

FINANCE AND PROCUREMENT

DRS/PRO/GBACH/RB(2018)00967
Thessaloniki, 18 May 2018

OPEN INVITATION TO TENDER

Provision of Travel Agency Services - AO/DRS/JK/TravelAgencyServices/002/18

REFERENCE: *Contract notice 2018/S 094-212448 of 18/05/2018*

Dear Sir/Madam,

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

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

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

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

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

Important:

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

Tenderers shall inform Cedefop by e-mail (c4t-services@cedefop.europa.eu)

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

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

or

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

or

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

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

**European Centre for the Development of Vocational Training (Cedefop),
Attention of Procurement Service
123, Europe Str,
GR-57001 Thessaloniki-Pylea, Greece
Tel: +30 2310 490111 / 490 109**

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.

Tenderers must pay attention to the **quality of the packaging material**, especially of the inner envelope, in order to make sure that it will remain sealed until the formal opening of tenders by the Agency.

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 <i>CEDEFOP No: AO/DRS/JK/TravelAgencyServices/002/18</i> <i>‘Provision of Travel Agency Services’</i> 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 section 6 of the attached Tender Specifications.

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

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible so that there can be no doubt as to words and figures.
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. Therefore, It is mandatory to include in the offer a **Cover Letter, signed by the person/s that is/are authorised to sign the contract in case of contract award, stating that the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure** (see also point 1 of the Tender Specifications).
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 maximum two representatives. The names of the persons attending the opening must be notified in writing by e-mail (C4T-services@cedefop.europa.eu) at least three working days prior to the opening session. Failing that, Cedefop reserves the right to refuse access to its premises.
7. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

7.1 Contacts before the final date for submission of tenders:

- At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the tender documents. Any request for additional information must be made in writing by e-mail (C4T-services@cedefop.europa.eu).

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

Before requesting any additional information, the tenderers are kindly requested to visit the FAQ page on Cedefop website:

<http://www.cedefop.europa.eu/en/about-cedefop/faqs/procurement-procedures>.

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

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

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

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

7.3 Contacts after the opening of tenders:

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

8. Timetable:

	DATE	TIME
Deadline for request for any clarifications from the Contracting Authority (Cedefop)	07/06/2018	N/A
Last date on which clarifications are issued by Cedefop	11/06/2016	N/A
Deadline for submission of tenders (hand delivered)	18/06/2018	17h00
Deadline for submission of tenders by post / courier	18/06/2018	N/A
Validity of the tenders	18/12/2018	N/A
Tender opening session	26/06/2018	11h00 (Greek local time)
Estimated contract signature date	August 2018	

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

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

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

10. All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
11. Up to the point of signature, the contracting authority (i.e. Cedefop) may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. If such decision is taken, the tenderers will be notified accordingly.
12. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon signature of an Order or Specific Contract under the Framework Contract, whereby signature of the Framework Contract alone does not commit Cedefop to order.
13. Evaluating your tender and your possible subsequent replies to questions in accordance with the specifications of the invitation to tender, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Union institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at:
https://www.cedefop.europa.eu/files/public_procurement_-_privacy_statement_2018-05-18.pdf

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

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation¹. For more information, see the Privacy Statement on http://ec.europa.eu/budget/library/explained/management/protecting/privacy_statement_es_en.pdf

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

Yours sincerely,

signed Michail Christidis
Head of Finance and Procurement

Attached: Tender Specifications

¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298 of 26.10.2012, p. 1) as amended.

OPEN INVITATION TO TENDER

AO/DRS/JK/TravelAgencyServices/002/18

‘TRAVEL AGENCY SERVICES’

Tender Specifications

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Introduction to Cedefop: Europe's agency for training policy

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

About Cedefop

Cedefop is the European Union's agency for vocational education and training (VET). With its research and analyses, it supports the European Commission, EU Member States and social partners in designing and implementing VET policies, with a focus on how best to link education and employment.

European labour markets have been unsettled by globalisation, technological advances and demographic changes (ageing of the population and immigration). The economic downturn of the last decade has increased social inequality and geographical disparity. To address the economic, social, technological and environmental challenges, structural reforms both of labour markets and education and training systems are needed.

In this context, vocational education and training can help get people (back) into work and promote equality, inclusion and solidarity. VET is a pillar of lifelong learning, providing young people with an initial qualification and adults with upskilling options. VET caters both for the brightest, offering them interesting career prospects, and the most vulnerable, opening different pathways into the labour market.

Cedefop's work can be divided into three main strands:

Shaping VET

VET systems and institutions must be relevant to individual and labour market needs. Cedefop fosters their renewal and modernisation in response to emerging policy needs and priorities. It monitors labour market changes and policy implementation in the EU Member States and reports on these.

VET systems need to take into account learning acquired in different ways and at different times and allow people to move between countries and sectors. Cedefop promotes the use of European tools such as qualifications frameworks which allow Europeans working or learning abroad to "take their qualifications with them" by facilitating understanding and recognition of these.

Valuing VET

The ultimate goal of VET policy is to meet the needs of individuals: to strengthen their employability, help them find and keep jobs and allow them to make a good living. At individual countries' request, Cedefop reviews their VET policies and programmes to support effective implementation of European policies (e.g. work-based learning and apprenticeships) and policy learning between countries.

With its work on guidance and the validation of non-formal and informal learning, Cedefop promotes access to VET. It supports the inclusive role of VET by facilitating the (re)integration into education and training of low-skilled and other vulnerable groups.

Informing VET

Cedefop looks into how socio-economic and demographic trends affect employment, nature of jobs and demand for skills in the labour market. It forecasts future skills needs and supply to help individuals, employers and policy makers to make informed decisions about education, training and careers. It identifies policies and practices to help policy makers and VET providers address skills mismatches.

