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EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HEALTH AND FOOD SAFETY

Directorate F – Health and food audits and analysis
Unit F6 – Internal control and services

CALL FOR TENDERS

N° SANTE/2017/F6/014

Framework contract for the provision of language training services to the European Commission at its offices in Grange, Dunsany, Co. Meath, Ireland

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1. NATURE OF THE TENDER

The Contracting Authority is the Directorate-General for Health and Food Safety of the European Commission (DG SANTE).

DG SANTE (Unit F6) is launching this open call for tenders with a view to concluding a single framework contract (FWC) to provide the Contracting Authority (hereafter also mentioned as the 'Commission') with language teaching in four official languages of the European Union: English (EN), French (FR), German (DE) and Spanish (ES). **Candidates are required to tender for all four languages.**

DG SANTE/F6 will be the sole contact point for tenderers throughout this call for tender process, by email: SANTE-IRL-CTF@ec.europa.eu

The training services are to be supplied to the Commission offices in Grange, Dunsany, Co. Meath, Ireland, some 45 km north-west of Dublin, approx. 8 km from Trim and 25 km from Navan, on the R154. Given the location, the site is preferably reached by car, although it is on a public transport route which is currently serviced by Bus Eireann (for details of service refer to www.buseireann.ie). The Commission is not responsible for the transport of Contractor's staff to and from the Commission offices.

1.2. PARTICIPATION

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the plurilateral Agreement on Government Procurement[1] concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down.

1.3. CONTRACTUAL CONDITIONS

The tenderer should bear in mind the provisions of the framework contract which specifies the rights and obligations of the Contractor, particularly those on payments, performance of the contract, confidentiality, checks and audits.

[1] See http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm

1.4. GENERAL TERMS

In submitting an offer, the tenderer accepts all provisions of the draft framework contract attached to these tender specifications. Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

Tenderers' attention is drawn to the fact that the FWC does not constitute placement of a request for service but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term.

All documents presented by the tenderer become the property of the European Commission and are deemed confidential.

The Commission will not reimburse expenses incurred in preparing and submitting offers.

The signature of the FWC does not commit the Contracting Authority to conclude specific contracts and does not give the Contractor any exclusive rights to the services covered by the FWC. Therefore, the Contracting Authority reserves the right to contract services described in this call for tenders outside of this FWC. In any case, the Contracting Authority reserves the right, at any time during the FWC, to cease placing requests for services without the Contractor thereby having the right to any compensation.

1.4.1. Duration

The duration of the FWC is four years.

The FWC shall enter into force on the date on which it is signed by the last contracting party.

Specific contracts must be signed before the FWC they refer to expires. The implementation of the specific contracts shall not exceed 6 months after the expiration date of the FWC.

1.4.2. Maximum indicative budget

The maximum cumulative value of all specific contracts to be concluded under the FWC for the entire period of four years shall not exceed EUR 455,000 (four hundred and fifty-five thousand euro). However, this does not bind the Contracting Authority to purchase the maximum amount.

Given the characteristics of this FWC, the volume of services required by the Contracting Authority will vary annually. Therefore, no assurance is given on the volume, value and frequency of the assignments implemented under this FWC.

1.4.3. Contract Management

The FWC and its specific contracts will be managed by the Directorate-General for Health and Food Safety of the European Commission (DG SANTE).

1.5. QUALITY CONTROL AND ASSESSMENT

The Contractor is responsible for the quality of the services provided.

The tenderers must include in their tender a draft quality plan that they propose to adopt for the purposes of providing the services covered by the FWC.

The final quality plan should be submitted by the Contractor to the Commission within two calendar months following the first implementation day of the framework contract. The quality plan must describe how the Contractor will monitor work and ensure that the services provided to the Commission are of high quality.

The quality plan shall be binding on the Contractor.

The quality plan will specify as a minimum:

- the Contractor's staff selection and management policy for staff involved in providing services under this framework contract, the methods and the measures used to motivate trainers,
- the detailed plan for the ongoing training of staff,
- the evaluation of the performance of its staff (the indicators used must be specified),
- the evaluation of its overall performance (the indicators used must be specified),
- the list of actions and practical measures to ensure equal opportunities and respect for diversity,
- the internal manual of administrative procedures and logistics,
- the detailed procedure for handling, resolving and remedying complaints from learners,
- quality control and assurance of courses and services (the indicators used must be specified),
- the procedure for updating and amending the quality plan.

Throughout the lifetime of the framework contract, the Contractor undertakes regularly (at least once a year) to update and amend the quality plan (the updated version is to be sent to the Commission, on request). Any updates and amendments to the quality plan must be notified to the Commission.

All the expenses incurred in developing, distributing, implementing and updating the quality plan are to be borne by the Contractor (see 1.9, part E).

1.5.1. Meetings

For the purposes of implementing and running the planned activities, meetings may be organised in the Commission’s premises once or twice a year between one or more representatives of the senior management of the Contractor and one or more representatives of the Commission.

Short meetings will be regularly organised by the Commission and the Contractor to ensure an efficient execution of the framework contract, notably:

- meetings between the administrative/teaching coordinator(s) (see 2.7.3) and one or more representatives of the Commission,

The Contractor will bear all the expenses arising from its attendance at these meetings; the Commission will not contribute to any of the expenses incurred (transport, accommodation, etc.) (see 1.9, part E).

1.5.2. Activity reports

The Contractor will be required to send reports electronically to the Commission (notably Excel files), on the services it provides under the framework contract:

1. A monthly summary to accompany each invoice (see 2.12.3)

2. At the end of each academic cycle (end of August), within 5 working days, the Contractor will submit (for each class) a report which will contain a summary of each participant's progress, as well as the results of their final exam (marks, comments and decision as to whether the participant can move on to the next level). It may be required to input this information into the learning management system of the Commission (see 2.19.2)

3. In addition, in mid-September of each year of the implementation of the framework contract, the Contractor is to submit a written report in respect of each language, describing the services provided during the previous year and the results achieved during that period. In particular, each report should include:

- a summary of the learners' end-of-course evaluations and proposed solutions to any issues raised therein,
- a summary table of services provided in terms of the number of training activities and learners and the dates of course sessions in the requested period,
- the level of absenteeism and replacement among trainers and the number of classes held at the times requested, postponed (held at a later date), or cancelled,
- an analysis of the activity of the requested period from a teaching perspective, in particular showing the pass rate for each course,
- the percentage/proportion of trainers rejected by the Commission over the period in question,
- a list of training courses followed for each trainer,
- the results (as a percentage) of the assessments of each trainer,
- evaluation of trainers (see 1.5 – Quality control and assessment).

These reports are to be produced entirely at the Contractor's expense; the Commission will not contribute to any of the expenses incurred (see 1.9, part E).

1.5.3. Quality feedback

At the end of each academic year, the Contracting Authority will provide feedback on the overall management of the specific contract during the meetings mentioned at 1.5.1.

1.6. COMPLIANCE WITH APPLICABLE LAW

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU[2].

