



European School of Administration

Open Invitation to Tender

EPSO/EUSA/PO/2015/030

Multiple cascading framework contracts for thematic training services on the city and region of Brussels (Lot 1) and on the city and country of Luxembourg (Lot 2) for staff of the institutions, agencies and other bodies of the European Union

Tender specification

**Deadline for submission of tenders:
23/2/2016**



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Preliminary remarks: The contents of this document apply to both lots. Any mention of 'Brussels' implicitly refers to Lot 1, while mentions of the city or country of 'Luxembourg' implicitly refer to Lot 2. Furthermore, 'Brussels' is to be understood as referring to the territory covering the Brussels-Capital Region and the adjacent municipalities.

1 TECHNICAL SPECIFICATIONS

1.1 Subject of the contracts

1.1.1 General introduction

The multiple cascading framework contracts which are the subject of this invitation to tender involve the provision of training services for staff of the institutions, bodies and agencies of the European Union (hereinafter 'the institutions') in order to improve their knowledge and understanding of the historical, social, cultural, political, geographical and economic dimensions of Brussels and Luxembourg.

The contracting authority is the European Commission represented by the EUSA. The EUSA was established in order to assist the Institutions to increase their investment in the professional training of their staff, to promote greater interinstitutional cooperation and the spread of common values and to create synergies in the use of human and financial resources. The School is administratively attached to the European Personnel Selection Office (EPSO), which is part of the European Commission.

The following terms are used throughout this tender specification:

'Training' means all forms of learning and options for development regardless of the mode of delivery;

'Trainer' means any person responsible for running the programmes;

'Tenderer' means an economic operator who chooses to submit a tender;

'Contractor' means a tenderer whose tender has been accepted following the tendering procedure;

'Institutions' means all EU institutions, agencies and bodies, including the European School of Administration. A regularly updated list can be consulted under the heading 'Institutions' at the following web address: http://europa.eu/about-eu/Institutions-bodies/index_en.htm;

'School' means the European School of Administration (EUSA) established on 26 January 2005 by decision of the institutions of the European Union.

'Officials' means all the staff of the institutions, whatever their precise status.

1.1.2 Services to be provided

The contractor will be responsible, in collaboration with the contracting authority, for preparing the content of the programmes, providing trainers and developing and producing all teaching aids.

As a general rule, the contractor will perform all these tasks under the supervision of the EUSA.

The training is to be delivered in two formats:

1. Programme A: short seminars, in particular in the form of ‘lunchtime debates’, on premises provided by the School designed to introduce participants to the urban dynamics of Brussels and Luxembourg and facilitate their understanding of the historical, social, cultural, political, geographical and economic dimensions.

The training should be delivered by one trainer who should aim to introduce participants to a range of the key issues concerning the city in the areas mentioned above. This will help facilitate the integration of EU staff in the society and in the city in which they live and work.

Participants will be registered by the EUSA which will communicate to the contractor in advance of each session the number of likely participants. The EUSA will provide the standard facilities required such as flip charts, screens and video projectors.

2. Programme B: A series of off-site events that take place in the evening and/or at weekends. These will consist of presentations, discussions and site visits which aim to help participants understand in depth the current developments and forces driving the urban dynamics of Brussels and Luxembourg, and to broaden their vision of the city in which they live and work. The programme should thus help to build a lasting relationship between the cities of Brussels and Luxembourg, on the one hand, and the European institutions on the other, and facilitate contacts between EU staff and the local authorities.

The training must be delivered by a number of trainers who must facilitate a variety of presentations, debates, visits and learning activities covering a wide range of different aspects of Brussels and Luxembourg and in particular their role in the wider context of the country and the link with the development of the European Union.

1.1.3 Target groups

In principle, all categories of staff that have the prospect of a long-term contractual relationship with the institutions are included. Participants will have a range of different jobs, levels of responsibility, nationalities, ages, work experience and educational backgrounds.

It is worth noting that, by the nature of their work, some participants will have contacts with different local authorities and organisations.

It is also important to note that since participants may come from one or a number of EU institutions, trainers need to be particularly sensitive to the fact that differences exist between the missions and organisational cultures of the different institutions.

