



CEDEFOP

European Centre for the Development
of Vocational Training

Area Resources

Finance and Procurement, Procurement Service

Thessaloniki, 30/08/2010

RS/PRO/YSIRAK/2010/565

OPEN INVITATION TO TENDER

AO/RES/ITK/PowerBuilder development/014/10

‘On-site PowerBuilder development services for in-house ERP applications’

Ref.: Contract notice - 2010/S 167-255562 of 28.08.2010

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 Tender 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.
2. Tenders may be submitted exclusively in one of the following ways:

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

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

Important:

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 any of the above information 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)**):

**European Centre for the Development of Vocational Training (Cedefop),
Procurement Service
Attention of Mr G. Paraskevaïdis
123, Europe Str, GR-57001 Thessaloniki-Pylea,
PO Box 22 427 - 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

AO/RES/ITK/PowerBuilder development/014/10

‘On-site PowerBuilder development services for in-house ERP applications’

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. The absence of a 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 **the date and time specified in the timetable in point 8 below**. Each tenderer may be represented at the opening of tenders by one person. The name of the person attending the opening must be notified in writing by fax (Fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.europa.eu) at least two working days prior to the opening session.
7. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

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 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 the date and time specified in the timetable in point 8 below. 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 up to the closing date for receipt of tenders.

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.
- Tenderers should not contact the contracting authority (i.e. Cedefop) on their own initiative after the tenders have been opened.
- The non-submission with the offer of the mandatory documents required in the Tender Specifications below in regards to the Exclusion and Selection Criteria, will lead to rejection of the respective tender without requesting any clarification. Clarifications during the first phase (exclusion and selection criteria) may be asked only for presented documents.
- If the supporting documents for the assessment of an award criterion are missing, these may not be requested as clarification either, because this would alter the proposal. Any requests for clarification in that regard should not lead to amendment of the terms of the tender. The tenderers' replies must serve solely the purpose to provide the Evaluation Committee with a clarification regarding the offer in relation to the technical proposal or concerning obvious clerical errors in the financial offer. Neither the technical content of the tender nor the financial offer may be changed.
- In case the tenderer alters the total financial offer during a clarification (beyond the correction of any obvious clerical/calculation errors), this offer will be automatically rejected.

8. Timetable:

	DATE	TIME
Deadline for request for any clarifications from Cedefop	28/09/2010	n/a
Deadline for submission of tenders (hand delivered)	07/10/2010	17.00h
Deadline for submission of tenders by post / courier	07/10/2010	n/a
Tender opening session	20/10/2010	11.00h

9. All costs incurred in preparing and submitting tenders are borne by the tenderers.
10. 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.
11. 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.
12. Tenderers are informed that for the purposes of safeguarding the financial interests of the European Union, 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.

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). 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. 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 and Procurement. 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. All tenderers will be informed in writing of the results of the tender procedure.

Yours sincerely,

G. Paraskevaidis
Head of Finance and Procurement

Attached: Tender Specifications

OPEN INVITATION TO TENDER

AO/RES/ITK/PowerBuilder development/014/10

‘On-site PowerBuilder development services for in-house ERP applications’

Tender Specifications

Table of contents

<i>Introduction to Cedefop: strengthening European cooperation in vocational education and training policy</i>	<i>7</i>
<i>1 Overview of this tender</i>	<i>8</i>
1.1 Description and type of the contract	8
1.2 Place of delivery or performance	8
1.3 Division into lots.....	8
1.4 Variants	8
1.5 Value or quantity of purchase	8
1.7 Validity of tenders.....	9
1.8 Duration of the contract	9
1.9 Main terms of financing and payment.....	9
<i>2 Technical Specifications</i>	<i>10</i>
2.1 Background and purpose	10
2.2 Description of tasks and services to be provided	10
2.4 Description of intra-muros conditions.....	10
2.5 Additional requirements and special conditions	11
<i>3 Specific information concerning participation to this tender</i>	<i>13</i>
3.1 Exclusion criteria	13
3.2 Selection criteria.....	13
3.3 Legal Position	15
<i>4 Additional information concerning participation to this tender</i>	<i>16</i>
4.1 Joint Offers/ Groupings (Consortia).....	16
4.2 Subcontracting/Subcontractors.....	17
<i>5 Award of the contract.....</i>	<i>18</i>
5.1 Technical evaluation	18
5.2 Technical proposal	19
5.3 Financial proposal / Financial Scenario	20
5.4 Financial evaluation	21
<i>6 Information on presentation and content of tender</i>	<i>22</i>
6.1 Envelope A - Supporting documents	22
6.2 Envelope B – Technical proposal.....	22
6.3 Envelope C – Financial proposal	22