1.7. JOINT TENDERS

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

1.8. SUBCONTRACTING

Subcontracting is permitted but the Contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify subcontractors whose capacity is necessary to fulfil the selection criteria.

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting Authority.

1.9. STRUCTURE AND CONTENT OF THE TENDER

The tenders must be presented as follows:

Part A: Identification of the tenderer (see 1.10)

Part B: Non-exclusion (see 3.1)

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[2] 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 (OJ L 94, 28.3.2014, p. 65).

Part C: Selection (see 3.2)

Part D: Technical offer (see 3.6 and Annexes IV, V and VI)

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

Part E: Financial offer (see below and 1.10 b)

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone must quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union (see Annex VIII). The amount of VAT may be shown separately.

The fixed price per hour (= 60 minutes of actual training) will be the same for all languages. It will also apply to any placement testing which may be required to determine the linguistic level of participants.

The quoted price must be a fixed amount which includes all charges, eg. all costs, transport, equipment, fees and obligations directly or indirectly relating to the performance of the framework contract.

Prices must be fixed and not subject to revision during the first year of the framework contract. Thereafter, they will be revised in accordance with the procedures laid down in the draft framework contract (see Annex IX - Article I.5.2 and Article II.20).

1.10. IDENTIFICATION OF THE TENDERER

a) Tender submission form (Annex I)

The tender must include a **tender submission form** signed by an authorised representative presenting the name of the tenderer (including all entities in case of a joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure. This form should also mention the name of the person(s) that is(are) authorised to sign the contract in case of award.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent signed by an authorised representative

stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

Subcontractors that are identified in the tender shall provide a letter of intent signed by an authorised representative stating their willingness to provide the service foreseen in the offer and in line with the present tender specifications.

b) Legal Entity and Financial Identification Form

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

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

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

d) Other

Tenderers shall provide the following information if it has not been included with the Legal Entity Form:

For the economic operator that will be responsible for the administrative management of the contract on behalf of all other entities, a legible copy of the notice of appointment of the persons authorised to represent the tenderer, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

The 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. This information is used for statistical purposes only.

2. TECHNICAL SPECIFICATIONS

2.1. BACKGROUND

The purpose of this framework contract is to provide language training services to the Commission at their offices in Grange, Dunsany, Co. Meath, Ireland.

The present complement of staff is approximately 170 persons from the 28 Member States of the European Union, covering a range of administrative and technical activities.

Language skills are a vital aspect of the Commission's operations and we now wish to arrange for the provision of language training services for our personnel in the coming years.

The Commission adheres to the principles of transparency, ethics, individual and collective responsibility, respect for diversity and equal opportunities.

The Commission applies the EMAS programme[3] (EU Eco-Management and Audit Scheme) in all their activities and expects the Contractor to join them in respecting EMAS requirements.

To obtain documents relating to European affairs, tenderers are invited to consult the Europa website http://europa.eu/.

2.2. OBJECTIVE

The general objective of this call for tender is to enable staff of the Commission, based in Grange, Dunsany, Co. Meath, Ireland, to develop the language skills necessary for their work by providing them with language training appropriate to their needs. Training is primarily geared towards the professional activity of staff.

2.3. SERVICES REQUIRED

The services required are described below and the Contractor must, without exception, provide all the services requested. The services will be provided on the basis of requests from the Commission in accordance with their needs. There can be no provision of service without an order (see 2.12). The teaching of the 4 stipulated languages is to be available at the signature of the contract.

2.3.1. Standard Face-to-face courses

These are face-to-face language courses of a general nature for groups and individuals to be provided, by the teachers in person, on the Commission's premises in Grange, Dunsany, Co. Meath, Ireland. The courses must be taught by native-speaker teachers, and measures must be put in place by the eventual contractor to ensure that teaching sessions will not be lost due to unexpected unavailability of teachers (e.g. through illness).

Each language, English (EN), French (FR), German (DE) and Spanish (ES), is to be taught to a maximum of 12 different levels depending on the level of the participants. Each level will be of 66 hours duration comprising weekly classes of 2 hours per class from October to June, followed by 2 weeks of semi-intensive courses (2 hours per day) in August. This format of classes is open to change with advance notice from the Commission.

[3] *http://ec.europa.eu/environment/emas/index_en.htm*

These standard face-to-face courses are to be based on a syllabus provided by the Contractor according to CEFR levels (A1 to C2) and objectives, as these are defined by the Commission (see 2.6.1 for an indication of the language levels and types of courses). Unit prices apply to all of them.

For the description of the duties related to these services, please see 2.18 and 2.19.

2.3.2. Preparation, carrying out and follow-up of placement tests

Placement tests (for both group courses and individual courses) means a test to evaluate the learners' language profile so as to place them in a course at a level appropriate to their skills and needs. It is typically a test lasting one hour in total comprising:

- a written part, generally a multiple-choice questionnaire (QCM) and
- an oral interview (expression) lasting 10 minutes, held on Commission premises
- the oral part may be by telephone (with the agreement of the Commission).

There are testing periods related to the sessions of courses but placement tests can be ordered and run at any time of the year.

No more than **two days** after the placement test (written and oral parts), the Contractor will send the Commission the results, i.e. their decision as to which level the participant should start.

2.4. ESTIMATED VOLUME OF THE CONTRACT

As an indication, the estimated volumes based on the annual average volume of the teaching services ordered over the period 2015-2016 are presented in the table below. These annual volumes are expected to be similar over the period 2017-2021. The number of levels offered will increase from 7 levels to 12 levels. This may have an effect on volume. This estimation does not constitute a commitment for the Commission regarding the volumes to order.

The Commission currently has a framework contract enabling it to offer face-to-face courses in all official EU languages on request, although normally only English, French, German and Spanish classes are provided and currently cover CEFR levels A1 to B2.1. They are offered to approximately 60 learners per year.

Languages	Hours
	Total volumes
language learning in German (DE)	198
language learning in English (EN)	66
language learning in Spanish (ES)	396
language learning in French (FR)	462

Please note: under Article 134(1)(e) and (3) of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, the Contracting Authority may use the negotiated procedure to award new services consisting of a repetition of similar services entrusted to the holder of the initial contract. The negotiated procedure can be applied only for a period of three years following conclusion of the initial contract.

2.5. TARGET GROUP FOR LANGUAGE TRAINING

The target group for the training is the staff of the Commission based in Grange, Dunsany, Co. Meath, Ireland, i.e.: all officials and in certain cases trainees, other staff and spouses. However, other colleagues may be included at the request of the Commission.

The tenderers' attention is drawn to the presence of different nationalities within groups, and their command of different mother tongues and other languages.

2.6. FORMAT OF COURSES AND TESTS

The Contractor must conduct the courses in accordance with the procedures laid down by the Commission regarding, for example, training days/periods, timetables, training rooms, etc. (non-exhaustive list). These procedures will be indicated in advance.