Depending on the format of the training, the average number of participants per group will vary. For programme A, the number of participants will vary from 15 to 40. For programme B, the maximum number of participants will be 30.

1.1.4 Language of delivery

Training will be given in only one language at a time, either English or French. Tenderers must demonstrate their ability to deliver the services in both languages, and to supply suitably qualified trainers able to work in either or both of these languages. For both programmes it is estimated that one-third of the courses will take place in French and two-thirds in English.

Irrespective of the language of training, it is important to ensure uniformity of content.

Trainers must be competent users of the training language (see point 1.1.6). When providing information about the level of language of individual trainers, tenderers must indicate in which languages they are able to work.

1.1.5 Project manager

The contractor must appoint a project manager who will be responsible for coordinating and supervising pedagogical, organisational and administrative aspects relating to performance of the contract.

The person appointed will also be responsible for communicating information between the School and the trainers. The contractor will supply the School with a full list of the telephone numbers and e-mail addresses of trainers so that they can be contacted directly in order to pass on urgent information if necessary.

The project manager must have at least one year's experience of contractual, organisational, pedagogical, administrative and financial management of similar training programmes in the last five years. He or she must be able to work in English and in French with a command of one of them close to that of a native speaker (at least level C1 of the 'Common European Framework of Reference for Languages') and an adequate command of the other (B2 in the 'Common European Framework of Reference for Languages').

1.1.6 Trainers

The contractor must be able to supply trainers who have experience in delivering interactive presentations on the above subjects to multicultural groups.

Trainers must respect and promote the values of the European civil service, in particular equality, dignity, solidarity, justice and respect for rights and freedoms. In this regard, ethics, both personal and professional, will play an important role. The institutions practise and apply a policy of equal opportunities and promotion of diversity and tenderers must take account of this both in their bids and during performance of the contract.

Trainers must possess the highest ethical standards and professional competence and must abide by any code of conduct or similar rules in force in their company or the professional body to which they belong.

Trainers must have a level of a competent user in either English or French (at least level C1 according to the 'Common European Framework of Reference for Languages' http://www.coe.int/t/dg4/linguistic/Source/Framework_EN.pdf).

1.1.7 Places of delivery

Programme A for Brussels and Luxembourg: these programmes will be delivered in Brussels and Luxembourg in the premises made available by the EUSA.

Programme B for Brussels: this programme will be delivered on the contractor's premises or in other sites in Brussels proposed by the contractor. The contractor must therefore be able to provide a room sufficiently large to accommodate a group of 30 participants in a location in or close to the 'European Quarter' where the vast majority of participants will work. This room should be equipped with a screen and a projector and have 30 chairs arranged 'theatre' style. The cost of providing it must be included in the tender. It is for the tenderer to estimate the number of times it will be used in each programme.

Programme B for Luxembourg: this programme will be delivered on the contractor's premises or in other sites in Luxembourg proposed by the contractor. The contractor must therefore be able to provide a room sufficiently large to accommodate a group of 30 participants. This room should be located in the vicinity of the European institutions. It should be equipped with a screen and a projector and have 30 chairs arranged 'theatre' style. The cost of providing it must be included in the tender. It is for the tenderer to estimate the number of times it will be used in each programme.

1.1.8 Training material

The contractor will be required to provide adequate material for participants including, where appropriate, copies of teaching materials and learning or information sources (bibliographies, Internet sites, etc.). Separate versions in English and French will be required.

The EUSA reserves the right to examine the documentation and may amend it.

The documents will remain subject to validation by the EUSA.

Training material may not show the contractor's name or logo unless it is accompanied by the EUSA logo, together with an indication that the contractor is acting under a contract with the EUSA. The contractor will produce these documents in advance and in sufficient quantities for all course participants to have their own copy.

A copy of the training material for each participant in each group must be included in the price of the training, the size of groups being set at a maximum of 40 participants for A programmes and 30 participants for B programmes.

Supplying the training material at the place where the training courses are held is the responsibility of the contractor and is also covered in the price of the training.

The contractor will also be responsible for running group sessions using 'Yammer' ©™. The EUSA will provide the contractor's employers with access to the application. On the basis of

current experience, this task will apply only to B programmes and will account for no more than two hours of work per month.

