

**OPEN PROCEDURE: SPECIFICATIONS FOR
ONLINE MONITORING SYSTEM (OMS) AND
WEBSITE/CMS FOR THE NORTH SEA REGION
PROGRAMME**

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1. Introduction

These specifications apply to the Interreg North Sea Region Programme call for tender of a contract for procuring an online monitoring system and a website/CMS under the Public Procurement Directive (Directive 2004/18) according to the contract notice published on 13th of June in the Official Journal of the European Union/TED (Tenders Electronic Daily).

The call for tender is completed as a public procedure which implies that any person may submit a tender.

A contracting authority is responsible for completing the procurement in compliance with the EU public procurement rules, and that the basic principles of transparency and equal treatment are observed during the procurement procedure. A tenderer must expect that a contracting authority will reject a tender that is defective or faulty. It is the responsibility of the tenderer that the tender submitted is in compliance with the EU public procurement rules.

1.1 Contract documents

Apart from this specification document, the contract documents for the tender consist of the following:

- *Requirements specification with its answering form – both Website and OMS (including annexes)*
- *Draft contract*

2. Partial agreements

This tender is split into two partial agreements, these being the online monitoring system (Section 5A) and the website/CMS (Section 5B)

3. Contract duration

The period of Contract(s) is 4 years. The Contract authority can extend the contract(s) for 4 more years – one year at the time. This must be done at least 1 month before the ending of the contract. The tenderer cannot extend the contract.

4. Background

4.2 European Territorial Cooperation

European Territorial Cooperation (ETC) is an objective of the European Union Cohesion Policy. ETC programmes are implemented jointly by 2 or more Member States, in some cases also in cooperation with third countries

(candidate or potential candidate or ENI countries, etc.). ETC programmes are co-financed by the European Union via the European Regional Development Fund and therefore are subject to European Regional Development Fund (ERDF) legislation, Programme and national rules. The main goal of the ETC is to support territorial development and cooperation between Member States and regions.

4.3 The North Sea Region Programme

The Interreg VB North Sea Region Programme is an ETC programme running from 2014 to 2020. It is one of 13 transnational co-operation programmes in the EU. The programme connects regions from seven countries around the North Sea by working with cutting edge policy areas in regional development through transnational projects. All projects involve cooperation of at least three beneficiaries from over 200 eligible regions. More information about the programme content can be found here: <http://www.northsearegion.eu/ivb/home/>

The programme has five priorities:

- Thinking growth: supporting growth in North Sea Region economies
- Eco-innovation: stimulating the green economy
- Sustainable North Sea Region: protecting against climate change and preserving the environment
- Promoting green transport and mobility
- Technical Assistance (TA)

Projects can apply under one of the areas of intervention under the four first priorities. Priority five is programme management.

4.4 Programme Management

The programme is managed jointly by the seven countries participating in the programme. All seven countries are represented in the Monitoring Committee (MC), which deals with the overall management of the programme. Likewise the seven countries are represented in the Steering Committee (SC), which is where projects are assessed and decided on. In addition to the MC and SC, programme implementation is supported by 4 management and control organisations; Managing Authority (MA), Certifying Authority (CA), Audit Authority (AA), and the Joint Secretariat (JS). Most tasks regarding the daily management of the programme have been delegated to the JS, which is located in Viborg, Denmark. The JS is hosted by the Central Denmark Region. In accordance with the principle of separation of tasks, the CA, which is also located in Viborg, certifies all payments and manages programme bank accounts and accounting. Close cooperation of all these bodies is required.

The working language of the programme is English.

5. Partial agreements

5A – The online monitoring system (OMS)

5A.1 Background:

The existing OMS was based on a previous database that was developed in-house with the help of a freelance developer for the JS between the periods from 2002 until 2004. In 2008 an external company was awarded a contract to develop a more advanced and enhanced OMS.

The overall purpose of the IVB OMS has been to support all programme stakeholders in the execution of their tasks. Currently the main users of the system are JS staff, lead beneficiaries and the Certifying Authority (related to the programme). The system is on-line based and allows direct entry and viewing of data by relevant stakeholders. For example, entry and viewing of project applications, twice yearly reporting forms and applications for project changes and contract templates.