ANNEXES:

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 on Exclusion Criteria and absence of conflict of interest (given as a separate *.doc file)
Annex D:	Legal Entity Form
Annex E:	Financial Identification Form
Annex F:	Checklist of mandatory documents
Annex G:	Questionnaires (1-4) (given as a separate *.doc file)
Annex H:	Financial Offer Form (given as a separate Excel file)
Annex I:	Power of Attorney - Models 1 and 2 (given as a separate *.doc file)
Annex J:	Model of Letter of Intent for Subcontractor/s (given as a separate *.doc file)
Annex K:	Glossary of Terms
Annex L:	Cedefop ICT department's profile (given as a separate file in *.pdf format)
Annex M:	ICT User Policy (given as a separate file in *.pdf format)

Introduction to Cedefop: strengthening European cooperation in vocational education and training policy

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) More information about Cedefop can be found on its website:
<http://www.cedefop.europa.eu>

(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

In submitting his tender, 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 may be, which he hereby waives. 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 tender containing all the required information and documentation may lead to the rejection of the tender. No account can be taken of any reservation expressed in the tender as regards the tender dossier (if necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 7, 2nd bullet, of the Invitation to tender); any reservation may result in the immediate rejection of the tender without further evaluation.

1.1 Description and type of the contract

- a) Title of the contract: *'On-site PowerBuilder development services for in-house ERP applications'*
- b) Short description of content of this contract:
Provision of on-site (intra-muros) services by software developers, related to the maintenance of Cedefop's Financial and Budgetary System (Fibus). Fibus has been developed in-house with PowerBuilder 8 on Sybase ASE v15 and is in production since 01/01/2000. The tasks comprise mainly of development of client application(s) in PowerBuilder 8 and higher versions and database development in Sybase ASE 15.
- c) Type of contract: *Framework Service Contract*, whereby the *services* will be provided following the signature of order forms within the context of the framework contract throughout its validity. The number and content of Order Forms will depend on the needs of Cedefop.

1.2 Place of delivery or performance

The tasks must be performed in the Cedefop premises in Thessaloniki.

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 technical specifications.

1.5 Value or quantity of purchase

The estimated value of the required services described in this call for tenders is **650 man-days** over a **4** year period, with an estimated consumption of 200 days for the first year. The number of man-days will not be distributed evenly over the years. The sum of the amounts 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.

1.7 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 07/04/2011.

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.

1.8 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).

1.9 Main terms of financing and payment

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

2 Technical Specifications

2.1 Background and purpose

Fibus is the Cedefop information system which covers all aspects of finances and budget management and staff data management. Fibus has been developed in-house with PowerBuilder 8 on Sybase ASE 15 and is in production since 01/07/2000

The purpose of this call for tender is the provision of on-site services to ensure corrective and evolutionary maintenance of Fibus. On-site services refer to work performed within the Cedefop premises (“Intra-muros”) in Thessaloniki.

Services will be acquired in the form of man-days. Tasks will be carried out under the supervision of the ICT service, who will decide on how to use best the acquired man-days.

2.2 Description of tasks and services to be provided

The selected Contractor has to perform the following tasks:

- Development of applications using Powerbuilder v8 or higher with Sybase ASE 15 (or higher) as the back-end DBMS;
- Modification and creation of stored procedures (transact SQL) and tables/views in Sybase ASE 15 DBMS;
- Corrective maintenance : correction of bugs of existing applications, optimisation of older programs and modules, re-integration and re-engineering of programmatic constructs aiming at better performance and interoperability;
- Application testing, validation, integration and deployment of new versions;
- Migration to higher versions of Powerbuilder and/or Sybase or from migrations/upgrades to other operating systems and/or servers;
- Technical reporting and documentation in English;
- Second level support on the use of Fibus. Namely: trouble-shooting, bug fixing, problem solving and reporting in connection with the operational use of Fibus.