1.1.9 Quality assurance and monitoring

The contractor will be required to work in close collaboration with the staff of the EUSA for the purposes of evaluating training courses. The EUSA has sole responsibility for management of the systems for evaluation by participants, and for exploitation of the results.

To ensure the quality of its programmes on a permanent basis, the EUSA will carry out evaluations of the quality of trainers. If necessary, the contractor will be asked to take the requisite measures to remedy any shortcomings in this regard.

In particular:

The EUSA will monitor the quality of services supplied under this contract, specifically by means of participant evaluations. After each course, participants will be asked to answer the question 'How do you rate the trainers? (Give your answer on a scale of 1 to 4, where 1= Unsatisfactory and 4= Excellent)'.

If more than 10 % of the responses received for the training courses given over a three-month period (or a six-month period, if the EUSA so decides) are 1 or 2, the contractor will be asked to take the necessary steps to remedy the situation. It will inform the EUSA of the nature of those steps.

The EUSA will inform the contractor of the results of evaluations so that the contractor can propose, inter alia, adjustments to the content, duration, methods and teaching materials etc. Adjustments may also be proposed spontaneously by the contractor.

1.1.10 Compliance with environmental, social and labour law

Tenderers must comply with the applicable obligations in the fields of environmental, social and labour law established by Union law, national law, collective agreements or international conventions applicable in the social and environmental field listed in Annex X to Directive 2014/24/EU.¹

To this end, tenderers must declare their conformity with the abovementioned legislation.

¹ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC. Text with EEA relevance, OJ L 94, 28.3.2014, pp. 65-242.

1.1.11 Volume

By way of information the estimated volume for the four years of the contract is as follows; this does not, however, constitute any kind of guarantee as to the number of training courses that will be organised.

For Brussels (Lot 1):

- Programme A: 40 sessions of between one and two hours (30 in English, 10 in French). The content of the two language versions should be the same.

Currently, in Brussels, each session lasts one hour and thirty minutes and takes place during lunchtime.

- Programme B: 8 programmes (5 in English, 3 in French). The content of the two language versions should be the same. More specifically, the aim is to organise, for each programme, four sessions longer than four hours and eight of between two and four hours. However, both the number and the length of sessions could change.

Currently in Brussels, each programme is composed of 12 sessions of between 2 hours 30 minutes and 6 hours.

For Luxembourg (Lot 2):

It should be stressed that, at present, no A or B programmes are run in Luxembourg. As a result, the estimates for these programmes are based on the estimates for training courses in Brussels and are not a guarantee for the number of courses to be organised in future.

- Programme A: 20 sessions of 1 hour 30 minutes (15 in English, 5 in French). The content of the two language versions should be the same.

- Programme B: a maximum of 8 programmes (5 in English, 3 in French). The content of the two language versions should be the same. More specifically, the aim is to organise, for each programme, four sessions longer than four hours and eight of between two and four hours.

Pursuant to Article 134(1)(f) and (3) of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application² of Regulation (EU, Euratom) No 966/2012³ of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, the contracting authorities may use the negotiated procedure for the award of new service contracts for services similar to those entrusted to the party awarded the initial contract. This procedure can be applied only for a period of three years following conclusion of the initial contract.

² Please note that the numbering of the Articles of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application will change from 1 January 2016 following the adoption of the new Delegated Regulation on the rules of application.

³ 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, 26.10.2012, p. 1), as amended.

1.1.12 Prices

Prices must be expressed in euros (if necessary, using the conversion rates published in the C series of the Official Journal of the European Union on the date of publication of the invitation to tender). They must be broken down as indicated in Annex 4. All sections of that Annex must be completed and attached to the tender.

Unit prices must be fixed amounts, and must be firm and final for the first year of the contract. Thereafter, annual price indexation will be allowed in line with the conditions set out in Article I.3.2 of the draft framework contract.

Prices must be free of all duties, taxes and dues (the EU institutions are exempt from such charges under the Protocol on the Privileges and Immunities of the European Union annexed to the Treaty on European Union and the Treaty on the Functioning of the European Union (protocol No 7)).