5A.2 The new VB programme system requirements

Every ETC programme is obliged to have a computerised OMS for the new programming period (2014-2020) in order to collect all information on project and programme progress art. 125 (2d) of the Common Provisions Regulation – (CPR).

As outlined in the Article 122 (3) of the CPR, programmes should provide their stakeholders with a system to allow submission of information in electronic form. All exchanges of information between lead beneficiaries, JS and managing authorities, certifying authorities, audit authorities and intermediate bodies should be carried out solely via an electronic data exchange system. The encoding once and interoperability principles should be observed.¹

Project beneficiaries should also have restricted access to the system and for communication with their lead beneficiary although the lead beneficiary principle should be respected at all times.

The way to fulfil the above mentioned requirements is to develop an OMS with an inbuilt communication portal, which will enable communication with stakeholders, lead beneficiaries/between beneficiaries and lead beneficiary and at the same time directly store all the data obtained in the system.

¹ Encoding once principle means that if a beneficiary provides information/data/documents to a relevant body, this should be recorded in the monitoring system and reused. Asking the beneficiary the same information more than once should be avoided (unless it is obvious that it is outdated). Interoperability means that all the institutions involved in the implementation of a programme should work together at the organisational and technical levels in ensuring effective communication, as well as the exchange and re-use of information and knowledge.

All information on submitted and approved projects (application form), project contracts and addendums, project implementation and achievements (project reports and payment claims), modifications and closure need to be safely exchanged and stored in the system. Additionally aggregated data on the progress of projects and the programme should be collected and transmitted for use for the European Commission. All programme bodies should draw data from lead beneficiaries via the system and re-use the data already collected.

Timing is imperative. Experience has demonstrated the importance of having a system set up and running at the start of a new programme. All bids must include a clear and realistic timeline for the development of the system.

In particular, the system should:

- Fulfil the regulatory requirements (art. 122 (3) and 125 (2d) of the CPR and potentially others) and Delegated Act on the data to be recorded and stored in computerised form. More information can be found in Fiche no 6: *Implementing act on the rules concerning electronic information exchange with beneficiaries 'e-cohesion'*.
- Enable secure online communication between the programme authorities and beneficiaries (exchange of text messages, structured and unstructured data)
- Be developed as an open source solution to allow for the programme to modify the source code
- Enable access to multiple users and support allocation of very detailed user rights (i.e. to the level of single fields)
- Ensure data transfer and storage security and validity using a secure login and password.
- Be able to generate different pre-defined statistics and allow for exporting of all data to calculation sheets
- Track all changes (date and user) and restrict some modifications

More information about electronic data exchange and the e-cohesion requirements can be found in annex 4.

5A.3 The INTERACT Programme

The INTERACT Programme facilitates the exchange of expertise, experience and good practice within the European Territorial Cooperation (ETC).

INTERACT is also planning to develop a common e-monitoring system made up of several modules to allow all ETC programmes to fulfil e-cohesion requirements. The system is being built as an open source solution, so that every programme can modify the source code in order to adjust the system to its own needs. It is intended that the system will include an online communication portal which can be used as an external ready-made module and linked to any existing programme OMS.

The JS will not use this system as the North Sea Region Programme preference is to develop its own system, but co-operation should be maintained with INTERACT during the development of their online system, including a general exchange of experience with regards the two systems. The North Sea Region programme will facilitate this exchange.

5A.4 Scope of contract

By this invitation to tender, the contracting authority intends to obtain tenders for an online monitoring system (OMS).

Requirements as regards the performance are detailed in the Requirements for the OMS, annex 2 to the draft contract. #

5A.5 Contracting authority

The contracting authority in this procedure is:

*Interreg IVB North Sea Region Programme
Jernbanegade 22
DK-8800 Viborg
Denmark*

The contracting authority is responsible for the planning and completion of the call for tender, and a contract, if any, will be awarded by the contracting authority.

Contact person

The contact person appointed by the contracting authority from which further information, documentation, etc, must be obtained is:

Lise Espersen

North Sea Region Programme
Jernbanegade 22
DK-8800 Viborg
Denmark
lise.espersen@northsearegion.eu
+45 40794275 or +45 21358926

To the widest extent possible, all inquiries must be in writing and preferably by email. The contact person is entitled to bind the contracting authority during the project.