As an indication, the following table shows how language training is currently organised in Grange:

Intensity	Total duration	Time spent per day	Frequency
Once per week	46 hours (over approx. 9 months)	2h00	**1 session per year**
Semi-intensive	20 hours (2 consecutive weeks)	2h00	**1 session per year in summer**
Individual courses	**According to demand**	**According to demand**	**According to demand**

The Commission draws the attention of the Contractor to the fact that the current format of courses and tests does not necessarily represent the way courses will be organised during the entire duration of the framework contract.

The Commission has the option of ordering similar services with a different structure. The Commission can therefore order specific courses of a duration and intensity decided on a case-by-case basis in agreement with the Contractor.

2.6.1. Organisation of courses

The table below indicates the levels of Commission courses to be provided under the FWC, and their correspondence with the CEFR:

	Commission courses	CEFR levels
STANDARD COURSES	LEVEL 1	**A1**
	LEVEL 2	**A2.1**
	LEVEL 3	**A2.2**
	LEVEL 4	**B1.1**
	LEVEL 5	**B1.2**
	LEVEL 6	**B2.1**
	LEVEL 7	**B2.2.1**
	LEVEL 8	**B2.2.2**
	LEVEL 9	**C1.1**
	LEVEL 10	**C1.2**
	LEVEL 11	**C2.1**
	LEVEL 12	**C2.2**

Note: The CEFR[4] levels required are Levels A1 to C2 for all official EU languages. (See also 2.9.1)

These courses are the subject of a final evaluation. Access to training courses may be subject to placement tests.

2.6.2. Organisation of tests

The way in which placement tests are organised is set out in 2.3.2.

There is also another test known as the '**final assessment test'**, which is included in the price and forms part of the course. This is a test lasting two hours altogether, made up of an aural part (comprehension) and a written part (expression and comprehension), both provided by the Contractor, and an oral test (expression) designed to show that the student has acquired language skills. It is compulsory for all learners in all courses. (See also 2.18.3)

2.6.3. Working days and timetables

The Contractor undertakes to provide services on all working days of the Commission, which may include national public holidays.

By way of a guide, the following are not working days for the European Commission in 2017. These dates change annually and the table will be provided at the beginning of each year.

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[4] *The Council of Europe's 'Common European Framework of Reference for Languages' (CEFR), Council for Cultural Co-operation, Education Committee, Language Policy Division, Strasbourg 2001, available from: http://www.coe.int/t/dg4/linguistic/Source/Framework_EN.pdf*

PUBLIC HOLIDAYS FOR 2017

2 January	Monday, day following New Year's Day
17 March	Friday, St. Patrick's Day
13 April	Maundy Thursday
14 April	Good Friday
17 April	Easter Monday
1 May	Monday, Labour Day
9 May	Tuesday, Schuman Day
25 May	Thursday, Ascension Day
26 May	Friday after Ascension Day
5 June	Whit Monday
15 August	Tuesday, Assumption Day
1 November	Wednesday, All Saints Day
2 November	Thursday, All Souls' Day
23 December to 31 December	5 end-of-year days

2.6.4. Number of learners

The number of participants per course may vary from 1 up to a maximum of 10 persons. A significant number of participants in language training courses are required by the nature of their work to undertake frequent travel. They are likely, therefore, to be absent from language classes from time to time. It is of vital importance that the Contractor provide solid pedagogical support for such participants so that they keep up with course work and progress within their language level.

The number of learners will be indicated on a case-by-case basis prior to each language session.

2.7. ARRANGEMENTS FOR PERFORMING THE CONTRACT

2.7.1. Organisation of the working relationship

Close coordination will be set up between the Commission and the Contractor so as to inform the latter in advance (see 2.12) of the training to be provided and thus to enable them to plan efficiently. In practice, this coordination will include a quality plan, reports and regular meetings (see 1.5).

The relationship between the Contractor (and all its staff members) and the learners from the Commission must be confined to the proper performance of the framework contract. Any communication of any other kind must be referred to the Commission.

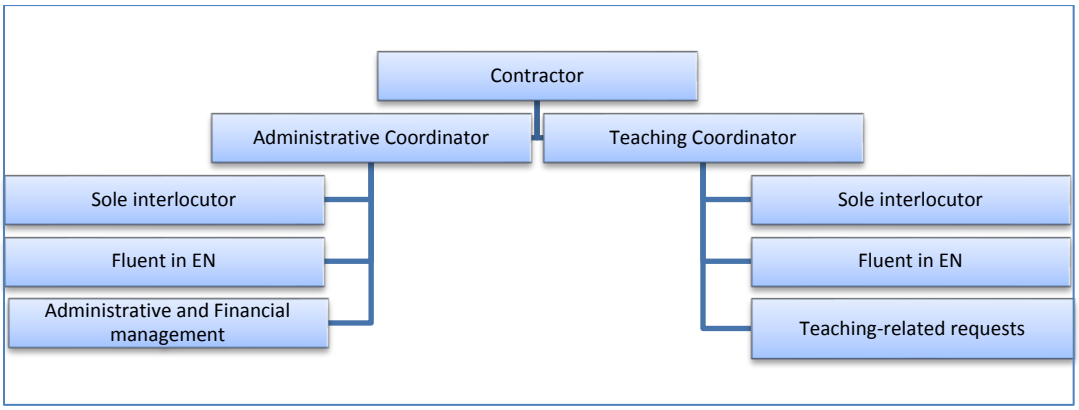
2.7.2. Working languages

In order to facilitate the various tasks that will be entrusted to them, all staff members of the Contractor must be able to speak fluent EN (English) (CEFR level C1) so that they can be understood by the learners and Commission staff.

2.7.3. Designation and responsibilities of coordinators

The Contractor must clearly designate, on signature of the framework contract, an administrative coordinator and a teaching coordinator. **These may be the same person**.

All expenses relating to the coordinators' activities and meetings are to be borne solely by the Contractor (see 1.9, part E).



Administrative coordinator

The administrative coordinator will be the contact point with the Commission and will be the sole interlocutor to whom the Commission makes requests of an administrative and organisational nature. They must be able to speak fluent English.

They will be responsible for the administrative and financial management of the framework contract, including the planning of the various tests and courses on the basis of the logistical resources available, the organisation of the final examinations, the daily management of course sessions, information to trainers on the details of the services to be provided (deadlines, dates, times, rooms, list and number of learners, instructions, information sessions, etc.) and all tasks associated with invoicing services.

Teaching coordinator

The teaching coordinator will be the contact point with the Commission and will be the sole interlocutor to whom the Commission makes teaching-related requests.

The teaching coordinator is to ensure that the trainers are aware of the teaching resources referred to in the course syllabus. They will also suggest books, documents and teaching materials they think will be useful, taking into account the opinions of the trainers.