Cedefop supports countries to develop their own intelligence and data on skills and employment needs.

Cedefop's information

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal www.cedefop.europa.eu. All Cedefop publications are available for download. Cedefop hosts and organises conferences and events throughout the year.

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

1. OVERVIEW OF THIS TENDER PROCEDURE

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

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

1.1. Description and type of the contract

- a) Title of the contract: *'Travel Agency Services'*
- b) Short description of content of this contract: Cedefop requires an experienced *Travel Agency* in order to make travel and accommodation arrangements for Cedefop's staff members travelling across Europe and beyond, with emphasis on the EU Member states.
- c) Type of contract: *Framework Service Contract* whereby the services will be provided following the signature of 'Order forms' throughout its validity. The number and content of 'Order Forms' will depend on the needs of Cedefop. The exact ordering process and delivery of services are described in point 0 of these Tender specifications.

1.2. Place of delivery or performance

The tasks must be completed outside Cedefop, in the Contractor's premises.

1.3. Division into lots

This tender procedure is not divided into lots.

1.4. Variants

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

1.5. Value or quantity of purchase

The estimated value for the required services described in this call for tenders is of the order of **1.100.000 EUR (without VAT)** over a **4** year period.

Tenderers should be aware that the information on volume is purely indicative, shall not be binding on Cedefop and should not be considered as a warranty as to the final value of the contract.

The services to be provided will be ordered on each occasion **via a written 'order form'** sent to the contractor by email. The 'order form' will be in the form of an email confirmation.

The sum of the amounts of the successive 'order forms' that will be issued after the Framework Contract is signed may not reach the estimated value for the Framework Contract. Cedefop will be contractually bound only by the amounts effectively entered in the successive signed order forms. The total value of the framework contract will ultimately depend on the orders which Cedefop may place through orders forms.

In the case where unforeseen circumstances result in the global value of this contract being consumed faster than originally planned, Cedefop reserves the right to consider conducting a 'Negotiated procedure without prior publication of a contract notice' with the existing contractor(s) in order to increase the maximum amount stated above by up to 50% (Art. 134(e) of the Rules of Application (RAP) implementing the EU Financial Regulation (FR).

1.6. Duration of the contract

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

1.7. Main terms of financing and payment

Payments will be made upon completion of specific tasks and after the approval by Cedefop Project Manager, within **30 days** of submission of invoices and at the conditions set out in the draft contract.

Invoicing Process

The Travel Agency shall on a monthly basis for all travel and accommodation bookings made during that month, issue two separate invoices, one for travel and another one for accommodation. The monthly invoices must always be accompanied by detailed lists, indicating:

- the corresponding mission number,
- the name of the staff member (traveller),
- the dates of the mission (departure, return),
- the ticket price (fare, pre-seating charges, taxes and service fee),
- the name of the hotel, the dates of stay and the cost of accommodation (including all taxes and service fee),

Upon signature of contract, the contractor will receive specific guidance from Cedefop's Finance service and may be requested to include more details in the invoices.

2. TERMS OF REFERENCE

2.1. Introduction

Cedefop requires an experienced Travel Agency in order to make travel and accommodation arrangements for Cedefop's staff members travelling across Europe and beyond, with emphasis on the EU Member states. Cedefop uses the term "*Mission*" to describe an authorised business trip of its staff. Each mission has a specific *mission reference number*. For all requirements cited in the terms of reference, the Travel Agency should ensure consistently high quality and efficiency of the services provided as well as assimilation of developments in the business travel sector.

Occasionally, the Travel Agency may be requested to organise trips for external participants attending in Cedefop meetings, e.g. Governing Board members, external experts for selection panels, etc. (including pre-paid tickets and accommodation arrangements).

At present Cedefop has approximately 125 staff members and its working language is English. Cedefop's staff are regularly requested to go on mission. The average number of missions per year is approximately 450.

The missions take place throughout the year even on Cedefop public holidays (see Annex K). The destinations are different and in many cases missions are combined with other missions or with private trips.

The destinations of the missions are worldwide, of which 90% are trips within Europe, mainly EU member states. Amongst others, the most frequent destinations are Brussels, Luxembourg, Athens, and most capitals of Europe. It should be noted that missions take place also in the cities hosting the EU Presidency (for example for 2018 Bulgaria and Austria, for 2019 Romania and Finland, for 2020 Croatia and Germany etc.) as well in cities hosting European Agencies or European or International Organisations (e.g. Geneva).

Intercontinental missions take place rarely and concern mainly destinations in the United States of America and Asia.

Cedefop's travel policy for staff is governed by the '*Guide to Missions for officials and other servants of Cedefop*' (see Annex L).

2.2. Description of services

The purpose of this call for tenders is to conclude a framework service contract with a Travel Agency able to provide the services and handle the volume of travel arrangements by air, rail, sea, and road.

More particularly, provision of the following services is required:

- Providing information on flight/train/boat schedules, itineraries, prices – including quotations for price comparison purposes;
- Issuing of electronic flight/train/boat tickets, where applicable with the competent CRS (Computer Reservation Systems);
- Accommodation reservations and issuing of hotel vouchers;
- Providing prepaid tickets;
- Car rental;
- Providing assistance in obtaining visas;
- Providing information on public transport means at the place of meeting and other information of importance to the traveller;
- Web check-in.

The biggest volume of foreseen transactions consists of issuing of flight tickets, web check-in, arranging of accommodation and provision of information on public transport means (See Annex H – Financial Offer Form).