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

2.3 Description of intra-muros conditions

- (1) The Centre is situated about 800m from the Praktiker crossroads at Pylaia, Thessaloniki (see official address on this document). Access to the Centre is by bus on a limited schedule. The contractor undertakes to cover the cost of transport and to ensure that the developer gets to work on time.

- (2) Services will be acquired in the form of person–days at Cedefop’s site. One person-day is defined to be 8 hours. The services shall be provided within the normal working hours of Cedefop (08h00 to 19h00 - weekdays), with the obligation to arrive before 10:00 am.
- (3) Cedefop disposes of a clock-in and clock-out electronic system which the contractor or his staff shall be bound to use.
- (4) It may be required exceptionally to provide services outside normal working hours or during week-ends, in special cases (e.g. migrations). In this case, Cedefop shall notify contractors of such needs at least 2 weeks in advance, in writing. The contractor will be compensated following the financial schedule in Annex H.
- (5) Working time shall not comprise: lunch breaks, breaks for purposes with no relation to the activities under the present call for tenders, and meetings with the company or the physical person acting as a company that are convened to tackle problems and issues related to a) the pre-sales and post-sales market activities b) any problems resulting from the service(s) provision by the company/physical person.
- (6) Cedefop observes most Greek holidays and is closed for an additional 6 days every year (5 days on Christmas/New Year, Europe Day on May 9th). It is however possible that the Centre may be open during some Greek public holidays during which the person providing on-site services shall be bound to perform work, if required.
- (7) The Centre operates a staff canteen serving lunch from 13:00 to 15:00. The cost of meals currently ranges from 5.00 €– 7.00 € (for information).
- (8) The most widely used language in the Centre is English. The second most widely spoken language is Greek, followed by French and German. All internal written information is communicated in English. Contractors are expected to communicate in writing in English.
- (9) The contractor will be provided with a proper development environment at Cedefop premises (i.e. office space, computer, software, access to e-mail and internet)
- (10) Tasks will be carried out under the supervision of the ICT Service.

2.4 Additional requirements and special conditions

- (1) The tenderer shall identify a contact person within his organisation who will represent the single contact point for all administrative and operational communication in regards to the contract implementation. Cedefop will also designate a contact person in charge of handling the contact with the selected tenderer.
- (2) The proposed developers whose CVs are part of the tenderer’s proposal (see point 3.2) should be those to carry out the tasks specified in point. 2.2 above. If any of the two software developers is unable to perform his

or her duties, Cedefop should be informed within two working days. For his/her replacement the Contractor has to submit the CV (s) and copies of the professional qualifications of the proposed new developer(s) within 5 maximum working days. Cedefop will grant approval for the replacement and appointment of a new developer (other than those originally set out in the proposal), to work on the tasks set out in the Order Form(s)/ Framework Contract only after the CV(s) and copies of the professional qualifications of the new software developer(s) proposed are carefully examined and accepted.

- (3) The contractor shall provide monthly reports of executed tasks. Reports shall contain a brief description of tasks as well as a list of created/modified objects and stored procedures.
- (4) The contractor shall replace within 10 working days a person, working under the present call for tenders if:
 - a) his/her conduct and behaviour are considered to be unsatisfactory;
 - b) his/her abilities and/or performance are considered as unsatisfactory.
- (5) In case of replacement, the contractor commits itself to propose more than one candidate with the same qualifications and experience, for Cedefop to choose.
- (6) The transfer of know-how period related to personnel substitution, between the departing and the new person, has to be agreed between Cedefop and the Contractor depending on the circumstances, and shall not be less than 5 person-days. The costs for the transfer of know-how days for the new person should be covered by the contractor.
- (7) Specific assignments (i.e. Work Orders) under the framework contract are expected to last from one month to one year.
- (8) The contractor should be able to ensure the availability and provide one of the proposed developers within one (1) month following the signature of the framework contract (expected signature by the end of November 2010).
- (9) Throughout the duration of the framework contract, the contractor shall ensure and guaranty the availability of one of the proposed developers within one month after the Order Form is sent to the contractor.
- (10) In case the Centre decides to upgrade the current technological platform (PB v8 and Sybase ASE 15), the contractor will be asked to take all appropriate measures to upgrade developer knowledge to higher versions of the tools used, e.g. through training.