They will, in particular, be expected:

- to acknowledge the requests from the Commission,
- to ensure that the CVs of the trainers correspond to the technical requirements laid down (2.8),
- to ensure that the programmes, courses and other services ordered and delivered meet the needs of the Commission and do so within the specified time frame,

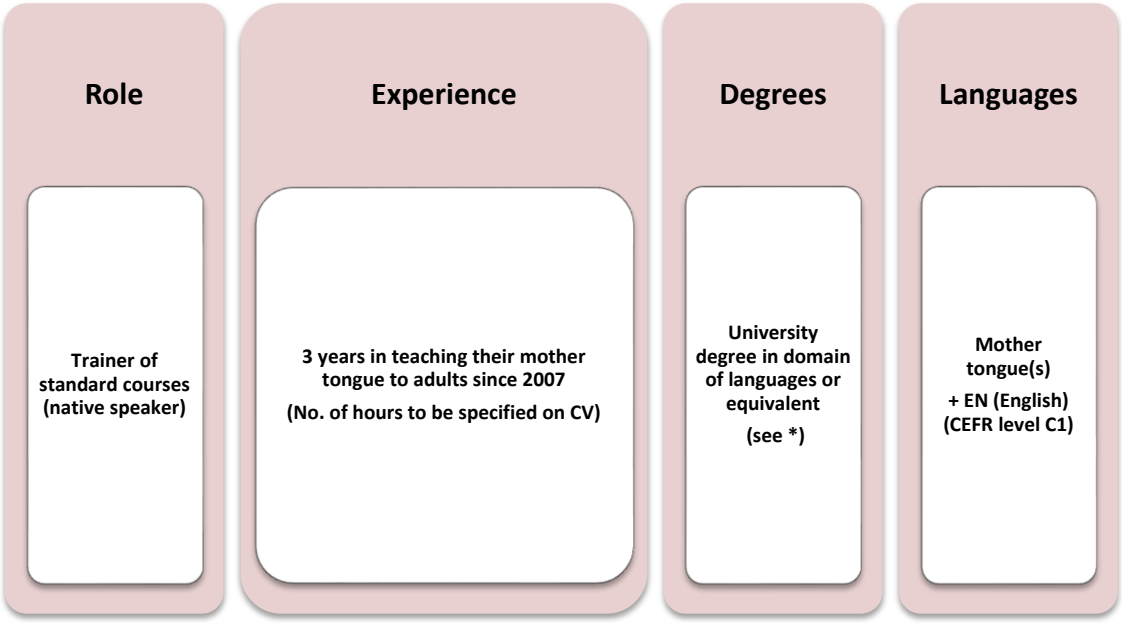
- to ensure the quality of the teaching of the courses and good relations between the trainers and the learners,
- to handle any teaching-related complaints from the Commission,
- to ensure that best possible use is made of the trainers' skills during the training programmes,
- to keep the Commission informed of any change or alteration concerning the proper execution of the services ordered,
- to meet the Commission department at their request. Any expenses related to such meetings will be borne solely by the Contractor (see 1.9, part E),
- to ensure that the reference to the Common European Framework of Reference for Languages is respected for all services,
- to ensure that the trainers have the necessary ICT skills.

2.7.4. Changes to the core team

Any change to the core team of the FWC initially proposed must be notified to the Commission.

2.8. CONTRACTOR'S OBLIGATIONS CONCERNING ACCREDITATION OF TRAINERS

The Contractor must request accreditation by the Commission of any trainer working to implement the framework contract even if the trainer has worked for a Contractor linked to another framework contract with the Commission.



*The degree has to be awarded after at least three years of study. Also, if the degree is not in the domain of languages then the Commission could accept the CV in the case of extensive experience (5 years) in language teaching of mother tongue to adults since 2007.

Accreditation by the Commission will be granted on the basis of:

- consideration of the CV supplied by the Contractor (duly signed and dated by the person and by the Contractor, preceded by the handwritten words 'read and approved') and
- examination of a copy of the degree requested.

The Commission will notify their decision to the Contractor in writing. In the event of a rejection, the Contractor will propose another trainer with the required qualifications within the deadline for performing the service or the deadline indicated on the order form corresponding to the service.

The Contractor must ensure that it has enough trainers responding to the technical requirements (see 3.6) to meet the needs of the Commission for each session.

As far as possible, the Contractor will be required to provide the services using the same team of trainers throughout the service covered by a given order. If a trainer is unable to perform his or her duties, the Contractor must immediately inform the Commission and undertake to replace the trainer forthwith with another accredited trainer.

In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating their reasons for so doing. Replacement staff must respond to the technical requirements and perform the contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff (see Annex IX - Article II.4.9 of the draft framework contract).

The Contractor will regularly update the training of its staff in the methods and skills required to perform their duties (see quality plan under 1.5).

To enable the Commission to ensure compliance with the provisions of this point 2.8, the Contractor must notify the Commission without delay of any planned staff changes. All expenditure incurred as a result of such replacements will be borne by the Contractor.

2.9. PEDAGOGY

The content and teaching objectives of the courses for the services described at 2.3 will generally be set by the Commission (see 2.6.1 for the list of levels organised by the Commission). The Contractor will have to comply with them scrupulously.

2.9.1. Taking account of the Common European Framework of Reference for Languages

With the aim of greater consistency in language training, the Commission uses the 'Common European Framework of Reference for Languages', developed by the Council of Europe's Council for Cultural Cooperation, Steering Committee for Education, Language Policy Division (Strasbourg) 2001, available on the following website: http://www.coe.int/t/dg4/linguistic/Source/Framework_EN.pdf

This framework ensures a correspondence between the levels of the different languages taught. It is the main reference and must be quoted in respect of all the services required, in particular the course descriptions, the carrying out of the various tests, course content and teaching materials, and the description of teaching resources.

2.9.2. Methodology

The Commission seeks to propose to their staff, language courses that are informed by contemporary theories of learning and eclectic methodology. In general they support a communicative and autonomous pedagogy influenced by the use of technology and the respect of multilingualism and multiple cultures in the classroom.

2.9.3. Online Platforms

The Commission wishes to provide all their staff with programmes, course teaching materials and descriptions of what has been done during the lessons on the Commission platform and/or on the Contractor's platform, which will make it easier for learners who are unable to attend classes regularly to catch up.

In this context, it is essential that the Contractor undertakes to train the trainers with a view to being able to use Information and Communication Technologies (ICT).

The Commission takes the responsibility to provide the Contractor with the staff data (name and email) necessary for the use of external platforms in accordance with the rules and regulations of the European Data Protection Office for the protection of personal data (https://secure.edps.europa.eu/EDPSWEB/edps/lang/en/EDPS/Dataprotection/Legislation).

If applicable, the administration of the accounts of the learners in the platform of the Contractor is one of the responsibilities of the Contractor with respect to the rules and regulations mentioned above. The Contractor will be responsible for providing assistance to the learners.

The content (programmes, course teaching material, homework) and the conditions of use will be jointly defined by the Contractor and the Commission. The update and the upload of the content on the platform will be ensured by the Contractor, be it on the Commission platform or on the Contractor's platform, at no extra cost.

2.9.4. Possible teaching of groups by pairs of teachers

Some group language classes may be given by pairs of teachers, who will give classes alternately. Each class will be given by one trainer on an alternating basis so that this arrangement does not lead to different pricing from that for courses provided entirely by one trainer working alone.

This will enable learners to have contact with different approaches and practices, and the trainers to specialise in particular skill areas while sharing their teaching practices more widely.