2.3. Travel requirements

All below requirements of this section 2.3 are binding and will become integral part of the contract. Non-compliance to them during the performance of the contract may constitute a reason for Cedefop to terminate it.

Tenders submitted should take into consideration the 'Guide to missions for officials and other servants of Cedefop'², which is available in Annex L.

In accordance with the Guide to Missions, Cedefop staff travelling on mission **must use the most appropriate and cost-effective means of transport** for achieving the purposes of the mission in the interests of the service. The Travel Agency will therefore assist Cedefop's staff going on mission in organising their travel (and accommodation) as efficiently as possible at the best conditions available on the market. This means that travel must be organised so that the mission lasts as short a time as possible given the means of transport used and is as cost-effective as possible.

The Travel Agency shall pay particular attention to the degree of flexibility required for the tickets booked through the Travel Agency in view of the direct implication this has on the rates applied. For missions that are organised well in advance and are unlikely to be cancelled, staff should book their tickets at the earliest opportunity in order to take advantage of the best rates offered by the agency.

The Travel Agency shall provide the different travel options and rates available, taking into account the requirements of the mission as indicated by the member of staff concerned.

In accordance with the Guide to Missions (Annex L), staff going on mission cannot be obliged, to:

- **leave** their place of employment³ or place of mission **before 07:00 (station or other transport type) or before 08:00 (airport)**;
- **arrive** at the place of mission **after 21:00**;
- **arrive** at the place of employment **after 23:00** (airport, station or other transport type);
- **spend the weekend** preceding or following the mission at the place of mission for the sole purpose of obtaining a cheaper ticket.

The return journey must be commenced in principle:

- in the case of travel by air, **not more than three and a half hours** after the end of the meeting;
- in the case of travel by any other means of transport, **not more than two hours** after the end of the meeting.

² Please note that the current Guide to Missions is in the process of being replaced with a new Guide aligned with the European Commission's Guide. This change will not have any impact on the estimated value of the contract or the volume of missions.

³ The place of employment is Thessaloniki, except if otherwise notified by the Agency.

The Travel Agency shall take the above constraints into account when considering the alternative options to be proposed to the staff member requesting a flight schedule in view of a mission. The proposed alternative options must necessarily respect all of those constraints, unless requested otherwise by the traveller for his personal convenience (e.g. arrive late, i.e. after 21:00, in place of mission, in order to avail himself in the office).

The travel tickets and hotel reservations will be issued and delivered electronically **at the latest 3 hours after the confirmation by the traveller** (taking into account point 2.3.1 below). In the exceptional case tickets (e.g. for boats or trains) cannot be delivered electronically, the Travel Agency should deliver the tickets via courier to the premises of Cedefop **at least 48 hours before the time of departure**.

2.3.1. Description of services and minimum requirements (Issuing flight/train/boat/bus tickets for Cedefop staff on missions)

The Travel Agency must reserve and issue tickets for all air (mainly), rail, sea and road travel, as requested, at the best possible price (combining most direct and least expensive routes to achieve cost effectiveness).

Requests for services will be sent to the Travel Agency by email using a standard **'request form'** (Annex M), which will include the reference number of the missions (e.g. Mission No 20180123) and the necessary information to be taken into account, as detailed in points 2.3, 2.3.1 and 0).

The traveller shall indicate to the Travel Agency whether any part of the trip is for private purposes. The Travel Agency must always propose to the traveller **the most economic advantageous travel option** that corresponds to the same itinerary, travel date and time frame requested by the traveller.

Furthermore, in case of exceptional itineraries **due to private reasons** and not linked to the meeting schedule, the Travel Agency must provide Cedefop with an official quotation **as a price comparison for reimbursement purposes**. The price comparison (called *'notional/comparative'* itinerary) must indicate the cost related to the travel *which would have been incurred had the traveller not requested a detour*.

The Travel Agency must also be able to purchase travel tickets for all bookings, including from **low cost carriers when requested**, in which case, if required by the airline in question, it must use its own credit card for the payment and issuing of the tickets and will then invoice Cedefop for the cost of the tickets.

Response to fare inquiries should be provided **by return e-mail within 3 hours** of the original inquiry), at which time Cedefop would be presented with best routing options, if applicable, and relevant cost quotations. Normally (at least) **three different quotations** in terms of time, itinerary and cost will be expected for each travel, including (if requested) one from a low-cost company covering the intended destination. The Travel Agency should ensure that the deadline for issuing the tickets is the maximum available.

The Travel Agency may be asked to send additional offers combining selected routes (departure – return) from the three different offers (different airline companies).

The response time of maximum 3 hours does not apply to any follow-up requests (additional requests or combined options, etc.) for the same mission and the Travel Agency should be able to respond **immediately** (within one hour).

The connections of flights should be efficient and should allow the travellers enough time in order to meet the boarding limits for the next flight. The duration of the airport waiting time for a connection flight **should not be less than 45 minutes and/or more than 3 hours**.

Reservations shall be made in Economy class, always for the most cost effective and convenient trip and at the best available market conditions. Fares offered should permit changes and cancellations, on fees specified by the carrier, and such fees should always be mentioned on the offered flight options. Business class tickets may also be reserved/issued in compliance with the mission rules e.g. more than four hours continuous flying time and in certain circumstances after the written authorisation by Cedefop, for instance in case the total price is lower or at least equal to the one for a reservation in Economy Class. In such cases the Travel Agency should indicate this information in their offers.

The Travel Agency should also provide information to Cedefop on the Frequent Flyer Program (FFP) reward card(s) used for collecting miles on Cedefop FFP account from the Airline companies when booking. Upon agreement with Cedefop, the Travel Agency can use the accumulated reward miles for the benefit of Cedefop when issuing flight tickets. The Travel Agency should also upon request provide information to the traveller on his/her Frequent Flyer Program (FFP) reward card(s).