1.1.13 Timetable for implementation of the training programmes

The EUSA expects to be able to conclude the contract with the tenderer(s) during the first half of 2016. For both lots (Brussels and Luxembourg) the training courses are scheduled to start in the first half of 2016. The information above is given for guidance only and under no circumstances can it be regarded as representing a commitment on the part of the EUSA or the European Commission.

2 ADMINISTRATIVE PART

2.1 Participation in the tendering procedure

Participation in this tendering procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in non-Member States which have a special agreement with the Union in the field of public procurement under the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the World Trade Organisation applies, the tendering procedure is also open to nationals of the States which have ratified that agreement, under the conditions laid down therein.

The execution of the service is not reserved by law or regulation or administrative provision to a specific profession.

2.2 Participation in one or both lots

Tenderers may participate in one or both lots covered by this call for tenders.

2.3 Variants

No variants are allowed in relation to the services or the price schedule proposed in accordance with this tender specification.

2.4 Subcontracting

Tenderers are free to include subcontractors if they so wish. Even where the contracting authority authorises the contractor to subcontract to third parties, it will nevertheless remain bound by its contractual obligations and will be solely responsible for the proper performance of this framework contract.

The tenderer must clearly indicate in its tender any intention to subcontract and must submit the information requested in Annex 5.

In the event of subcontracting, the tenderer must submit a letter of intent/declaration from each subcontractor stating its willingness to cooperate in the execution of the contract.

2.5 Joint tenders

A group of two or more economic operators (group/consortium) may submit a tender (joint bid).

A tender submitted by a group/consortium will be treated in the same way as a bid from a single economic operator, i.e. solely on the basis of the criteria published in the tender specification. Changes to the composition of groups/consortia during the procurement procedure may result in the tender being rejected.

The joint tender must be submitted by one of the members of the group/consortium ('lead tenderer') with the authorisation of the other members. The group/consortium should include the required information in Annex 5. In addition, it must attach a power of attorney for each member designating a lead tenderer, with full authority to act on behalf of the group and each of its members in dealings with the contracting authority throughout the procedure. After award of the framework contract, it will be signed by both the contracting authority and the lead tenderer, duly authorised by the other members. The lead tenderer will be also responsible for administration of the contract (invoicing, receipt of payments, etc.) on behalf of all the other entities.

In the event of a joint tender, all the members of a group will be jointly and severally liable towards the contracting authority for the performance of the contract as a whole.

The exclusion criteria will be applied to each member of the group/consortium. The selection criteria will be applied to the group/consortium as a whole, as described in paragraph 3.2. below.

2.6 Contract terms

Tenderers should refer to the provisions of the draft contract which are not included in the tender specification and which specify the rights and obligations of the contractor, particularly those on payments, performance of the contract, intellectual property, confidentiality, data protection, and checks and audits.

2.6.1 Duration and nature of the contracts

The multiple framework contracts will be concluded for a period of 48 months.

'Multiple cascading framework contract' refers to the procedure whereby identical framework contracts are concluded separately between the contracting authority and a number of contractors, to ensure that the contract can be executed by one or other of them, should the one who is first on the list be unavailable. Three framework contracts will be signed for each lot, provided that a sufficient number of eligible tenders are received, on the basis that contractors will be asked in turn to provide services in the cases and according to the procedure described below.

Following an assessment of the successful tenders, the contracting authority will draw up a list in decreasing order of priority of the best three tenderers so as to establish a list of contractors (in line with the maximum number announced beforehand) and the sequence in which they will be offered work when orders are placed. In the case of unavailability of the contractor ranked first for reasons which do not involve terminating the contract, the contracting authority may call on the second contractor and then, if necessary, on the contractor ranked third for the same service.

The circumstances which justify placing the order with the next contractor on the list are:

- an order is not accepted by the contractor in first/second position within the time specified;
- the contractor in first/second position is in a situation of conflict of interest and therefore cannot perform the contract;
- the estimate of the contractor in first/second position is rejected as non-compliant with the service conditions or the terms and conditions of the framework contract.

2.6.2 Planning and ordering procedures

The dates for the training sessions for programmes A and B are proposed by the contractor and must be confirmed by the contracting authority through order forms.