The use of an alternating system and the form it will take will be specified in advance. It will not lead to the creation of any extra hours.

Please note: the pedagogical duties of the trainers during the courses are set out in 2.19.2.

2.10. CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA BY THE CONTRACTOR

Strictest confidentiality is required (see Annex IX - Articles II.8 and II.9 of the draft framework contract). Any breach of confidentiality may result in the Commission terminating the framework contract.

2.11. OWNERSHIP OF RESULTS, INTELLECTUAL AND INDUSTRIAL PROPERTY

See Annex IX - Article II.13 of the draft framework contract.

All the courses that are the result of contractual services will be the property of the Commission, as will any other teaching material ordered by them.

Contractors are required to keep, for the lifetime of the framework contract, all original placement tests and final assessment tests completed by all learners from the Commission. The Contractor is to hand all these documents to the Commission at the end of the contract. The cost of storing and transferring these documents to the Commission is to be borne exclusively by the Contractor.

2.12. ORDERS AND INVOICING

Signature of the framework contract imposes no obligation on the Commission to purchase. Only implementation of the framework contract through orders is binding on the Commission.

Each service covered by the framework contract will be the subject of an order form placed by the Commission. There can be no provision of service without such an order form.

2.12.1. Orders by the Commission

The order form will specify the performance conditions, including the framework contract references, the type of service (e.g. delivery of standard training, placement tests, etc.), a detailed description of the service(s), the amount in euros, the language(s), performance dates where applicable, the name of the service provider, the place where the service is to be provided, the name of the official responsible for administering the order, the target audience, etc.,

- the placement tests may be ordered by means of a general order form (grouped order for a certain number of tests for a given period),
- if the order mentions the dates of performance of the services, the date of the first or last service provided must not be earlier or later than the dates stated in the order,

- the Commission shall purchase on the basis of the prices in force on the date on which order forms or specific contracts are signed by the Commission (see Annex IX - Article II.21.3 of the draft framework contract).

2.12.2. Starting dates for performing services

In general, the communication on the dates of a session will be done before the order is sent, so that the Contractor is aware that an order will be issued by the Commission for a given service.

2.12.3. Invoicing

As a general rule, invoices must be sent only after the service has been provided (at the end of each month), along with the report mentioned in 1.5.2, i.e. a detailed description of services actually provided by the Contractor during the month in question, to be cross-checked by the Contracting Authority. To this end, the Commission will provide a scanned copy of the course presence lists for the preceding month to the Contractor, indicating a cancelled class as "Not to be invoiced" and indicating the date of cancellation. The trainers will make sure that the course presence lists are duly signed by the participants, or marked by the trainer with the mention "Absent" if the participant did not show.

Placement tests will be invoiced per participant who has actually completed the placement test and for whom the Commission has received the final result of the placement test.

The Commission is considering the use of an electronic system for the treatment of orders and invoices. In such a case, appropriate software, information and training would be delivered to the Contractor by the Commission. The Contractor accepts to use this system if it is requested by the Commission. The Commission will not contribute to any other expenses incurred (see 1.9, part E).

2.13. CANCELLATION OF SERVICES BY THE CONTRACTING AUTHORITY

2.13.1. Cancellation of courses, classes or placement tests by the Commission

The Commission reserves the right to cancel any course, class or placement test, subject to two (2) working days' notice before the beginning of the course, class or placement test subject to such notification, by e-mail for any reason whatsoever, and specifically:

- if the number of learners falls below the minimum envisaged at the start of the course the class or the test or
- if logistical problems prevent the smooth running of the course, the class or the placement test.

In the case of a course, cancellation will be confirmed by email.

In such cases, no payment or compensation of any kind will be due.

The Commission reserves the right to cancel, after the beginning of the course in question, any course or class, subject to two (2) working days' notice, by e-mail for any reason whatsoever, and specifically:

- if logistical problems prevent the smooth running of the course,
- if for three consecutive classes the number of learners falls below the minimum envisaged.

In such cases, only the hours worked before the notice of cancellation will be paid.

In the case of a course, cancellation will be confirmed by email.

Any service cancelled less than two (2) working days before it is due shall be paid for by the Commission; the payment shall cover only the services planned for those two working days (corresponding to the period of notice).

In such cases, no compensation of any kind will be due.

2.14. LIQUIDATED DAMAGES AND PENALTIES

In the event of failure to perform or defective performance of its obligations, the Contractor may be imposed the liquidated damages laid down below. See Annex IX - Articles II.15 and II.16 of the draft framework contract.

2.14.1. Late delivery of services by the Contractor

Where the Contractor fails to perform the tasks assigned to him by the deadline specified in the order form, in accordance with the arrangements laid down in the framework contract signed by the Contractor, then, without prejudice to actual or potential liability incurred in relation to the framework contract or to the right of the Commission to terminate, he may be required to pay the Commission liquidated damages amounting to **10% of the price of the service set out in the order for each calendar day of delay after the date of the deadline,** up to an amount equal to that of the service ordered. This clause concerns only the service covered by the order form that was not performed on time.

2.14.2. Failure by the Contractor to meet service objectives

If the Contractor fails to meet the service objectives as these are set out in 2.3, 2.7.3, 2.18 and 2.19, and following two written warnings from the Commission, the latter reserves the right to **cancel without compensation** of any kind the series of services already ordered in respect of which objectives have not been met.

Service objectives include the following cases:

- If over the session as a whole the principal trainer is changed more than twice, for whatever reason, by the Commission (for example, if they are dissatisfied) or by the Contractor, the latter may be liable to pay the Commission liquidated damages equal to half the price of the service set out in the order (50% liquidated damages of the whole course, all lessons). The Commission will pay in full for services provided up to the

second replacement if all lessons have been delivered on the basis of the conditions of the framework contract.

- If, over the session as a whole, the results of a trainer's assessment has been inadequate for all the courses given in one session, based on the learners' evaluation reports carried out by the Commission relating in particular to the methods used in class and the trainer's ability to prepare and teach courses (a total of less than 70%), the Contractor will not be able to propose the trainer again for subsequent sessions.
- In serious cases and based on several complaints by the learners and/or by the Commission, the latter may ask for an immediate replacement of a teacher at any time and notably during a given session.

2.14.3. Absence or late arrival of the trainer, cancellation of services by the Contractor

If the designated trainer or their replacement as authorised by the Commission is absent or arrives 30 minutes or more after the starting time of the service stated on the order form, the Contractor may be liable to pay the Commission liquidated damages of **100% of the price of the service** in respect of which the absence or late arrival is noted, without prejudice to any liability that results or may result from the framework contract or to the right of the Commission to cancel. In addition, the amount due for the service concerned may not be charged to the Commission.

The same liquidated damages shall apply if the Contractor cancels a service.

2.14.4. Inability to supply trainers

A Contractor who is unable to supply trainers responding to the technical requirements and in the numbers required for the organisation of a course or series of courses which has been ordered and which it has accepted, may be liable to pay liquidated damages of **100% of the price of the order** which it has been unable to meet.