The Travel Agency must send separate offers for each travel request. The quotations should be printable and where possible each offer should be in one page. A text version of the itineraries should be sent automatically with the offered ticket.

The offers should clearly mention the following information:

- (a) Detailed breakdown of the final cost (e.g. fare cost, including fare calculation details, tax details, tour codes, transaction fee applied from Travel Agency)
- (b) Mission reference number (to be communicated by Cedefop's staff member upon request of the offers)
- (c) Ticket class - economy in principle – business class ticket can also be issued in compliance with mission rules (e.g. more than four hours continuous flying time and in certain circumstances)
- (d) Deadline for issuing ticket (date and time),
- (e) Carriage terms and conditions,
- (f) Fare restrictions, change or refund permissions and respective fees,
- (g) Baggage allowance,
- (h) Pre-seating charges;

The issued e-tickets should contain information on:

- a) Name of the traveller
- b) Complete itinerary
- c) Carriage terms and conditions,
- d) Fare and tax details, including fare calculation details and some additional data such as tour codes,
- e) Fare restrictions, change or refund permissions,
- f) Baggage allowance,
- g) Pre-seating charges;

2.3.2. Ordering process

Ordering process and delivery of services will be ensured **through exchange of emails** between Cedefop and the Contractor throughout the validity of the Framework contract.

Cedefop has established '**request forms**' (standardised email texts, see Annex M) that are edited according to the needs of the mission. The subject of the request form will indicate the mission number, the objective of the trip (mission or mission combined with private trip) and the name of the traveller (for example: *MISSION NO 20180100, MISSION FOR MR/MS X*).

In response to a '**request form**' sent by the traveller, the Travel Agency must provide at least **three offers** for each request, which will be compliant to the requirements and constraints detailed in 2.3 and 2.3.1 above. If requested by the traveller, the Travel Agency may quote an additional "low cost" flight.

The request form provides all information regarding the venue and the timetable of the meeting, as well as the travelling arrangements required, as detailed below (non-exhaustive list):

- Full Name of traveller as written on passport;
- Type of tickets (air/rail/sea/road);
- Request for prepaid sitting
- Accommodation;
- Information on public transport means as well as maps;
- Web check in.

The Travel Agency must send an email quoting the minimum three (3) offers separately (offer no1, offer no 2, etc.), indicating in the subject the mission number, the mission reference, the name of the traveller and the word 'offers' (for example: *MISSION NO 20180100 - MISSION FOR MR/MS X - OFFERS*).

Upon receipt of the offers from the Travel Agency, the traveller will select the ticket and/or accommodation, which will, in turn be authorised internally. Following such authorisation, an '**order form**' (standardised email, see Annex N) will be sent by the traveller, confirming the selected arrangements and requesting the actual bookings.

The **order form** will indicate in the subject the following:

CONFIRMATION_Mission reference (mission number), the name of the traveller and the selected offer (for example CONFIRMATION_MISSION NO 20180123 OF MR/MS X - OFFER NR ...).

In case the traveller cannot send the confirmation for a selected flight due to internal reasons causing delay, the Travel Agency will be asked to reserve/keep on hold the selected flight offer and to extend the deadline for issuing the ticket. The traveller will ask the Travel Agency to reserve the flight offer by email or by phone. The Travel Agency shall send to the traveller the revised flight offer with the extended deadline immediately.

This workflow will allow Cedefop and the Travel Agency to develop an efficient follow up and to avoid any confusions or misunderstandings.

2.3.3. Arranging accommodation for Cedefop staff on missions

Upon request of the traveller (included in the request form mentioned above), the Travel Agency will be required to send **3 offers** for Hotel accommodation **near the meeting venue and within the price ceilings** communicated by Cedefop (Annex L, Guide on Missions). If the traveller has expressed a preference for a preferred hotel, that hotel should be proposed as one of the three alternatives (if it complies with the official ceiling rates). The traveller will then confirm the choice of the accommodation preferred or will request alternative proposals, if needed.

As a general rule, the Travel Agency will have to settle the accommodation costs directly with the hotel and issue a voucher for the traveller.

The Travel Agency must notify Cedefop in case of no availability of rooms within the official rate ceilings. When searching for options, the contractor shall take into account several factors, such as proximity to the mission or meeting venue, safety of traveller and the effort required to arrive at the destination in order to minimise the time required by the traveller to go between the hotel and the meeting venue.

The Travel Agency should include in the requested offers Hotels classified with 4(****) stars and above, provided that the offers do not exceed the hotel ceilings described Annex L1.

In the offers, the Travel Agency should indicate the *distance* from the Hotel to the meeting venue *in km* and *information regarding the room* (facilities, size, etc.). To this end the contractor should have at his disposal a wide selection of hotels across Europe, including hotels offering special prices as granted to the European Commission servants and EU agency staff members (**EU rates**). The Travel Agency must ensure that the list of hotels is well maintained and updated on a yearly basis so as to ensure quality of the hotel facilities such as cleanliness, room standards, etc. Feedback from Cedefop concerning the quality of the accommodation and facilities will be sought and taken into account in future proposals.

The offers should also include a breakdown of the price for the hotel including all taxes, the price of the city taxes (and the payee, i.e. traveller or Travel Agency), the price of the breakfast and separately the transaction fee for the Travel Agency. **The total price of the room per day including the taxes and the city taxes should not exceed the hotel ceilings described in Annex L1.**

In the case where the hotel does not give the option of a separate price for the breakfast and provides only a price of room including breakfast (bed & breakfast) then the total price (incl. room + taxes + city taxes + breakfast) should not exceed the hotel ceilings. Upon request, the Travel Agency should include in their offers information on available hotel shuttle services from and to the airport and the corresponding costs.