In case of discrepancies between a contracting authority's oral and written statements, the written statements will prevail at any time.

At any time during the call for tender, a contracting authority may appoint another contact person.

5A.6 Tender evaluation

The award criteria are as stated in the contract notice the most economically

advantageous tender.

The contracting authority will use these sub-criteria in proportion to each criteria weighting.

- | | |
|--|------|
| 1) Cost: | 40 % |
| 2) Functionality: | 30 % |
| 3) Maintenance, assistance, & training | 30 % |

Ad 1) Cost

The total budget for the OMS development and maintenance is a maximum of € 450.000,00. This figure is broken down in table 1 below. The bidders are encouraged to respect the budget allocated.

The JS have estimated an indicative figure of between €250,000 - €300,000 for designing, developing, testing the system and training according to the milestone plan. The development costs must be provided as a fixed price.

The contractor is expected to meet at the JS premises for a kick-off meeting. During this meeting, a timetable for regular progress meetings should be agreed, making the best possible use of internet conference facilities.

Table 1

		Budget per unit	Unit	Total
Online Monitoring System				
	Development & training costs	€ 300,000	one time	€ 300,000
	Maintenance, assistance and hosting	€ 37,500	Per year	€ 150,000

To be outlined with the budget:

- Costs for the development of the system; including testing and training
- Costs for system maintenance must be clearly presented on an annual basis. An estimated number of hours per year with a description of the tasks and hourly rate should be specified.
- Costs for assistance to system users must be broken down and outlined on an annual basis.
- Costs for any work to be carried out on the system, exceeding these specified budgets should be outlined as a price per hour or daily fee.

Timing of implementation and payments

The programme OMS should be implemented according to the milestones plan in annex 3 to the draft contract, which will be connected to instalment payments. The milestones should take into account the new programme development, allowing the possibilities for testing.

Ad 2) Functionality

The bidder is asked to describe how they will address the 212 points identified in the Requirements for the online monitoring system. In the event that the

bidder cannot address one or any of these points an alternative solution describing how the functionality could be solved should be provided.

Ad 3) Maintenance, training & assistance

The bidder should provide an overview covering which elements the suggested maintenance package would cover and to which extent. Clear defining elements related to the maintenance package and elements which would be needed to be covered by additional development of the system (see further description in point (h) of the requirements of the OMS).

The bidder is asked to provide a statement covering a plan for the training of the JS staff related to the delivered system and also the costs for additional training. The last implies training which is not included under point one of the selection criteria (see further description in point (h) of the requirements of the OMS).

The developer must describe a plan for assisting system users, see further description in point (h) of the requirements of the OMS

5B – The website/CMS

5B.1 Scope of contract

By this invitation to tender, the contracting authority intends to obtain tenders for a website/CMS.

Requirements as regards the performance are detailed in the Requirements for the website/CMS, annex 2 to the draft contract.

5B.2 Contracting authority

The contracting authority in this procedure is:

*Interreg IVB North Sea Region Programme
Jernbanegade 22
DK-8800 Viborg
Denmark*

The contracting authority is responsible for the planning and completion of the call for tender, and a contract, if any, will be awarded by the contracting authority.

Contact person

The contact person appointed by the contracting authority from which further information, documentation, etc, must be obtained is:

Henrik Josephson

North Sea Region Programme
Jernbanegade 22
8800
Viborg
Denmark

henrik.josephson@northsearegion.eu

+45 7841 1770 or +45 21358920

To the widest extent possible, all inquiries must be in writing and preferably by email. The contact person is entitled to bind the contracting authority during the project.

In case of discrepancies between a contracting authority's oral and written statements, the written statements will prevail at any time.

At any time during the call for tender, a contracting authority may appoint another contact person.

5B.3 Tender evaluation

The award criteria are as stated in the contract notice the most economically advantageous tender.

The contracting authority will use these sub-criteria in proportion to each criteria weighting.

- 1) Cost: 40 %
- 2) Functionality: 40 %
- 3) Maintenance 20 %

Ad 1) Cost

The total budget for the website and CMS development and maintenance is a maximum of € 73.000,00. This figure is broken down in table 1 below. The bidders are encouraged to respect the budget allocated.