2.15. USE OF THE COMMISSION'S PHOTOCOPIERS AND PRINTERS

The Contractor and all its staff members, including the teachers, may not print or photocopy any teaching material or other documents on Commission equipment, as such material is included in the price of services set out in 2.18.2, except if the Commission has given their agreement on the exceptional use of a photocopier or printer (see 2.19.1).

2.16. PREMISES AND RESOURCES PROVIDED

The Commission will provide the Contractor with classrooms which are currently fitted with the following equipment: whiteboard, markers, and most of them also feature a computer with Internet access or TV/DVD player or overhead projector.

2.17. TECHNICAL REQUIREMENTS

Technical Requirements for the Commission are, subject to modification:

	COMMISSION GRANGE (IRL)
OS	Windows 7 + Office 2010
Flash player	24,0,0,221 installed
Java	Java (1.7.0_11-b32)
Web browsers	Firefox 45.7.0 & IE 11

These requirements refer to the existing situation only. There is a general obligation for the Contractor to comply with evolving technical standards and the environment of the Commission.

2.18. RESPONSIBILITIES OF THE CONTRACTOR

Each order placed by the Commission will be regarded as a project to be managed by the Contractor. It will be responsible for quality control and assurance of the project and for implementing the quality plan.

2.18.1. General obligations

The Contractor must:

- Ensure compliance with the obligations incumbent upon the Contractor's staff members specified in 2.19 and 2.7.3.
- Ensure all deadlines are met as these are indicated by the Commission relating to orders, planning and invoicing of courses, and respecting the Commission's work schedule. This work schedule will be notified to the Contractor in due time, after the framework contract has entered into force.
- Ensure sufficient preparation and organisation so that it can deal with the expected volume and keep to the dates and times proposed by the Commission. The Contractor must be able to provide a full, efficient and effective service.
- Ensure the modification of syllabi and courses upon request.
- Change of trainers on the basis of the results of the various evaluations that the Commission send to it.
- Ensure that trainers and the teaching coordinator have sufficient knowledge of the Commission, European Union policies, and relevant aspects of European current affairs, not least so as to have a good awareness of the professional environment of the groups they will be teaching.
- Guarantee a professional environment which allows the trainers to teach as effectively as possible (see Annex IX - Article II.7 of the draft framework contract).
- Meet all the demands of the Commission in relation to security, including, if requested, providing a certificate of good character. All persons working for the Contractor on the

performance of this framework contract and present in Commission buildings must wear the 'contractor' badge issued by the Commission so that it is clearly visible.

- Answer any teaching and/or administration-related question from the Commission about the running of the course.

2.18.2. Provide Teaching Aids

Teachers should provide their own learning aids, e.g. laptops.

The teaching aids and supplementary materials accompanying the training (on paper and in electronic format) are to be produced by the Contractor with the greatest care, are to be constantly updated **at no additional charge** and must meet high quality standards.

The Contractor will have to provide to the Commission at the start of the performance of the framework contract and no later than one month after it, the course descriptions of all languages related to the contract and for all levels corresponding to the Commission requirements (see 2.6.1 for an indication of the current levels and types of courses). The content of the course description is listed below.

a) Course descriptions

The Contractor has to provide a short course description (maximum 5 pages; in EN) indicating the following:

- the level,
- the prerequisites (prior knowledge and skills),
- the target group,
- the number of hours,
- the frequency,
- the detailed training objectives (in terms of language and/or professional skills required under the CEFR – see 2.9.1),
    - pragmatic skills,
    - linguistic skills,
    - lexical skills,
    - grammatical skills,
- the subject introduced,
- the learning methods and materials used,
- the activities and exercises provided on the platform,
- the method for evaluating learners.

NB: once it is approved, this description will be distributed by the Commission. The Contractor will make any changes to the learning programmes that the Commission deems necessary.

b) Course manuals

- they must be available on the market, and they are to be purchased by learners at their own expense. Such manuals are to be jointly identified by the Commission and the Contractor.

- the Contractor must regularly re-examine the course manuals proposed in the curricula with a view to improving the extent to which they meet the real needs of the learners. If the course manuals are different from those proposed for the previous session of language courses provided by the same Contractor, a detailed list of the new course manuals proposed for each course (with an indication of the level in terms of the Common European Framework of Reference for Languages) will be sent to the Commission for agreement at least two months before the start of each session.

c) Supplementary material

- all teaching aids and supplementary materials used during the course must be supplied to the Commission in electronic format (for example: emails, CD-ROMs, USB keys) at the end of each course, and produced with the greatest care and in compliance with the Commission's official visual identity models as well as with respect to copyright laws.
- where paper copies are necessary for the course, these materials must be produced beforehand by the Contractor in sufficient quantities to enable all training learners to have their own copy,
- this material must be adapted and supplemented during the training in line with learners' needs. This work, along with any updates to the material, will be the responsibility of the Contractor, at no additional charge
- this material will be uploaded in the digital platforms of the Contractor or the learning management system or digital platforms of the Commission.

d) Copyright law

The Contractor should complete the Intellectual Property Rights (IPR) statements as appropriate (see Annex VII).

- The tenderers are invited to carefully read the Intellectual Property Rights (IPR) special provisions provided in the draft framework contract (see Annex IX - Article II.12 and Article II.13, in particular Article II.13.9 therein).
- If the result is not to be fully created for the purpose of the contract it is to be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how rights to them have been acquired.
- the Contractor will be required to indemnify the Commission in full and undertake to provide compensation in the event of any action, claim or proceeding brought against them by a third party because the Contractor has infringed intellectual property rights in performance of the framework contract, in particular in the use of teaching materials and aids in any form whatsoever.

e) Cost aspects

- the cost of these teaching aids (including keeping them up to date), and that of materials accompanying the courses (except the course manuals) must be included in the unit price of the course,
- the cost incurred in providing the support and distributing it to learners are included in the unit price of the training.

In the case where the Commission is the owner of teaching material, only the Commission logo should feature on it. Where appropriate, certain materials may bear the Contractor's

name or logo but only in association with the logo of the Commission. In no case may its size exceed that of the logo of the Commission. There must be a statement that the Contractor is acting under a framework contract concluded with the Commission.

2.18.3. Knowledge Assessment Process

All courses provided by the Contractor must adhere to a ***Knowledge Assessment Process*** developed by the Commission that will cover all aspects and skills that are taught and will enable learners to ensure that they have reached or not the proposed objectives.

The process features:

- Language placement tests prior to training which are designed to determine, assess, and indicate the level of competence and must be provided for each language (see 2.3.2).

- Continuous Assessment Process: the Contractor is required to follow a continuous assessment that will allow trainers to provide feedback about the progress of the learners and identify possible weaknesses for the duration of the courses. The details of this process are decided in agreement with the Commission. The Contractor undertakes to play a full part in any assessment system to be introduced by the Commission and is included in the course unit price (at no extra cost).