Information on booking flexibility and related fees for changes or cancellations should be communicated by the Travel Agency in each quotation for accommodation.

The Travel Agency should communicate to Cedefop any information regarding reward cards from Hotel chains, in order to allow Cedefop to benefit from it.

The traveller will confirm his preferred hotel within the same order form mentioned in section 0 above.

The final hotel booking confirmation sent to the traveller should provide the following information:

- a) the electronic voucher;
- b) the name of the traveller;
- c) the name and details of the hotel;
- d) information on its location;
- e) arrival and departure date – check-in/check-out date;
- f) type of room and facilities;
- g) booking flexibility and costs regarding changes or cancellation policy;
- h) the rate for breakfast (or whether breakfast is included in the hotel rate);
- i) reservation number;
- j) unit and total price, if applicable;

2.3.4. Providing prepaid flight tickets for external experts attending events or participants in interviews

For events and interviews organised in the context of Cedefop's work, which require the presence of external persons (external participants), Cedefop may submit the details of the event or interview (including date and place and the name and address of each participant) to the Travel Agency in order to organise pre-paid travel tickets.

Within 24 hours for less than 20 participants or 3 working days for more than 20 participants (but less than 100), the Travel Agency will submit a list of suggestions of travel arrangements made for the specified participants on the basis of the most convenient trip at the best possible price to Cedefop.

Cedefop will confirm the chosen travel arrangements as quickly as possible in order to allow the Travel Agency to book the tickets.

The tickets must be sent electronically to the traveller.

2.3.5. Providing assistance in obtaining visas for Cedefop staff on missions

Where any member of Cedefop staff, by reason of his nationality, requires a visa for a specific journey or part of it, the Travel Agency shall endeavour to obtain such a visa before the departure date. If necessary, the Travel Agency shall be able to pre-pay the visa fee, which can be invoiced to Cedefop afterwards.

2.3.6. Web check-in

Upon request, the Travel Agency shall provide assistance in making or actually make the web check-in for the flight tickets booked. The Travel Agency should send electronically the boarding passes by email and/or to the mobile phone of the traveller. If requested, the Travel Agency may send the boarding passes electronically to the hotel where the traveller is accommodated.

2.3.7. Car rental

If car rental in the place of destination is required, it should be ensured through the issuing of vouchers with the most advantageous car rental company operating on the spot.

The Travel Agency shall provide **two offers** for the requested vehicle category and will ensure that the car will be picked up from the airport or place convenient to the traveller.

The offer should also include a breakdown of the price including all taxes, insurance cost (full coverage) and separately the transaction fee for the Travel Agency.

2.3.8. Providing information on public transport means at the venue of meeting

Upon request, the Travel Agency shall send to the traveller information on the public means of transport and more specifically timetables of bus, metro and train as well as approximate cost for taxis available from and to the airport, the hotel, and the meeting venue. The information should be detailed and include also maps (e.g. google maps links or snips).

2.3.9. Providing assistance to travellers

Upon request, the Travel Agency shall be providing assistance to travellers before, during or after their missions. The Travel Agency should ensure immediate actions for travellers who have not been allowed boarding due to delays. The Travel Agency shall provide assistance and guidance to travellers in case of loss of suitcases or any other problems occurred during their flights or accommodation.

2.4. Other requirements

2.4.1. Working hours and hotline service

The Travel Agency must be in position to provide the aforementioned services, including the delivery of tickets to Cedefop, during normal working hours ((Monday to Friday 9:00-18:00, local Greek time), see indicatively the list of Cedefop public holidays for 2018 and 2019 in Annex K)). It should be noted that the response request of maximum 3 hours is applicable during the timeframe 9:00-18:00 (local Greek time).

During working hours the Travel Agency staff must be available by telephone and by email. The Travel Agency must provide a dedicated team to serve Cedefop and also a direct line and e-mail address to be used for communication with Cedefop and its staff.

Flexibility during weekends and holidays would be appreciated. In particular the Travel Agency has to guarantee **hotline services 7 days/week and 24 hours/day** (the name(s) of (a) contact person(s) and telephone number(s) must be provided).

The Travel Agency must provide assistance to staff who are travelling and inform them immediately of any changes, cancellations or problems with their travelling.

2.4.2. Cancellations

In the case of cancellation at a short notice, the Travel Agency will endeavour to minimise any penalties to be incurred by Cedefop. No penalties attributable to a fault of the Travel Agency will be accepted.

In the case of refund of travel tickets not used and tax refund for cancellation, it shall be reimbursed to Cedefop following the cancellation request. Such refund must be included in the monthly invoice.

2.4.3. Communication of interest to Cedefop

The Travel Agency will inform Cedefop immediately of upcoming changes in scheduled flights, new routes established to/from frequent destinations, possible new regulations applicable, planned strikes, or other events which may affect travels of Cedefop staff or invited persons.

The Travel Agency should ensure that travelling staff members are informed in due course of any delays, changes, cancellations or bad weather conditions, which will affect the travelling schedule and perform any logistical arrangements including rebooking of tickets and accommodation. In such cases the contractor should send to the travellers the new information via email and sms.

2.4.4. Confidentiality and data protection

The Travel Agency is bound by standard confidentiality obligations. (See *Annex B, Draft Framework Contract, Art II.8 as well as Declarations on Confidentiality attached in Annex III of the Contract*).

The Travel Agency must ensure that personal data to which they may obtain access during the implementation of the contract are adequately protected and processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data⁴. The Travel Agency must ensure that such data is processed solely for the purposes of the implementation, management and monitoring of the contract (see *also the Draft Framework Contract, II.9*).