Table 1

		Budget per unit	Unit	Total
Website and CMS				
	Development costs	€ 35,000	one time	€ 35,000
	Maintenance, assistance and hosting	€ 9,500	Per year	€ 38,000

Ad 2) Functionality

The bidder is asked to describe how they will address points identified in the Requirements for the website/CMS. In the event that the bidder cannot address one or any of these points an alternative solution describing how the functionality could be solved should be provided.

Ad 3) Maintenance

A plan for maintenance and service and the provision of a helpline for logging and responding to incidents must be included in the bid. Web maintenance services include:

- **Corrective Services:** Ensure any defective links or errors identified during routine maintenance are noted and fixed
- **Preventive maintenance:** Ensure that extensive testing is carried out to identify and fix problems as the traffic to the site increases
- **Content Management:** While day to day minor update will be undertaken by the JS, the web maintenance contact should address the following:
 - **Minor content creation:** Covers creation of icons, buttons, ads and other small graphic additions as required.
 - **Creation of additional web pages and links –** Covers the creation of new pages and links as the need arises.
 - **Refreshing images/graphics –** this entails replacement and where relevant, the animation of various images on different pages on the website including compressing documents and graphics to keep loading time to a minimum.
 - **Site performance and enhancement**

5.4 Time schedule

13. 06.2014	Date of electronic dispatch of contract notice to the Official Journal of the European Union
18.06.2014	Date of publication of tender material and contract notice at http://www.udbud.rm.dk
18.07.2014	Deadline for submission of questions to the tender material
22.07.2013	All questions and answers as well as any revision sheets will, if possible, be uploaded on an ongoing basis at www.udbud.rm.dk and are expected to be uploaded no later than on this date.
01.08.2013 at 12:00 noon	Deadline for submission of tender
Mid September	Expected notice to applicants concerning the tender
End of September	Expected notification of successful tenderer/tenderers
Beginning of October	Expected conclusion of contract and expected commencement of contract

6. General conditions

6.1 Tenderer's situations

In the tender, a tenderer must clearly and unambiguously state the legal person being tenderer and thus responsible as regards the contracting authority.

Where a tender is submitted by a consortium consisting of more than one responsible tenderer, then each of these legal persons must be clearly indicated, and in addition, a jointly authorised agent must be stated, and this agent is the one with whom the contracting authority may enter into agreements with a binding effect on the consortium. Participants in the consortium are jointly and severally liable.

Where a tenderer intends to use sub-suppliers to perform the service called for, the name(s) of this or these legal person(s) must be clearly and unambiguously stated in the tender. Use of sub-suppliers cannot exempt or restrict a tenderer's full responsibility under a contract, if any.

6.2 Confidentiality

To the widest extent possible, a contracting authority must ensure confidentiality as regards any information given during negotiations and contained in a tenderer's tender and which is related to a tenderer's confidential business situations, see Article 6 of the Public Procurement Directive.

In the nature of things, undertaking of confidentiality is subordinated to legislation that imposes a contracting authority to disclose information to any third party.

To the extent that a tenderer deems information to be particularly sensitive to competition, this must be clearly stated in the tender where such confidential information is stated, and the contracting authority will aim at not disclosing the information in question. General statements regarding sensitivity to competition, etc., cannot be expected to be subject to importance.

However, a contracting authority is at any time entitled to use information to the extent where that is for the purpose of justified safeguarding of the contracting authority's interests during court or claim proceedings having relations to the call for tender.

A contracting authority will ensure that, towards this contracting authority, external advisers, if any, and other external parties who carry out projects for the contracting authority during the tender procedure, undertake to treat any information confidentially.

In the same way, a tenderer must ensure full confidentiality as regards third parties in respect of all kinds of information which such tenderer receives during the procurement procedure, and which is related to situations to which no public access is given.

A tenderer must ensure that sub-suppliers, if any, also undertake to treat information confidentially.

6.3 Contact up until the submission of tender

6.3.1 Communication

Contract documents and subsequent information are accessible on the contracting authority's website www.udbud.rm.dk.

6.3.2 Questions to the call for tender

Questions asked 14 days at the latest before the time for submitting a tender will be answered.