NB: items in this section are binding and are integral part of the future contract. Non-conformance to the tenderer's commitments under this section during the performance of the contract shall constitute a reason for Cedefop to terminate the contract.

3 Specific information concerning participation to this tender

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 group (consortium) members (if any) and the subcontractor/s (if any), identified as per the two bullet-points in the fourth paragraph of point 4.2 below) shall provide the self-declaration found in Annex C duly signed and dated. Failure to provide the declaration(s) on exclusion criteria will lead to the exclusion of the tenderer from further evaluation.

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

In case 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. The eventual non-submission with the tender of the below required documents / statements will lead to the exclusion of the tenderer from further evaluation.

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 those resources at his disposal. This obligation may be fulfilled by presenting statements from those entities or the consortium agreement.

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 overall turnover of the tenderer (of a single company, or of the consortium as a whole, if any) for the last two (2) financial years should be at least **180,000 €**.
- The average annual turnover of the tenderer (of a single company, or of a consortium as a whole, if any) for the last two (2) financial years concerning the type of *services* covered in this call for tenders should be at least **60,000 €**.

Proof of economic and financial capacity

The following documents must be furnished as proof of economic and financial capacity of the tenderer:

- statement(s) of overall turnover of the tenderer (single company, or statements for each consortium member, in case of a consortium) supported by Audited Financial Statements including the Profit and Loss Account or equivalent for each of the last two (2) financial years, to prove that the tenderer's average turnover over that period meets the minimum required;
- statement(s) of turnover of the tenderer (single tenderer, or statements for each consortium member, in case of a grouping/ consortium) concerning the type of services covered in this call for tenders during each of the last two (2) financial years, which will be verified with the information provided in Annex G;

If, for some exceptional reason the tenderer is unable to provide one or other of the above documents he is required to provide justification for 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

Requirements for Technical and professional capacity:

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

- Enrolment in the relevant professional register;
- Adequate structure and resources (e.g. trained and certified technical staff) of the tenderer to perform the services described in the Technical Specifications;
- At least 3 contracts performed in the past three (3) years similar to the scope, size and nature of the services provided as those required in this call for tenders;
- The Tenderer's staff (SW developers), who will be proposed to implement the contract, must have the relevant knowledge and experience for the successful implementation of the contract. The tenderer must provide at least 2 CVs, each showing the following qualifications:
 - a) Experience of at least 240 full man-days with PowerBuilder (version 6 and above) and database development (SQL technology), within the last four (4) years;
 - b) Experience of at least 2 years in writing complex SQL stored procedures, functions, triggers;
 - c) Experience of at least 2 years in application development;
 - d) Experience of at least 1 year in development of applications dealing with accounting and/or Financial Resources and/or Human Resources management;
 - e) Post-secondary degree of at least 2 years in computer sciences or related subject;
 - f) Good command of English.

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 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;
- List of at least **3** contracts performed in the past **three (3)** years similar to the scope, size and nature as those required in this call for tenders, describing the subjects, the amounts, the dates; the percentage performed by the tenderer, and the contracting authorities (Annex G);
- At least two (2) CVs of the software developers who will be proposed to implement the contract. Please read carefully 2.4.(2)

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. 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. Tenderers are also requested to complete the respective form (tables) in Annex G.

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

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 general 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 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.

The tenderer must clearly indicate:

- the identity of those subcontractors only undertaking between 10% and 40% of the work by value,
- the identity of each and every subcontractor if the total subcontracting is above 40% of the work by value, independently of his contribution to the work by value.

For each subcontractor, identified as per any of the above two bullet-points, the tenderer should submit with the offer:

- the Declaration on exclusion criteria and absence of conflict of interest (Annex C) filled-in and signed by the respective subcontractor;
- the required documents to show the economic/financial and technical/professional capacity of the subcontractor as described in points 3.2.1 and 3.2.2;
- 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.