2.4.5. Statistics

The contractor may be asked to submit detailed overviews of the services provided to Cedefop at the end of each semester. Such statistics may include Cedefop ticket purchases by month and expenditure under the contract by month.

2.4.6. Payment of all services provided in section 2.2

The Travel Agency should use its own credit card and POS system for all services mentioned above. Cedefop should not be charged any additional fees for this service provision.

2.4.7. Social Security Contributions and Compliance with Labour Law

The contractor has the obligation:

a) to comply with the labour laws, such as the legislation referring to the payment of the employees' salaries in line with the respective employment contract, as well as the collective agreements of the Member State where the contractor is established

and

⁴ Please note that Regulation (EC) No 45/2001 is in the process of being replaced with a new regulation aligned with the General Data Protection Regulation (EU) 2016/679

b) to fulfil obligations relating to the payment of social security contributions of their personnel assigned to Cedefop in accordance with the legal provisions of the country in which they are established or those of Greece.

In case of non-fulfilment of these legal requirements, the Contracting Authority will consider relevant measures, as set out in the Framework Service Contract, such as the termination of the contract (*par. II.18.1 of the General Conditions*).

Cedefop reserves the right to check any documentation describing the above mentioned requirement throughout the whole duration of the contract.

3. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation to this tender procedure is only open to tenderers who are in a position to subscribe in full to the “**Declaration on honour on exclusion criteria and selection criteria**”, given in Annex C. All tenderers, all group (consortium) members (if any) and any subcontractor/s (identified as per the two bullet-points in the fourth paragraph of point 4.2 below) MUST provide the declaration on honour found in Annex C duly signed and dated.

3.1. Exclusion Criteria

The purpose of the exclusion criteria is to determine whether an economic operator/tenderer is allowed to participate in the procurement procedure or to be awarded the contract.

The exclusion criteria will be assessed in relation to each company individually. In the event of recommendation for contract award, evidence will be requested as described in Annex C (last page).

3.2. Selection criteria

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

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

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

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

3.2.1. Economic and Financial capacity

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

Requirement:

- The average annual turnover of the tenderer for the last three (3) financial years concerning the type of services covered in this call for tenders should be at least **500,000 €**.

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

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

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

In the event of recommendation for contract award the winning tenderer (single tenderer or in the case of a consortium (grouping) each member of the consortium) will be requested to prove the above by submitting Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent) if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors. *For tenderers or sub-contractors (identified as per any of the two bullet-points in paragraph 4 of Art. 4.2 below) who are natural persons / freelancers, a tax declaration and tax clearance statement for the last **three** financial years will be requested.*

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

3.2.2. Technical and professional capacity

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

They must demonstrate qualifications, knowledge, skills and the ability to perform the tasks outlined in the terms of reference (only for studies).

Requirements for Technical and professional capacity:

- **Be enrolled in the relevant professional register** to perform national and international travel services as required in the Terms of Reference;
- **Be a registered (IATA) travel agent** with access to normally obligatory restricted airline and train booking systems, such as for example the computer reservations system (CRS) AMADEUS, SABRE or GALILEO or AMTRAK, to be able to access online (SSIM, ASM's and SSM's) available travel routes, date ranges, fare classes, fare amounts, fare discounts, one way / return fares, etc.;
- **Have adequate structure and resources** (at least five (5) trained and certified technical staff) and **technically equipped** (telephone lines, fax and e-mail facilities, dedicated computer connections and systems) to perform the services described in *the Terms of Reference*;

- Have provided services in the past **3 (three)** years in execution of at least **3** contracts similar to the scope and nature as those required in this call for tenders, with a combined total value of **500.000 €** at minimum;
- For the **team leader/coordinator** who will be proposed to implement the contract, at least **five (5) years of experience** in the field of providing national and international travel services, out of which three (3) years as coordinator;
- For **each of the staff members**, who will be proposed to implement the contract, **three (3) years** of experience in the field of providing national and international travel services;
- For each of the tenderer's staff who will be proposed to implement the contract, a very good working knowledge of English (at least B2 level⁵).

Proofs / Evidences of Technical and professional capacity

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

- **Document for enrolment** in the relevant professional register, as prescribed by the laws of the Member State, where the tenderer is established;
- **A valid IATA license**; Cedefop reserves the right to check the validity of the license throughout the performance of the contract;
- **Brief company profile** including list of the technical equipment available to the tenderer, and description of the operational facilities including number of staff (location and full address of headquarters and representative offices). Please fill-in questionnaires 1 and 4 of Annex G;
- **List of at least three (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 (Questionnaire 3 - Annex G). Such contracts should preferably refer to large national or international organisations, of the public or private sector;
- **The CVs** of the staff who will be proposed to implement the contract (staff members who will deal with Cedefop, including back-ups, and their team leader/coordinator) including professional experience and language abilities. The tenderer may use the [Europass CV](https://europass.cedefop.europa.eu/resources/european-language-levels-cefr) format. Account should be taken of the multinational/multicultural composition of Cedefop's staff.

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).

⁵ <https://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

3.3. Legal Position

Tenderers may choose between submitting a joint offer (see 4.1) as a Consortium / Grouping or introducing a bid as a single tenderer, in both cases with the possibility of having one or several subcontractors (see 4.2). Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed (see also 5th bullet of point 4.1. below). To identify himself (and any other participating entities, if applicable), the tenderer must complete **Questionnaire 1 in Annex G**. In the same Questionnaire each tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC which can found in the following link: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>.

Tenderers are also requested to complete a **Legal Entity Form** found in **Annex D**, accompanied by all documents and information indicated in the form.