- Final Test: a final exam at the end of the course that will assess all skills that were practised during the course and certify their level. The development and updating of these exams is the responsibility of the Contractor and they comprise part of the course unit price (at no extra cost). Final tests will last at least two hours and must include:
    - a listening comprehension test, lasting at least 20 minutes,
    - a written test during which both written expression and comprehension will be assessed,
    - a 15-minute interview that can take place on the same day as the written and listening comprehension tests or at the next lesson, depending on the number of learners in the group,
    - no more than **two days** after the test the Contractor will send the Commission the results (marks, comments and decision as to whether the participant can move on to the next level).

Placement and final test contents must be sent to the Commission for approval before they can be used.

2.19. RESPONSIBILITIES OF TRAINERS

Trainers are required to perform according to the criteria and services mentioned below and in 2.3, to comply with the ethical code of the business, the profession or the group to which they belong, and to observe the training objectives identified by the Commission. Trainers are required to observe the deadlines and periods specified by the Commission for all the services ordered.

They are also required to respect and promote, in the teaching methods they use, their attitudes and the content of the services they provide, the missions and values of European integration, namely equality, dignity, solidarity, justice, rights and freedoms, and the ideals

inspiring European integration. Any serious failure to respect these European values may lead to the replacement of the trainer. The Contractor will then be required to provide forthwith another accredited trainer.

The minimum services required of a trainer include:

2.19.1. Practical duties

- arriving on time for their class,
- preparing the room before training, if necessary,
- collecting the paper attendance sheets from the training office before the class and returning them to the training office at the end of the day,
- getting the paper attendance sheet signed by the learners at each class (should the trainer lose the attendance list for the course, signed by the learners, he/she must inform the training office),
- photocopying the material needed for a class in sufficient quantity before the class (the Commission's photocopiers and printers may not be used by trainers and the Contractor's staff unless the Commission has given their agreement on the use of a photocopier or printer (see also 2.15),
- recording in the learning management system of the Commission, or possibly on other media specified by the Commission, after each class:
    - the presence or absence (with reasons) of each student,
    - the content of each class and additional teaching activities,
    - communicate these records to the Commission by appropriate means.
- ensuring that all the equipment and furniture in the training room is put back where it belongs at the end of each class,
- ensuring that lights, screens and computers are switched off at the end of each day,
- complying with the Commission rules on internal security and workplace safety, which will be communicated to the Contractor before each session, and in particular acquainting themselves with the evacuation procedure for the buildings in question and, in the event of an evacuation, complying strictly with the instructions given, including with regard to the requirement to inform the persons present in the room and to make their way to the specified assembly point with a list of the persons present in the room,
- ensuring that tables are left free of any papers, paper cups, etc., at the end of each class.

2.19.2. Pedagogical duties

Here are the pedagogical duties of the trainer to achieve the objectives set out in 2.9:

- obtaining information in advance about the training course and the learners (level, number, expectations, etc.),
- properly preparing a lesson plan,
- delivering training at the appropriate time,
- checking that the documentation and teaching material are ready in due time
- explaining the training objectives clearly and accurately to the learners at the beginning of the course and before each class,
- helping the learners achieve their learning objectives,
- answering clearly and appropriately any teaching-related question from learners about the running of the course,

- coordinating with any other trainers running the same course and preparing any joint activities,
- assessing the learners (placement test, continuous and final assessment – see 2.18.3 and 2.3.2),
- providing, within the time limits set by the Commission, the results of continuous assessment and the final assessment of learning, and a brief comment on each participant's work and the level recommended for the rest of the participant's learning, entering this information into the learning management system provided by the Commission,
- uploading the content (programmes, course teaching material, homework) on the Commission platform or on the Contractor's platform (to give the possibility for the learners to catch up when they are absent),
- identifying the additional digital resources relating to the level being taught so as to prepare the additional activities to be offered to the learners,
- offering strategies to enable learners who have been unable to attend the course to stay informed and to catch up with the syllabus,

The Commission will inform the Contractor in due time of the trainers' evaluation results so that, if necessary, it can adapt the content, programme and/or teaching methods or change the trainer's list for a subsequent session, in collaboration with the Commission. The Contractor undertakes to pass on the evaluation results to its staff concerned as soon as possible after it has received them from the Commission, with due regard to the data protection rules by which the Commission is bound.

3. EVALUATION AND AWARD OF THE FWC

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Evaluation of tenders on the basis of the award criteria

The Contracting Authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

3.1. VERIFICATION OF NON-EXCLUSION

All tenderers must provide a declaration on honour (see Annex II), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in Annex II. **The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to each member of the group in case of joint tender and to all subcontractors whose capacity is necessary to fulfil the selection criteria.**

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the Contracting Authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the Contracting Authority can access the document in question on a national database free of charge.

3.2. SELECTION CRITERIA

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The evidence requested should be provided by each member of the group in case of joint tender and by identified subcontractors whose capacities will be relied upon to fulfil the selection criteria. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

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

The tender must include the subcontractors to whom the tenderer intends to subcontract during the specific assignments.

3.3. DECLARATION AND EVIDENCE

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex II), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually. For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

This declaration is part of the declaration used for exclusion criteria (see 3.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

After contract award, the successful tenderer will be required to provide the evidence mentioned below before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the Contracting Authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already

been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the Contracting Authority can access the document in question on a national database free of charge.

3.4. LEGAL AND REGULATORY CAPACITY

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- **For legal persons**, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- **For natural persons**, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

3.5. ECONOMIC AND FINANCIAL CAPACITY CRITERIA

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- **Criterion F1**: Ratio as defined below; this criterion applies to each member of the group in case of joint tender.

Evidence to be provided:

- Copy of the profit and loss accounts and balance sheets (or extracts from balance sheets) for the last two years for which accounts have been closed from each concerned legal entity;

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

Tenderers (and in case of a joint tender, the leader and the members of the group) are also requested to fill in the 'simplified balance sheet' and the 'simplified profit and loss accounts' enclosed in the 'Simplified Presentation' form in Annex III for the last 2 years for which accounts have been closed. Alternatively, the tenderers may fill in only the fields marked in

bold and the ones marked in italics. All amounts must be expressed in Euro using the conversion rate of the month of the publication of the tender.

On the basis of the data from the 'Simplified Presentation' form, a number of values and ratios will be calculated in order to evaluate the economic and financial capacity of the tenderers.

The following values will be calculated:

Value	Formula/source	Unfavourable if:
own funds	from the balance sheet	negative
	own funds - paid-up capital	negative
working capital	permanent capital - fixed assets	negative
gross operating surplus	from the P&L accounts	negative
net result	from the P&L accounts	negative
self-financing capacity (SFC)	net result after tax + amortization – capitalized production	negative

Following ratios are calculated:

Ratio	Formula	Unfavourable if	Average if	Favourable if
general liquidity	current assets/short-term debts	below 1	between 1 and 1.25	Above 1.25
financial independence	own funds/total liabilities	below 0.20	between 0.20 and 0.40	above 0.40
indebtedness	own funds/medium & long-term debts (MLT)	below 0.30	between 0.30 and 0.60	above 0.60
coverage of deposits and borrowed funds by the SFC	SFC / MLT debts	below 0.25	between 0.25 and 0.50	above 0.50
profitability	gross operating surplus / turnover	below 0.10	between 0.10 and 0.20	above 0.20

Each type of evaluation has a corresponding scoring (number of points) as follows:

Scoring	
Unfavourable value/ratio	0 points
Favourable value	1 point
Average ratio	1 point
Favourable ratio	2 points

In order to meet the financial capacity criterion, the tenderer must obtain a score of at least 8 points (out of a total of 16 points), which corresponds to 50% of the maximum number of points.