Where no subcontractor is given (meaning that possible individual subcontracting 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** as represented by the highest Total Final Score (TFS) out of 100.

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

$$\text{Total Final Score (TFS)} = 50 * (\text{TQV} / 100) + 50 * (\text{Cheapest TFO} / \text{TFO})$$

Whereby:

TQV = Total Quality Value of the tender, obtained as per the table in point 5.1;

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

50 and 50 are respectively the weightings for quality (TQV) and for price (TFO) scores.

Cheapest Tender Price is the TFO of the cheapest technically compliant tender (i.e. among those having achieved a minimum of 65/100 points (TQV) in the technical evaluation – see below).

The contract shall be awarded to the tenderer that obtains the highest Total Final Score (TFS).

5.1 Technical evaluation

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

The following Award Criteria will be applied to this tender procedure:

Award criteria	Maximum number of points
1. Quality of the proposal to ensure provision of on-site services described in point 2.2 , taking into account the location of Cedefop in Thessaloniki and the on-site conditions described under 2.3.	25
2. Quality of the organisation in place for ensuring that the level of knowledge of the SW developers will be kept up to date for all aspects of the services required in this call for tender	25
3. Quality and efficiency of the work organisation foreseen for management of the contract and communication with Cedefop	25
4. Quality and efficiency of the measures foreseen by the contractor to ensure permanent availability of services, technical competence and service quality during the entire life of the contract	25
Total Quality Value(TQV)	100

In order to guarantee a minimum threshold of quality, offers that do not reach a minimum of 50% of the possible score for each award (evaluation) criterion of the technical evaluation will be eliminated from further evaluation. Tenders scoring as a total less than **65** (of a maximum of 100) points against the award (technical) criteria, will not be considered acceptable and will therefore not have their financial proposal evaluated.

Only the technically compliant (acceptable) tenders as per the above will be subject to Financial Evaluation (5.4).

5.2 Technical proposal

The tenderer's technical proposal should consist of a clear and comprehensive response to the award criteria outlined in section 5.1, organised by award criterion.

For the technical evaluation of the offer against the award (technical) criteria mentioned above, the tenderer must provide:

For award criterion 1

- o Proposal for provision on-site services (point 2.2), taking into account the location of Cedefop in Thessaloniki and all the requirements under 2.2, 2.3 and 2.4.

For award criterion 2

- o Detailed description of the organisation in place for ensuring that the level of knowledge of the SW developers will be kept up to date for all aspects of the services required in this call: e.g. training procedures, related to new releases of PowerBuilder, or related to software development procedures, language course, etc..

For award criterion 3

- o Detailed description of the work organisation foreseen for management of the contract and communication with Cedefop

For award criterion 4

- o Detailed description of the measures foreseen by the contractor to ensure permanent availability of services, technical competence and service quality during the entire life of the contract: e.g. procedures for hiring and replacing the SW developers performing the on-site relevant tasks and services, procedures to retain staff with satisfactory performance, procedures for ensuring timely responses to Cedefop's request for on-site developer, etc..

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 sub-contracting is above 40% of the work by value) as requested in point 4.2.

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

5.3 Financial proposal / Financial Scenario

The financial offer must be clear and in compliance with the tender specifications.

The financial offer is based on a scenario established for tender evaluation purposes only. This scenario is only an reasonable estimation for the maximum period of 4 years. Quantities of services (man-days and hours) cannot be determined precisely at this stage.

The financial offer (TFO) should include the basic cost (one and the same price per man-day, for each of the proposed CVs for the profile “developer”) and an indicative number of annual complementary costs (e.g. overtime and weekend or holiday work). Specifically:

$$\text{TFO} = (650 \cdot A + 20 \cdot B + 20 \cdot C + 24 \cdot D)$$

A: Daily rate per man-day on normal weekdays (normal working days);

B: Hourly rate for work after 19:00 during weekdays;

C: Hourly rate for overtime during weekdays;

D: Hourly rate for work during week-ends and holidays.

Overtime is defined as the additional hours worked on top of a normal working day of 8 hours. Overtime, working after 19:00 hours during weekdays and working during week-ends can be done only if there is a request by Cedefop.