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

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

4. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation in Cedefop tendering procedures is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens. Pursuant to Article 119 of the general Financial Regulation the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Cedefop can therefore accept offers from and sign contracts with tenderers from 36 countries, namely: the 28 EU Member States, 3 EEA Countries (Liechtenstein, Norway, Iceland) and 5 SAA Countries (FYROM, Albania, Serbia, Montenegro and Bosnia & Herzegovina).

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

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

4.1. Joint Offers/ Groupings (Consortia)

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

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

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

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

4.2. Subcontracting/Subcontractors

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

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

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

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

Only in cases when:

- a Subcontractor undertakes between 10,01% and 40% of the work by value,
- the total subcontracting is above 40% of the work by value, independently of the individual Subcontractor's contribution to the work by value,

the tenderer should submit with the offer:

1. the **"Declaration on honour on exclusion criteria and selection criteria"** (Annex C) filled-in and signed by the respective Subcontractor;

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

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

5. AWARD OF THE CONTRACT

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

The contract shall be awarded to the tenderer submitting the best price-quality ratio method as represented by the highest Total Score (TS) out of 100.

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

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

Whereby:

TQV = Total Quality Value of the tender (as per points 5.1 and 5.2);

TFO = Total Financial Offer of the tender (as per points 5.3 and 5.4);

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

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

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

5.1. Technical evaluation

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* for the technical evaluation will be applied to this tender procedure:

(A) Adequacy of the allocation of technical and human resources in order to meet Cedefop needs in relation to the contract (20 points)

- How and which technical resources will be used in order to face the needs of Cedefop (10 points),
- How the tenderer's staff (human resources) will be organised in order to guarantee efficiency of service including as regards delivery of tickets/vouchers (10 points).

(B) Quality level of the Service in response to Cedefop's requirements in section 2 of these Specifications (30 points)

- Reservation system and pre-reservation system (and time limitations: "to be issued by") offered in order to satisfy Cedefop's needs, hotline support, response time (20 points),
- Reporting arrangements (to support verification by Cedefop of submitted invoices)(5 points),

- Ensure quality control of the services provided, including protection of personal data of travellers (5 points).

(C) Quality and appropriateness of proposal for selected itineraries and related accommodation proposals (50 points)

- Appropriateness and quality of the proposed itineraries in relation to (30 points):
 - price (10 points),
 - trip duration (12 points) and
 - airport waiting time (8 points)
- Appropriateness of the proposed accommodation in relation to (20 points):
 - price (7 points),
 - hotel category (6 points) and
 - proximity to meeting venue (7 points)

In order to guarantee a minimum threshold of quality, offers that

- do not reach a minimum of 50% of the possible score for the award (evaluation) criteria and
- obtain an overall total score (Total Quality value) of less than the total **65** (of a maximum of 100) points against the award (technical) criteria,

will not be considered acceptable and will be eliminated from further evaluation. Only the technically compliant (acceptable) tenders as per the above will be subject to Financial (Price) Evaluation (5.3).

5.2. Technical proposal

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

Tenderers are requested to organise the technical offer in headings or to structure it in such a way so as to ensure that the content of the technical offer meets the requirements set out in the Terms of Reference or Technical Specifications as closely as possible and to facilitate the subsequent evaluation of tenders against the technical award criteria.

It is up to the tenderer to present in his Technical Proposal a detailed organisation and methodology such that they fulfil (comply in full with) all requirements outlined in the Terms of Reference / Technical Specifications.

Tenderers are requested to include their technical proposal (envelope B) in one original and three hard copies.

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

For award criterion A:

Detailed description of allocation of technical (equipment/facilities) and human (staff dedicated to Cedefop) resources that the tenderer would use in order to deliver to Cedefop each of the services indicated in section 2 (Terms of Reference).

The technical proposal should include a statement declaring that the tenderer can provide all services indicated in section 2.

For award criterion B:

Detailed description of the reservation system, including the hotline, response time and invoice support reporting format that the tenderer intends to use in order to comply with Cedefop's needs and requirements as well as short description of the controls the contractor uses to ensure quality for all services, including protection of personal data of travellers;

For award criterion C:

Proposal (itineraries, times, prices, transport and accommodation) for the following ***aller-retour*** trips (see Annex O - Request for trips/Evaluation scenarios):

- **Scenario 1: MISSION** from Thessaloniki to Brussels, for a meeting taking place on 17 September 2018, from 9.00 to 17.00, from Brussels to Luxembourg for a meeting taking place on 18 September 2018 from 9.30 to 14.30 and return;
- **Scenario 2: MISSION COMBINED WITH PRIVATE TRIP** from Thessaloniki to Alicante, for a meeting taking place on 18 October 2018 from 9.00 to 17.00 and on 19 October 2018 from 9.00 to 16.00, then from Alicante to Rome for the weekend, and return to Thessaloniki on 21 October 2018 afternoon/evening;
- **Scenario 3: MISSION** from Thessaloniki to Helsinki, for a meeting taking place on 8 November 2018 from 9.00 to 17.30 and on 9 November 2018 from 9.00 to 17.00, and return;

All above proposals shall include 3 alternative options for accommodation.

The tenderer should take into account the requirements stated in the request forms attached in Annex O – Request for trips/Evaluation scenarios.

Please note that:

- prices indicated in this section will not be taken into consideration in the financial evaluation (see below)
- the proposal has to be accompanied by the appropriate documentation and explanations where necessary
- the tenderer must indicate the time duration (validity) of the replies for each request.

Note: For award criterion C incomplete offers as requested under Annex O, i.e. offers failing to meet the requirements set out in point 2.3 and below, will be awarded reduced points accordingly.