If, for some exceptional reason which the Contracting Authority considers justified, the tenderer or candidate is unable to provide the references requested by the Contracting Authority, or if he feels that the financial viability check does not provide an accurate picture of his organisation's financial status, he may prove his economic and financial capacity by any other means which the Commission considers appropriate.

3.6. TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

A. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

Criterion A1: The tenderer must have at least 3 years' experience of providing language training services in a range of languages to groups of adults or linguistically diverse professionals

Evidence A1: The tenderer must provide a list (with references) of the main relevant services provided over the past 3 years in the area of language training, with details of the dates they took place and details of their public or private recipients, the number of teaching staff provided and languages provided

Criterion A2: The tenderer must be in a position to simultaneously provide 10 or more teachers who have at least 3 years' proven experience in teaching their native language as a foreign language to groups of adults

Evidence A2: The tenderer must provide a statement that these teachers are available to assign to the contract

B. Criteria relating to the team delivering the service:

Criterion B1: The tenderer must demonstrate the capacity of the staff delivering the service

The core team shall be composed of:

1. **A contract manager (Administrative coordinator/Teaching coordinator,** see 2.7.3**)** who will act as a single contact point for the Contracting Authority on all tasks. They shall liaise with the Commission, ensuring coherence for the overall work under the FWC. Their specific professional experience must include: overseeing of delivery of services, quality control of delivered service, client orientation and conflict resolution, including experience in at least 3 projects.

2. **Teaching staff:** who have at least 3 years' proven professional experience since 2007 in teaching their native language as a foreign language to groups of adults or linguistically diverse professionals, as well as a university degree in the domain of languages or equivalent. Teachers must be native speakers of the language they are to teach (see 2.8)

Evidence B1: Tenderers must provide evidence (via detailed CVs) of the educational and professional qualifications of:

- the potential contract manager (administrative coordinator/teaching coordinator), and
- the potential language teachers (see CV template in Annex VI)

3.7. AWARD CRITERIA

3.7.1. Criterion 1: Quality of the proposed courses (70 points - minimum threshold 49 points)

The tenderer must submit a description of four (4) courses designed for the Commission (see guidelines for sample courses Annex V).

For this purpose, the tenderer shall fill in the technical tender form provided in Annex IV. The above criterion will be assessed based on the sub-criteria detailed below.

Sub-criterion 1.1: Content (35 points – minimum threshold 21 points):

a. Objectives:
   I. Are the objectives linked to the CEFR?
   II. To what extent are the objectives linked to the specific competencies requirements?
   III. Are the objectives clearly defined (linguistic, pragmatic, sociolinguistic)?
   IV. Are the competencies covered (aural comprehension, production and interaction including pronunciation skills, written comprehension and production)?

b. Target audience:
   I. To what extent does this course address the needs of the specific audience (professional context, multicultural environment)?
   II. Are strategies offered to enable learners who have been unable to attend the course to stay informed and to catch up with the syllabus?

c. Organisation of the content:
   I. Chunking of content into manageable units
   II. Sequence of content
   III. Appropriate balance between instruction and practice
   IV. Activities that promote active learning and cooperation
   V. Innovative features

d. Quality of the teaching materials:

To what extent are the teaching materials,

I. corresponding to the objectives of the course, clear and relevant to the working context of the Commission public?
II. referring to CEFR?
III. Designed for adults (clear structure, learner-centred, systematic, with a variety of learning resources)?
IV. without errors (grammatical/lexical/sociolinguistic)?
V. including an online component with supplementary material?

Sub-criterion 1.2: <u>Pedagogy</u> (35 points – minimum threshold 21 points):

a. Roles of teachers: to what extent do teachers
   I. help learners reach linguistic autonomy,
   II. motivate them to learn,
   III. identify and define useful resources,
   IV. create the appropriate conditions for learning (safe, respectful, open)?

b. Evaluation:
   I. To what extent does constructive feedback and continuous evaluation constitute part of the lesson?
   II. Clearly defined evaluation methods (formative and summative)

c. Methodology:
   I. To what extent does the proposed methodology promote engagement with the language?
   II. Is it cooperative and conducive to peer learning?
   III. Is it communicative and influenced by pedagogy?

3.7.2. <u>Criterion 2: Quality control and work monitoring (30 points - minimum threshold 21 points)</u>

This criterion will assess how the Contractor will monitor work and ensure that the services provided to the Commission are of high quality. For this purpose the tenderer must submit a description of the measures employed to ensure the quality of the services requested and to monitor the work. The tenderer shall fill in the technical tender form provided in Annex IV. The above criterion will be assessed based on the sub-criteria detailed below.

Sub-criterion 2.1: <u>Method of staff selection</u> (6 points – minimum threshold 4 points):

A. Personnel selection policy, procedure and criteria for staff involved in providing services as described in the tender specification
B. A list of actions and measures to ensure equal opportunities and respect for diversity

Sub-criterion 2.2: <u>Quality control</u> (15 points – minimum threshold 11 points):

A. The relevance of the proposed performance and customer-satisfaction indicators through continuous quality control in relation to courses and services
B. Measures taken by the Contractor to update the training of its staff in the methods and skills required to perform their duties (see 2.19) and detailed plan for the ongoing training of the trainers and service providers it supplies to the Commission, including training in ICT.

Sub-criterion 2.3: <u>Procedure management</u> (9 points – minimum threshold 6 points):

A. The internal manual of administrative procedures and logistics and the procedure for the updating of quality control
B. The detailed procedure for handling, resolving and remedying any complaints from the Commission.

3.8. <u>RANKING OF TENDERS</u>

The framework contract will be awarded to the tenderer having submitted the tender with the best price:quality ratio, determined in accordance with the formula below. A weight of 30/70 is given to price and quality respectively:

Score for tender X

=

$$\frac{\textbf{price of the lowest tender}}{\textbf{price of tender X}} \Big\} \textbf{ multiplied by 30}$$

+

$$\frac{\textbf{total quality score (out of 100) for award criteria for tender X}}{\textbf{100}} \Big\} \textbf{ multiplied by 70}$$

4. ANNEXES TO THE TENDER SPECIFICATIONS

Annex I - Tender submission form

Annex II - Declaration on honour on exclusion criteria and selection criteria

Annex III - Viability checks (Simplified version of Balance Sheet and Profit & Loss account)

Annex IV - Technical tender form

Annex V - Guidelines for sample courses

Annex VI - CV template

Annex VII - IPR (Intellectual Property Rights) statements

Annex VIII - VAT exemption (Irl)

Annex IX - Draft Framework Contract

Annex X - Check list of documents to be submitted