Questions asked less than 14 days before the time for submitting a tender will only be answered if an answer can be provided within 6 days before the

time for submitting a tender. Answers to questions asked less than 6 days before the time for submitting a tender may not be expected.

6.3.3 Changes and amendments in the contract documents

Errata sheets will be put on the contracting authority's website.

Where a tenderer becomes aware of defects or rather important inappropriateness in the contract documents, such tenderer is requested to immediately inform the contracting authority thereof, meaning that such contracting authority will have the possibility to rectify the situation via publication of an errata sheet.

This request also applies to inappropriately worded requirements to a performance or a contract. In particular, this applies to inappropriateness of importance to the tenderers in general which may express derogation from general market procedures.

7. A tenderer's suitability

7.1 Personal situation

Tenderers in a situation as stated in Article 45 (1) and (2), (a)-(d) of the Public Procurement Directive are excluded from participating in the call for tender.

As documentation for a tenderer's not being excluded due to such tenderer's personal situation under Article 45 of the Public Procurement Directive, a tenderer must send a declaration thereof in the final tender and that by using the form attached as appendix 1.

Tenderer should also fill out the company name, address and company reg. no., telephone no., e-mail address, name of contact person with the applicant and information on which part of the tender the application concerns, see appendix 2.

7.2 A tenderer's economic suitability

A final tender must contain the following documentation for a tenderer's economic suitability:

Tenderer's two latest annual report and accounts with auditors' report together with a declaration from the tenderer stating any material changes incurred following the latest annual report; and where a tenderer, due to just cause is not in a position to submit documentation, such tenderer may document its economic suitability in another way, see Article 47 (5) in the Public Procurement Directive.

A tenderer must comply with these minimum requirements in order to be

economically suitable for performing the contract.

7.3 A tenderer's technical suitability

In order to document a tenderer's ongoing technical suitability, a tender must contain:

A list of a minimum of 3 similar deliveries by the tenderer in the past 3 years, with the description of tasks, sums, dates and recipients involved; see appendix 3.

7.4 Documentation on sub-suppliers and consortiums

If a tenderer uses a sub-supplier to document its suitability, such tenderer must enclose documentation of this sub-supplier's economic suitability as regards the performance of sub-deliveries and a statement of this sub-supplier's ongoing technical suitability to perform the sub-delivery. In addition, a tenderer must enclose a declaration that its sub-suppliers remain non-excluded due to situations as comprised by Article 45 in the Public Procurement Directive.

If a tenderer wants to use a sub-supplier but has not made use of such sub-supplier's suitability to document its suitability then this tenderer need not send documentation of this sub-supplier's ongoing suitability.

7. Submission of tender

8.1 Formal requirements

All tenders and annexes, if any, must be submitted in English.

The tender include the following completed annexes:

Declaration of Article 45 of the Public Procurement Article (template, annex 1)

Documentation of tenderer's economical suitability as stated in 7.2.

Documentation of tenderer's technical suitability as stated in 7.3.

8.2 Received tenders

For it to be submitted in time and be taken into consideration during the procedure, the tender must be received by the contracting authority in a sealed envelope. Tenders for the OMS must be clearly stating "**Tender**

NSRP – Online Monitoring System – Do not open in mail". The tender for the website/CMS must clearly state "**Tender NSRP – website/CMS – Do not open in mail**". Both tenders must be submitted no later than 1 August 2014 at 12:00 (noon) CET. **A tender must be sent to the contracting authority to the address stated in 4.1 or be delivered at the address in the reception where the tenderer, upon request, will receive a receipt showing the date and time of the day of the delivery.**

The tender must be submitted in 1 original, 7 paper copies and an electronic version. The original tender must be signed.

Tenders will be opened on 4th of August 2014 at 12:00 (noon) CET at the contracting authority's address.

Opening of the tenders is not public.

8.3 Specified period for which the tender will remain open for acceptance

All tenders must be binding until 1st of February 2015.

Where a tenderer is notified that the contracting authority has identified such tenderer's tender as the successful one, then, until the expiry of the period of which tenderers must keep their tenders open, such contracting authority may by written demand extend such period in up to 8 weeks.

8.4 Partial agreements

Where the call for tender is split up two separate (OMS and Website tenders) partial agreements, the requirement specification will indicate how such partial agreements are mutually limited.