All prices should include all daily expenses. No transportation costs, neither accommodation costs will be reimbursed to the contractor.

Expenses for meetings called by Cedefop, in the context of contract performance, to resolve problems of cooperation (if any) between the two parties or to eventually address repeated shortcomings in the Contractor's obligations, will be at the charge of the Contractor.

In **exceptional cases**, any extra travel expenses that might be needed in order to perform tasks under the contract, shall be subject to Cedefop's prior approval and shall be reimbursed by Cedefop separately, according to its relevant rules (Annex V of the draft contract in Annex B)

The tenderers must fill-in the financial offer spreadsheet, as per Annex H, and present a detailed breakdown of the price offered.

5.4 Financial evaluation

Only tenders that:

- reach a minimum of 50% of the possible score for each award (evaluation) criterion and
 - score minimum 65 points or more (of a maximum of 100) (TQV) against the award criteria
- will have their Financial Proposal evaluated. The evaluation will be made on the basis of the price offered (TFO) in the Financial Proposal as per point 5.3.

For the Financial Evaluation of this tender the weighting that will be used for the calculation of the price score is 50 (i.e. $50 * (\text{Cheapest TFO} / \text{TFO})$). The cheapest offer will receive score 50 since the ratio $\text{Cheapest TFO} / \text{TFO}$ will be equal to 1, and respectively the more expensive financial offers will receive score less than 50, since the ratio $\text{Cheapest TFO} / \text{TFO}$ will be lower than 1.

5.4.1 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 shall, before it may reject this tender, request in writing explanations on the components of the tender, details of the constituent elements of the tender which it considers relevant and shall verify those constituent elements taking account of the explanations received. If in that relation the tenderer cannot explain his price on the basis of the economy of the services or supplies offered, or the method used, or the technical solution chosen, or the exceptionally favourable conditions available to the tenderer, the tender will be rejected.

A price will be considered abnormally low if the financial offer of any tenderer is lower with more than the acceptable margin of deviation from the average price of the technically acceptable offers. The acceptable margin of deviation from the average price (of the financial offers and the estimated by Cedefop price) for this tender procedure is set to **30 %**.

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

- a) apply the acceptable margin of deviation from the average price of the technically acceptable offers and the estimated by Cedefop price 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;
- c) decide on the acceptability of the offer on the basis of the clarification reply received.

5.4.2 Financially unacceptable tenders

Upon conclusion of the evaluation, the committee could find that tenders are unacceptable because the price is abnormally low (see point 5.4.1);

Information concerning price

- The prices quoted must be fixed and not revisable for the first two years of the contract.
- 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.

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 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;
- 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.

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 unbound version and three bound copies of:

- the technical proposal providing all information requested in point 5.2, including information relevant to subcontracting as requested in point 4.2.

6.3 Envelope C – Financial proposal

One original signed unbound version and three bound copies of:

- the financial proposal containing all information as requested in point 5.3.

ANNEX A

CONTRACT NOTICE

(Given as separate file in *.pdf)

ANNEX B

DRAFT FRAMEWORK CONTRACT

(Given as separate file in *.pdf)

ANNEX C

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

(given as a separate *.doc file)

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://europa.eu/comm/budget/execution/legal_entities_en.htm

Legal Entity Form to be completed and signed by a representative of the tenderer (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/comm/budget/execution/ftiers_en.htm

and completed and signed by an authorised representative of the tenderer (with indication of name and function), but not by subcontractors.

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PLEASE NOTE:

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

ANNEX F

CHECK LIST OF MANDATORY DOCUMENTS

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

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please provide an explanation for the reason
		Yes	No	
<u>Envelope 'A' must contain</u>				
one original and one copy of:	6.1	☐	☐	
- Cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award (name and position of the individual(s) entitled to sign contract)	Art. 4 of Invitation to tender; 6.1	☐	☐	
- this Checklist	6.1 & Annex F	☐	☐	
- Exclusion Criteria Declaration (including those of consortium members and subcontractors, if applicable)	3.1, 6.1 & Annex C	☐	☐	
- Legal Entity Form	3.3, 6.1 & Annex D	☐	☐	
- Financial Identification Form	6.1, Annex E	☐	☐	
- selection criteria documents (If applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2, 6.1	☐	☐	
- Annex G (Questionnaires 1-4)	3.2, 3.2.1, 3.2.2, 4.1; 6.1 & Annex G	☐	☐	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, 6.1 & Annex I (models 1 or 2)	☐	☐	
- Letter of intent of subcontractor (if applicable)	4.2, 6.1 & Annex J	☐	☐	
<u>Envelope 'B' must contain</u>				
one original and three copies of:	6.2	☐	☐	
- the technical proposal	2, 5.1, 5.2 & 6.2	☐	☐	
<u>Envelope 'C' must contain</u>				
one original and three copies of:	6.3	☐	☐	
- the financial proposal	5.3, 6.3, (Annex H)	☐	☐	

The tenderers should also ensure that:

☐	the 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 duly authorised agent.
☐	the offer is perfectly legible in order to rule out any ambiguity.
☐	the 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

Questionnaires (1-4)

(given as a separate *.doc file)

ANNEX H

FINANCIAL PROPOSAL

(given as separate Excel file)

ANNEX I
POWER OF ATTORNEY

(MODEL 1 and MODEL 2)

(given as a separate *.doc file)

ANNEX J

Model of Letter of Intent for Subcontractor/s

(given as a separate *.doc file)

ANNEX K – GLOSSARY OF TERMS

Budget breakdown	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).
Consortium	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).
Contract	• Direct Contract: contract containing all the details necessary to implement it (as opposed to FWC) • 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 • Specific Contract or order form: contract specifying details of a particular task based on the previously signed framework contract • Purchase Order: request for services, supplies or works used generally for procurement of a value below €25 000 as an equivalent to a contract
Contracting Authority	Cedefop
Evaluation committee	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.
Fee-based contract	A contract under which the services are provided on the basis of fixed fee rates for each day worked by experts (SERVICES).
Financial offer	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.
Framework contract (FWC)	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. Cedefop may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.

General conditions	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.
Lump Sum Contract	A contract under which the services are performed for an all-inclusive fixed price (SERVICES).
Open procedure	Calls for tenders are open where all interested economic operators may submit a tender.
Project	The project in relation to which the services/works/supplies are to be provided under the contract.
Project manager	The person responsible for monitoring the implementation of a project/contract on behalf of Cedefop.
Service contract	A contract between a service provider and Cedefop for the provision of services such as technical assistance or studies (SERVICES).
Services	Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs (SERVICES).
Special Conditions	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).
Successful Tenderer	The tenderer selected at the end of a tender procedure for the award of contract.
Supplier	Any natural or legal person or public entity or consortium of such persons and/or bodies offering to supply products (SUPPLIES).
Supplies	All items which the Contractor is required to supply to Cedefop (the Contracting Authority), including, where necessary, services such as installation, testing, commissioning, provision of expertise, supervision, warranty, maintenance, repair, training and other such obligations connected with the items to be provided under the contract (SUPPLIES).
Supply contract	Supply contracts cover the purchase of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.
Tender	A written or formal offer to supply goods, perform services or execute works for an agreed price and under agreed conditions.
Tender dossier	The set of tender specifications which contains all the documents needed to prepare and submit a tender.

Tender specifications	Document or set of documents giving full details of the conditions, organisation and subject of the procurement procedure (includes technical specifications).
Tender Price	The sum stated by the tenderer in his tender for carrying out the contract.
Tender procedure	The overall process of putting a contract out for tender, starting with the publication of a contract notice and ending with the award of the contract (contract award notice).
Tenderer	A natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
Technical Specifications	The document drawn up by Cedefop (the Contracting Authority) setting out its requirements and/or objectives in respect of the provision of supplies (or works), specifying, where relevant, the methods and resources to be used and/or results to be achieved (SUPPLIES, WORKS).
Terms of Reference (ToR)	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).
Warranty obligations	The warranty of the Contractor towards Cedefop that the supplies are new, unused, without defects, of the most recent models and incorporate all recent improvements in design and materials.

Where Services, Supplies or Works are not specified the definition applies to all types of contracts.

ANNEX L

Cedefop ICT department's profile

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

ANNEX M

ICT User Policy

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