All services requested under the contract will be the subject of order forms issued by the contracting authority. There can be no provision of service without such an order form. The model order forms used by the EUSA are attached to the draft framework contract (Annex 3).

Orders must specify the terms of performance including, in particular, the references of the framework contract, the type of service, the amount in euros, the language(s), performance dates where known, the place where the service is to be provided, and the name of the official responsible for administering the order.

The contracting authority must be able to use, in certain limited cases, the expertise of specialists in some areas covered by this contract. The use of such services will be limited to 10 % of the value of the framework contract and will be made on the basis of an offer by the contractor.

Order forms may be sent by the contracting authority by electronic means.

➤ Deadlines for orders

The order must indicate the dates of performance of the services. The date of performance of the first service must not fall before the date indicated.

Where an order does not mention the dates of performance of the services, these will be fixed by mutual agreement between the contractor and the contracting authority in writing within ten working days of the date of dispatch by the contracting authority. In all cases, the work must not begin before the date of signature of the order form by the contractor.

When the contractor receives an order form from the contracting authority, it must return it, duly signed and dated, within ten working days of the date of sending by the contracting authority.

In the event of failure to observe this deadline, the contractor will be considered unavailable. If the contractor is unavailable or cannot perform the order, it must give reasons for its refusal by the same deadline, without this involving termination of the contract or payment of compensation by the contracting authority. The contracting authority will then be entitled to send the order form to the next contractor on the list, which must also reply within ten working days of the order form being sent by the contracting authority. The period allowed for the

execution of the tasks will start to run on the date the contractor signs the order form, unless a different date is indicated on the form.

The contract will continue to apply to such order forms after its expiry. The orders must be executed no later than 12 months after this date.

Contractors will be required to provide services on all working days of the institutions, which may include national public holidays and occasional evenings and/or weekends. For the purposes of this tendering procedure a provisional list of European Commission and national public holidays in 2016 will be attached to this tender specification for each lot. In subsequent years of the contract, the list of national public holidays and holidays of the EU institutions will be communicated to the contractor each year.

➤ Other special conditions concerning cancellation of orders, late delivery of service, absence of trainers and training quality

For more details, tenderers should refer to the article on other special conditions in the draft framework contract.

2.6.3 Invoicing and payment arrangements

Payments under the contract will be made on presentation of the corresponding invoices accompanied by the attendance list, the list of pre-existing rights and rights of third parties and by the supporting documents specified in the draft framework contract if applicable.

2.6.4 Confidentiality, data protection

The strictest confidentiality is required of all staff working under any contracts signed as a result of this invitation to tender, as they might come in contact with confidential information during the course of their work. Any breach of confidentiality will be treated as professional misconduct and may lead to termination of the contract. The contracting authority reserves the right to instigate legal proceedings for breach of confidentiality.

No filming or sound recording by the contractor or third parties during any services provided will be allowed unless authorised in advance in writing by the contracting authority.

Specific requirements relating to personal data and the protection of data are set out in the draft framework contract (Annex 3). The contractor is responsible for ensuring that all data to which it or its staff have access in the course of performance of the contract is dealt with in accordance with the relevant provisions of the framework contract. It is also responsible for ensuring that this obligation applies to all of its subcontractors.

2.6.5 Intellectual property

The provisions applicable to intellectual property are set out in Annex 3 of the draft framework contract.

With the exception of any pre-existing material protected by intellectual property rights, all training material developed by the contractor during the performance of the contract will become the intellectual property of the EUSA, which may use, change, publish, assign or

transfer it as it sees fit, without any geographical or other limitation. These rights may relate to text, images, audio and video recordings of meetings and training sessions, or any other resource intended to be seen and shared by a wide audience.

Should the contractor decide to use, for training purposes, any material or tools covered by the intellectual property rights of a third party, it must take all the steps needed to obtain permission to use that material, including making any relevant licence or royalty payments. In the event of a dispute, the contractor will assume full responsibility for any damage incurred by third parties, without recourse to the EUSA.

3 EVALUATION OF TENDERS AND AWARD OF THE CONTRACT

3.1 Exclusion criteria

Tenderers must provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to in Article 106 or 107 of the Financial Regulation⁴. In particular:

The requested declaration is referred to in Annex 6.

