requested in point 5.4.

ANNEX A

CONTRACT NOTICE

ANNEX B

DRAFT CONTRACT

ANNEX C

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

The undersigned.....[*name of the signatory of this form, to be completed*]:

- in his/her own name..... (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator*)
or
- representing..... (*if the economic operator is a legal person*)

official name in full (*only for legal person*):.....

official legal form (*only for legal person*):.....

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

f) is not the subject of administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of its obligation under contract covered by the budget.

In addition, the undersigned declares on their honour that:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) the information provided to Cedefop within the context of this invitation to tender is accurate, sincere and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under Article 134b in conjunction with Article 133a of the Commission Regulation (EC, Euratom) No 2342/2002 of 23/12/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, which may be applied by analogy by Cedefop if any of the declarations or information provided prove to be false.

Full name

Date

Signature

ANNEX D

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/execution/legal_entities_en.htm

ANNEX E

FINANCIAL IDENTIFICATION FORM

(to be downloaded, depending on the nationality of the tenderer, from the following website)

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

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

<u>Mandatory</u> 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
<u>Envelope 'A' must contain</u> one original and one copy of:		Yes	No	
- this checklist	Annex F & point 4 - page 2	☐	☐	
- duly signed cover letter				
- exclusion criteria declaration (If applicable, including those of consortia and subcontractors)	Annex C, 3.1, 4.1 & 4.2	☐	☐	
- selection criteria documents (If applicable, including those of consortia and subcontractors)	3.2, 4.1 & 4.2	☐	☐	
- legal entity form	Annex D, 3.3	☐	☐	
- financial identification form	Annex E, 6.1	☐	☐	
- joint offers and/or subcontractors if applicable	Annex G & H, points 4.1 & 4.2			
<u>Envelope 'B' must contain</u> one original and three copies of:				
- the technical proposal	5.2	☐	☐	
<u>Envelope 'C' must contain</u> one original and three copies of:				
- the financial proposal	5.4	☐	☐	

You should also ensure that:

☐	your offer is formulated in one of the official languages of the European Union.
☐	both the technical and financial proposals of the offer are signed by you or your duly authorised agent.
☐	your offer is perfectly legible in order to rule out any ambiguity.
☐	your offer is submitted in accordance with the envelope system as detailed in the invitation to tender point 3.
☐	the outer envelope bears the information mentioned in the invitation to tender point 3.

ANNEX G

MODEL 1 - POWER OF ATTORNEY

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP (CONSORTIUM) AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

Signatory 1 (Name, Function, Company, Registered address, VAT Number)

Signatory 2 (Name, Function, Company, Registered address, VAT Number)

.....

Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case Cedefop awards the Service Contract («the Contract») to Company 1, Company 2, ..., Company N («the Group Members»), based on the joint offer submitted by them on for the provision of services for ... («the Services»)

(1) As co-signatories of the Contract, all the Group (Consortium) Members:

(a) Shall be jointly and severally liable towards Cedefop for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as Group (Consortium) Leader. [N.B.: The Group Leader has to be one of the Group Members]

(3) Payments by Cedefop related to the Services shall be made through the Group (Consortium) Leader's bank account. [Provide details on bank, address, account number, etc.].

(4) The Group Members grant to the Group (Consortium) Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks:

(a) The Group (Consortium) Leader shall sign any contractual documents — including the Contract and Amendments thereto — and issue any invoices related to the Services on behalf of the Group Members.

(b) The Group (Consortium) Leader shall act as single point of contact for Cedefop in connection with the Services to be provided under the Contract. He shall co-ordinate the provision of the Services by the Group (Consortium) Members to Cedefop, and shall see to a proper administration of the Contract.

For any modification to the present agreement / power of attorney Cedefop shall be expressly notified.

This agreement / power of attorney shall expire when all the contractual obligations of the Group (Consortium) Members towards Cedefop in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without Cedefop's consent.

Signed in on

Name, Function, Company

Name, Function, Company

Name, Function, Company

Name, Function, Company

MODEL 2 - POWER OF ATTORNEY

Agreement / Power of Attorney

(CREATING THE GROUP (Consortium) AS SEPARATE ENTITY, APPOINTING A GROUP/ CONSORTIUM MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

Signatory 1 (Name, Function, Company, Registered address, VAT Number)

Signatory 2 (Name, Function, Company, Registered address, VAT Number)

.....

Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

In case Cedefop awards the Service Contract («the Contract») to Company 1, Company 2, ..., Company N («the Group Members»), based on the joint offer submitted by them on for the provision of services for ... («the Services»)

(1) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the Cedefop for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.

(2) To this effect, the Members have set up under the laws of the Group / Consortium..... . The Group has the legal form of a [Provide details on registration of the Group: VAT Number, Trade Register, etc.].

(3) Payments by Cedefop related to the Supplies or the Services shall be made through the Group's bank account. [Provide details on bank, address, account number, etc.].

(4) The Group / Consortium Members appoint Mr/Ms as Group / Consortium Manager.

(5) The Group / Consortium Members grant to the Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

(a) The Group / Consortium Manager shall sign any contractual documents — including the Service Contract and Amendments thereto — and issue any invoices related to the Services on behalf of the Group / Consortium Members.

(b) The Group / Consortium Manager shall act as single point of contact for Cedefop in connection with the Services to be provided under the Contract. He/she shall coordinate the provision of the Services by the Group / Consortium Members to Cedefop, and shall see to a proper administration of the Contract.

For any modification to the present agreement / power of attorney Cedefop shall be expressly notified.

This agreement / power of attorney shall expire when all the contractual obligations of the Group / Consortium Members towards Cedefop in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without Cedefop's consent.

Signed in on

Name Function Company

Name Function Company

Name Function Company

Name Function Company

ANNEX H

Model of Letter of Intent for Subcontractor/s

The undersigned:
Name of the company/organisation:
Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to (name of the tenderer).

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular Article II.17 in relation with checks and audits.

Full name

Signature

Date

.....