Tenderer can bid on both tenders or can bid on each tender separately.

8.5 Variants

A tenderer may not submit variants.

8.6 Reservations

Any intentional or unintentional discrepancy between the contract documents and tender is characterised without prejudice, including discrepancies by means of non-performance of requirements in the requirements specifications or the draft contract.

A contracting authority may reject any tender without prejudice to the contract documents, unless the reservation in question is evidently unimportant.

A contracting authority is under obligation to reject tenders of which there is reservation against basic elements in the contract documents or other reservations that cannot be priced by the contracting authority by required security or unimportantly.

Minimum requirements are always considered as basic elements, and thus tenders containing reservations as regards minimum requirements are rejected as unimportant.

A tenderer is requested not to make any reservation, in that a reservation implies a risk that the tender will not be taken into consideration. Where a tenderer, despite that, chooses to make a reservation, such tenderer is requested to expressly indicate this reservation and give an account of why this reservation has been made.

Instead of considering reservations, a tenderer is requested, as early as possible, to call a contracting authority's attention to inappropriate requirements, if any, of importance in the contract documents.

8.7 Other matters

A tenderer is not entitled to have its tender returned from the contracting authority, which, in return, may not use these tenders in other relations than those regarding this call for tender.

A tenderer's costs and expenses in connection with the submission of a tender under this call for tender are of no concern to the contracting authority.

8. Questions for clarification

A tenderer must ensure that the final tender are complete meaning that no need for further contact between tenderer and contracting authority is necessary until after the notification of the award decision.

During the time from the receipt of final tender and until the contracting authority gives notice of the award decision, the tenderers should not foresee that there will be a contact with the contracting authority, and contact, if any, will on request of the contracting authority, and in that case only for clarification of questions of doubt, if any. Frames as regards terms of dialogue during this period are rather restricted.

Within the scope of procurement law, a contracting authority is entitled to

control information given in a tender, and a tenderer must as fast as possible provide any reasonable assistance in case of a request made by the contracting authority in this respect.

9. Notification of the awards

10.1 Legal effect

All participants in the procedure for the award of contract will as fast as possible and at the same time be notified in writing about the award decision.

Notification of the award to the successful tenderer is not a promise that the contract awarded will be concluded with such tenderer but only a notification that, in the opinion of the contracting authority, the tenderer has submitted the successful tender. There is no contract or promise until a contract, if any, has been signed by all parties. An awarded contract may not be concluded until the expiry of the stand still period, see section 3 in the Danish Act on law enforcement.

A contracting authority's notification of the award decision does not exempt unsuccessful tenderers from the obligations under the tender which remains in force in compliance with 9.3.

10.2 Cancellation

Until the call for tender is closed by concluding an awarded contract, the call for tender may be cancelled by the contracting authority if such contracting authority has factual grounds to do so.

Appendix 1 - Declaration on Article 45 in the Public Procurement Directive

1. Situation of the enterprise

This declaration is provided on behalf of:

Enterprise: [Name]

Company Registration No: []

2. Indication of non-paid debt due to the State

It is hereby declared that, at the time of the call for tender, the enterprise's non-paid due debt to the State amounts to DKK (€1/DKK 7.45): [Amount]

3. Additional information in case of debt above DKK 100.000 (€1/DKK 7.45) ?

Security is provided in respect of payment of the debt that exceeds ?

Yes	No

Documentation in this respect is attached to the declaration and marked as annex [insert].

On [date] an agreement with the collection authorities on an arrangement scheme, and this arrangement has been complied with at the time of tender.

Yes	No

Documentation in this respect is attached to the declaration as marked as annex, [insert].

Debt to the State includes taxes, duties and contributions to social security schemes.

Here the State means public authorities in Denmark or whichever country the enterprise is established.

4. Article 45 in the Public Procurement Directive, etc

It is hereby declared that the enterprise is not in situations as stated in Article 45 (1), (2)(a), (b), (c) and (d) which means that:

- no final judgment has been delivered in respect of a) participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/773/JHA, b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3 of Council Joint Action 98/742/JHA, c) fraud within the meaning of Article 1 of the Convention relating to

the protection of the financial interests of the European Communities and d) money laundering as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering;

- the enterprise is not bankrupt or is being wound up, where its affairs are being administered by the court, where it has entered into an arrangement with creditors or is in any analogous situation arising from a similar procedure under national laws and regulations;
- that the enterprise is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- that the enterprise has not been convicted by a judgment which has the force of res judicata concerning its professional conduct; and
- that the enterprise has not been guilty of grave professional misconduct proved by judgment, verdict or order, etc, which the contractor can demonstrate.