In the case of a joint tender or of subcontracting, this declaration must be submitted by **each member of the group/consortium and each subcontractor if the proportion of the contract to be performed by them exceeds 10 %.**

The exclusion criteria will be applied to each member of the group/consortium and to the group as a whole, including all the economic operators involved in the joint tender. The exclusion criteria also apply to any subcontractors concerned.

In accordance with Article 143 of the rules of application⁵, before the contract is signed, the successful tenderers will be asked to provide evidence, as defined in the declaration, within a time limit specified by the contracting authority. If the tenderer is unable to provide this documentation and cannot therefore prove that it fulfils the exclusion criteria for participating in this tendering exercise, the tender will be rejected, and the contracting authority will then have the right, if it so wishes, to award the framework contract to another tenderer under the same conditions.

⁴ 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, 26.10.2012, p. 1), as amended.

⁵ Please note that the numbering of the Articles of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application will change from 1 January 2016 following the adoption of the new Delegated Regulation on the rules of application.

3.2 Selection criteria

3.2.1 *Economic and financial capacity*

Tenderers must demonstrate their financial and economic capacity. Proof of economic and financial capacity must be furnished by submission of one or more of the following documents:

- (1) A copy of the official balance sheets and profit/loss accounts for the last three years for which accounts have been closed showing the annual pre-tax profit. If for a valid reason, tenderers are unable to provide these documents, they must enclose a statement declaring their annual pre-tax profits for the relevant year(s). **If the balance sheets show an average loss over the past three years, then tenderers (groups/consortia must provide a separate document for each member) must also submit another document as proof of their financial and economic capacity, such as appropriate bank references or proof of professional risk insurance cover;**
- (2) A statement of overall annual turnover in the field of organising and running training courses for the last three years for which accounts have been closed.

If for an exceptional reason that the awarding authority considers justified, a tenderer is not in a position to produce the references referred to in points (1) and (2) above, it may provide evidence of its economic and financial capacity by any other means which the awarding authority judges appropriate.

In the case of a joint tender, the above information must be submitted to the contracting authority in the form of a separate document for each consortium/group member and a document summarising the consolidated data for the group as a whole.

3.2.2 *Technical and professional capacity*

Tenderers must demonstrate that they have the technical and professional capacity to perform the contract. To this end, for each of the lots, tenderers must provide:

- a) Evidence of professional experience in the field of specific training in the form of a declaration/document describing the volume of their activities.

Tenderers must provide evidence of a minimum average of 30 hours of specific training per year over the last three years.

- b) Evidence of their technical capacity to perform the contract in the form of:
 - ✓ the CVs of at least four trainers that the contractor will propose if awarded the contract:
 - i. The CVs must clearly demonstrate using the correct scale that the trainer concerned possesses the appropriate linguistic capacity in English or in French, i.e. level C1 in the CEF scale (http://www.coe.int/t/dg4/linguistic/cadre1_EN.asp).
Of the trainers proposed, at least one must be competent in French and one in English.

- ii. The CVs must show that the trainer has at least six months' proven experience in giving this type of course;
- ✓ the CV of the person designated as project manager, who must have at least one year's experience in contractual, organisational, pedagogical, administrative and financial management of similar training programmes in the last five years and must be capable of working in English and French with a command of one of these languages at near native speaker level. In particular, his or her CV must clearly demonstrate, using the correct scale, that they have the appropriate linguistic skills, i.e. a minimum of level C1 in reading, listening, speaking and writing in the Common European Framework of Reference for Languages (http://www.coe.int/t/dg4/linguistic/Source/Framework_EN.pdf) in English or French and level B2 in reading, listening, speaking and writing in the other language.

For the purpose of this invitation to tender, tenderers must use the standard EU curriculum vitae available for download at:
<http://europass.cedefop.europa.eu/en/home>.

In the case of joint tenders, the professional experience criteria apply to the group as a whole. Each member of the group/consortium must provide the information required above in relation to its role in the consortium/group.

NB: For the evaluation of joint tenders, the selection criteria apply to the group as a whole, including all the economic operators involved in the joint tender.