The Technical Proposal should prove that the Tenderer is capable of meeting the tender specifications, by providing all the information related to the scope of this project. All the information and means of proof provided in the tender commit the contractor throughout the duration of the contract.

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

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

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

5.3. Financial evaluation

Only tenders scoring in total **65** points or more (of a maximum of 100 points) against the technical award criteria and 50% or more of the possible maximum score for each of the three award criteria will have their financial proposal evaluated. The evaluation will be made on the basis of the **Total Price** offered (mentioned below as **Total Financial Offer - TFO**) in the Price schedule table (see point 5.4).

It has been estimated that in the overall expenditure the distribution of cost between ticket purchases/accommodation and other services will be around 90%:10%. Financial evaluation will be based on that distribution, i.e. the sum of the prices proposed by the tenderer for services A1-A4 of the Financial table (Annex H) will be weighted with 90% and the sum of prices proposed for services B1-B5 will be weighted with 10%, the TFO being the sum of those two amounts.

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

Financial score = (cheapest Financial Proposal / Financial Proposal of the tender considered) Y.*

Where Y = price weighting (see the complete formula under point 5 above).

Information concerning price

- The prices quoted must be fixed and nor revisable for the first year of the contract. From the 2nd year onwards, Articles I.5.2 and II.20 of the Contract shall apply (see draft Framework Contract at Annex B).
- Prices must be quoted in EURO and include all expenses.
Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). Such charges shall therefore not be included in the calculation of the price quoted.

[For contractors based in Greece, invoices will include VAT which is paid by Cedefop and later reimbursed by the State.]

[For contractors established in other countries exemption is direct (invoices are submitted without VAT), subject to fulfilling as necessary the requirements of Article 151 of Council Directive 2006/112/EC.]

[In Belgium, use of this contract constitutes a request for VAT exemption No. 450, VAT exemption article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)".]

5.3.1. Evaluation of abnormally low prices

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

A price will be considered abnormally low if the financial offer of any tenderer is lower with more than the acceptable margin of deviation from the average price of the other technically acceptable offers (please note that definition of which offers are technically acceptable/compliant is given in points **5**, **5.1** and **5.3** above). The actual deviation will be calculated as % as follows:

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

The acceptable margin of deviation is set to **40%**.

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

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

5.3.2. Financially unacceptable tenders

In the context of financial evaluation, the Evaluation Committee could find that tenders are unacceptable because the price is:

- abnormally low (see point 5.3.1);
- 15% or more above the estimated budget announced in these Tender Specifications (see point 1.5).

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

5.4. Financial Proposal / Financial Scenario

Tenderers should not disclose their financial offer in any part of their tender (technical proposal, cover letter) other than the sealed envelope C.

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

The Financial Proposal should indicate the total price in order to carry out all the activities indicated in the Terms of Reference. The tenderers must fill-in the Financial Offer form at **Annex H** and present a price per item for each of the services **A1-A4 and B1-B5**.

The Financial Offers will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

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

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

6. INFORMATION ON PRESENTATION AND CONTENT OF TENDER

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

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

6.1. Envelope A - Supporting documents

One original and one copy of:

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

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

6.2. Envelope B – Technical proposal

One original signed version and three copies of:

- the Technical Proposal providing all information requested in point 5.2, including information relevant to subcontracting, if any, as requested in point 4.2.
- a read access secured CD containing the submitted in paper form technical proposal

6.3. Envelope C – Financial proposal

One original signed version and three copies of:

- the Financial Proposal (*Annex H – Financial Offer form*) containing all information requested in point 5.4.

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 honour on exclusion criteria and selection criteria

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

ANNEX D

Legal Entity Form

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

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

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

ANNEX E

Financial Identification Form

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

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

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

PLEASE NOTE:

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

ANNEX F

Check list of mandatory documents

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

Please Tick ✓ the boxes provided

Mandatory documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please explain 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))	Art. 4 of Invitation to tender; 6.1	☐	☐	
- Declaration on Exclusion & Selection Criteria (including those of consortium members and subcontractors, if applicable)	3, 6.1 & Annex C	☐	☐	
- selection criteria documents (if applicable, including those of consortia and subcontractors)	3.2, 4.1, 4.2, 6.1	☐	☐	
- Questionnaires 1 - 6 (Annex G)	3.2, 4.1; 6.1 & Annex G	☐	☐	
- Power of attorney of partners in joint bid / Consortium (if applicable)	4.1, 6.1 & Annex I (model 1 or 2)	☐	☐	
- Letter of intent of subcontractor (if applicable)	4.2, 6.1 & Annex J	☐	☐	
- Legal Entity Form	3.3, 6.1 & Annex D	☐	☐	
- Financial Identification Form	6.1 & Annex E	☐	☐	
- this Checklist	6.1 & Annex F	☐	☐	
<u>Envelope 'B' must contain</u>				
one original and three copies of:	6.2	☐	☐	
- the technical proposal	2, 5.2, 6.2	☐	☐	
<u>Envelope 'C' must contain</u>				
one original and three copies of:	6.3	☐	☐	
- the Financial Proposal	5.4, 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 file in *.doc format)

ANNEX H

Financial Proposal

(Given as a separate Excel file)

ANNEX I

Models of power of attorney

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

ANNEX J

Model of Letter of Intent for Subcontractor/s

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

ANNEX K

Cedefop Public Holidays 2018 & 2019

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

ANNEX L

Mission Guide

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

ANNEX L.1

Hotel ceilings

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

ANNEX M

Request forms

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

ANNEX N

Order forms

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

ANNEX O

Request for trips / Evaluation Scenarios

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