5. Signature

This declaration is provided on behalf of the enterprise by the person below, who by his/her signature

1. confirms to be authorised to provide the declaration;
2. solemnly declares the correctness of the references in the declaration; and
3. is in agreement that the contracting authority may verify the references with the relevant authorities

Name: _____

Title: _____

Signature: _____

Appendix 2 - General information

1	General information	Applicant's answers
1.1	The applicant must state the applicant's name, address, CVR no., telephone number and email address:	
	Company name	<i>To be completed by the applicant</i>
	Address	<i>To be completed by the applicant</i>
	CVR no./company reg. no.	<i>To be completed by the applicant</i>
	Telephone number	<i>To be completed by the applicant</i>
	Email address	<i>To be completed by the applicant</i>
	Name of the person who is the company's contact person in connection with this prequalification, preferably including such person's direct telephone number, mobile phone number and email address.	<i>To be completed by the applicant</i>
1.2	Please note that, upon receipt of the application, the contracting entity will send notifications to the applicant by email, and the contracting entity will in such case use the email address stated.	
	Please state for which lot(s) the applicant applies for prequalification (1-6): <i>To be completed by the applicant</i>	

Appendix 3: Description of referees

List of referees from comparable or similar contracts:

For Part A (OMS)

Place of delivery/ customer	Contact person	Contact information	Amount (EUR)	Period of performance	Description of tasks delivered
<i>To be completed by the applicant</i>	<i>To be completed by the applicant</i>	<i>To be completed by the applicant</i>	<i>To be completed by the applicant</i>	<i>Commencement date and completion date to be completed by the applicant</i>	

*More columns may
be added by the
applicant*

For Part B (website/CMS)

Place of delivery/customer	Contact person	Contact information	Amount (EUR)	Period of performance	Description of tasks delivered
<i>To be completed by the applicant</i>	<i>To be completed by the applicant</i>	<i>To be completed by the applicant</i>	<i>To be completed by the applicant</i>	<i>Commencement date and completion date to be completed by the applicant</i>	

*More columns may
be added by the
applicant*

Appendix 4 - E-cohesion requirements

e-Cohesion is a European Union (EU) initiative intended to reduce the administrative burden for Structural Funds programmes and project beneficiaries. e-Cohesion is considered an important aspect of the overall effort to simplify Structural Funds programmes and projects.

According to the regulatory requirement, the new generation of ETC programmes (2014 – 2020) should provide for a secure electronic data exchange system with project beneficiaries (Common Provisions Regulation – CPR, 2013). Member States need to ensure the electronic exchange system between programme bodies and beneficiaries by the end of 2015. In the case of the development of an OMS for the 2014-2020 programme, the e-Cohesion requirements must be taken into consideration and met through the development of the system.

The scope of this electronic exchange covers information, which must be submitted after the signing of the subsidy contract. These information requirements - reporting on progress, declaration of expenditure and exchange of information related to management, verifications and audits - should be fulfilled via electronic exchange. It is not required to set up a facility enabling electronic submission of project applications, but if Member States wish so, they may extend the concept of e-Cohesion to applicants as well (Interact, 2012:1). The new system for the 2014-2020 programme should set up this facility for project ideas and project applications.

e-Cohesion will mean that:

- the 'only once' encoding principle is applied (i.e. beneficiaries should not need to enter the same data more than once in the system). This principle should apply as a minimum to the framework of the same operational programme.
- the concept of interoperability is guaranteed (data encoded by beneficiaries needs to be shared between different bodies within the same operational programme).
- the electronic audit trail complies with relevant articles of the CPR (Articles 112 and 132) as well as with any national requirements on the availability of documents.
- the system for electronic data exchange guarantees: data integrity + confidentiality, authentication of the sender (Directive 1999/93/EC), storage in compliance with defined retention rules (Article 132 of the CPR).