3.3 Award of the contract

The framework contract will be awarded to the tender that is in order and offers the best value for money having regard to the quality of the services offered and the prices tendered.

3.3.1 Compliance of the tender with the technical specifications

For the qualitative evaluation, tenders must comply with the minimum requirements laid down in Part 1 of the technical specifications.

3.3.2 Qualitative evaluation

A maximum of 100 points will be awarded for the **quality** of the tender.

The quality of the tenders for each lot will be evaluated on the basis of the following award criteria.

Tenderers should therefore ensure that their tender contains all the necessary information, in written form, to demonstrate how they would propose to offer the services and meet the requirements set out in this specification.

The quality of the tenders will be assessed according to the following criteria:

<p>Criterion 1: Quality of the proposal for programme A</p> <p>The tenderer must provide a document of approximately three pages setting out its proposal, describing the teaching methods used, the content of the programme and the various aspects covered.</p> <p>This proposal will be assessed on the basis of the following sub-criteria:</p> <ul style="list-style-type: none"> • The relevance of the teaching methods used to ensure the active participation of participants (15 points, minimum required 10 points), • The quality of the content of the programme and the balance between the various aspects (cultural, political, historical, etc.) covered (25 points, minimum required 18 points). 	<p>40 points</p> <p>(minimum required: 28 points)</p>
<p>Criterion 2: Quality of the proposal for programme B</p> <p>The tenderer must provide a document of approximately ten pages setting out a proposal for Programme B and containing a sample programme, any catering and the quality of the infrastructure.</p> <p>This proposal will be assessed on the basis of the following sub-criteria:</p> <ul style="list-style-type: none"> • The relevance of the teaching methods used to ensure the active participation of participants (15 points, minimum required 11 points), • The quality of the content of the programme and the balance between the various aspects (cultural, political, historical, etc.) covered (30 points, minimum required 21 points), • The appropriateness/suitability of the logistical and organisational arrangements for each programme session (15 points, minimum required 10 points). 	<p>60 points</p> <p>(minimum required: 42 points)</p>

Bids scoring less than 70 points out of the total of 100 points for quality (and/or not having obtained at least the minimum number of points required for each criterion and sub-criterion) will be excluded.

3.3.3 Financial evaluation

➤ Lot 1

When calculating their price, tenderers must take account of the following:

- **Programme A:**

Tenderers should propose a flat-rate unit price for a session of between one and two hours.

- **Programme B:**

Tenderers should propose:

- a flat-rate unit price for a session of between two and four hours,

and

- a flat-rate unit price for a session lasting more than four hours,

For B Programmes which include individual expenses incurred by participants (such as entrance tickets, meal costs, etc.) for excursions, visits or other activities, tenderers should not include them in their prices. However, tenderers should specify the nature of these expenses and estimate them. These elements will not be taken into account in the financial evaluation of tenders.

➤ **Lot 2**

When calculating their price, tenderers must take account of the following:

- **Programme A:**

The intention is to offer the same format and a similar duration in Luxembourg as in Brussels.

Tenderers should propose a flat-rate price for a session of between one and two hours.

- **Programme B:**

In Brussels this programme is currently composed of 12 sessions lasting from 2 hours 30 minutes to 6 hours. However, both the number of sessions and their duration could change.

The intention is to offer the same number of sessions and a similar duration in Luxembourg as in Brussels.

Tenderers should propose:

- a flat-rate unit price for a session of between two and four hours,

and

- a flat-rate unit price for a session lasting more than four hours,

For B Programmes which include individual expenses incurred by participants (such as entrance tickets, meal costs, etc.) for excursions, visits or other activities, tenderers should not include them in their prices. However, tenderers should specify the nature of these expenses and estimate them. These elements will not be taken into account in the financial evaluation of tenders.

The price of each tender will be calculated according to the flat-rate unit prices quoted on the form in Annex 4, multiplied by the volumes indicated, which correspond to the estimated requirements for the four years of the contract.

For the purposes of the evaluation of the tenders, the unit price shall take precedence in the event of an error in the calculation by the tenderer.

The volumes indicated in the price schedule are estimates and do not constitute a guarantee of purchase on the part of the contracting authorities.

3.3.4 Award of contract

Tenderers shall be ranked on a list according to the total points allocated based on the award criteria in order to establish the order of tenders offering the best value for money having regard to the quality and price of services offered.

The total score awarded to each bid will be calculated as follows:

Score for tender x =

$$\frac{\text{price of the lowest tender}}{\text{price of tender } x} \text{ multiplied by } 30$$

+

$$\frac{\text{total point s for quality for award criteria for tender } x}{100} \text{ multiplied by } 70$$

3.3.5 No obligation to award the contract

Initiation of a tendering procedure imposes no obligation on the contracting authority to award the contract.

The contracting authority shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

3.4 Content

Each tender must contain all the information and documents necessary to enable the contracting authorities to evaluate it on the basis of the exclusion, selection and award criteria.

It is, therefore, the responsibility of all prospective tenderers to ensure that the tender is complete and contains all the necessary documents, duly completed.

3.4.1 Administrative information

Each tender must contain the following administrative information:

- Identification of the tenderer
 - a. Tenders must be accompanied by a covering letter written on the headed notepaper of the tenderer (lead tenderer in the case of a joint tenders) and signed by the duly authorised legal representative of the tenderer. In the case of subcontracting and/or joint tenders, tenderers must specify in the letter the names and tasks envisaged for each member of the consortium/group concerned and each subcontractor;
 - b. The identification form attached in Annex 5, duly completed, dated and signed by the duly authorised legal representative of the tenderer (lead tenderer in the case of a joint tender). The identification form must be accompanied by all the supporting documents requested;
 - c. **In the case of a joint tender**, the group/consortium that submitted the tender must also submit a power of attorney for each member designating a lead tenderer, with full authority to act on behalf of the group and each of its members in dealings with the contracting authority throughout the procedure;
 - d. **In the event of subcontracting**, the tenderer must submit a letter of intent/declaration from each subcontractor stating its willingness to cooperate in the execution of the contract.
- Exclusion criteria: Tenderers must provide a duly completed, dated and signed declaration on their honour.
- Selection criteria: Tenderers must provide all the documents required for the selection criteria set out above.

3.4.2 Technical proposal

The technical proposal must contain:

- a. A declaration confirming that the tenderers will comply with applicable environmental, social and labour law obligations established by Union law, national legislation,

collective agreements or the applicable international social and environmental conventions listed in Annex X to Directive 2014/24/EU. In the event of a joint tender, this declaration must be provided by each member of the group/consortium.

- b. A document of around three pages setting out a proposal for programme A;
- c. A document of approximately ten pages setting out a proposal for Programme B and containing a sample programme, any catering and the quality of the infrastructure.

3.4.3 Financial proposal

The financial proposal must include a duly completed price schedule, stamped and signed by a person authorised to make legally-binding commitments on behalf of the tenderer using the form provided in Annex 4.

Tenderers' attention is drawn to the fact that a separate form is available for each lot (Annex 4a - Price schedule for Lot 1 and Annex 4b - Price schedule for Lot 2).

3.4.4 Presentation of tenders

- The tender must be delivered according to the requirements set out in the letter of invitation to tender, and before the date and time indicated in that letter.
- Tenderers must abide by the following rules if they submit a tender for both lots:
 - i. a separate tender must be submitted for each lot;
 - ii. each tender must be submitted in a separate envelope with the lot number clearly indicated as stipulated in the invitation to tender.
- Tenders should be accurate and concise.
- Tenders must be signed by the tenderer's legal representative as described in point 3.4.1 above.

3.4.5 Cost

The costs of preparing and submitting tenders shall be borne by the tenderer.

4 ANNEXES

Annex 1	Sample sessions for Programme B in Brussels
Annex 2	a) European Commission holidays and national public holidays - Brussels (Lot 1) b) European Commission holidays and national public holidays - Luxembourg (Lot 2)
Annex 3	a) Draft contract (Lot 1) a) Draft contract (Lot 2)
Annex 4	a) Price schedule (Lot 1) b) Price schedule (Lot 2)
Annex 5	Identification form
Annex 6	Declaration on the candidate's honour