



## TENDER SPECIFICATIONS

**Reference:** OC/EFSA/HUCAP/2021/02

**Subject:** Development, delivery and evaluation of a Leadership Development Programme for EFSA's managerial community

**Procurement procedure:** Open call (Article 164(1) (a) of the Financial Regulation)

**Tender specifications purpose:**

1. specify what EFSA will buy under the contract resulting from this procurement procedure;
2. announce the criteria which EFSA will use to identify the successful contractor;
3. guide tenderers in the preparation and sending of their offer;
4. form annex 1 of the contract resulting from this procurement procedure and be binding for contract implementation.

**Additional guidance:**

Please read the [EFSA Guidance for tenderers](#) available on the EFSA website, designed to assist potential tenderers in their understanding of EFSA procurement procedures.

**Provide EFSA with feedback:**

If you considered applying to this call for tenders but finally decided not to, please provide [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu) with your feedback on the call and reasons for not applying. Feedback will be treated confidentially and will only be used for improving future EFSA procurement calls.



## PROCEDURE TIMETABLE

Milestone	Date <sup>1</sup>	Comments
Launch date	15/03/2021	Date Contract Notice is sent to Official Journal
Deadline for sending request for clarification to EFSA	23/04/2021 at 14:30 CEST	Requests for clarification may only be submitted through the e-Tendering website as described in the Invitation Letter.  EFSA is not obliged to reply to clarifications received less than 6 working days before the deadline for submission of offers.
Deadline for EFSA to reply to clarification questions	27/04/2021	
"Receipt Time Limit" - Closing date and time for receipt of offers	<b>03/05/2021 at 14:30 CEST</b>	Refer to the Invitation letter and part 3 of these tender specifications regarding how to submit your offer.
Opening session	4/05/2021 at 14:30 CEST	Requests to attend the virtual opening session must be made 2 working days in advance of the opening session. Refer to Invitation letter for details.
Notification of evaluation results	Estimated MAY 2021	The outcome of the procurement procedure will be communicated to all tenderers exclusively using the e-mail address indicated in their offer. Please check regularly the inbox in question.
Contract signature	Estimated JUNE 2021	

<sup>1</sup> All times are in the time zone of Italy, the country in which EFSA is based.



<b>PART 1 TECHNICAL SPECIFICATIONS - WHAT DOES EFSA NEED TO BUY THROUGH THIS PROCUREMENT PROCEDURE?</b>	<b>4</b>
1.1 BACKGROUND	4
1.2 OBJECTIVES	5
1.3 TASKS, DELIVERABLES, TIMELINE AND PAYMENTS	17
1.4 INFORMATION ON THE CONTRACT	20
1.5 OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS, USE OF RESULTS	22
1.6 PERSONAL DATA PROTECTION	23
1.7 CONFIDENTIALITY	24
1.8 IT SYSTEMS	25
<b>PART 2 EVALUATION - HOW WILL YOUR OFFER BE ASSESSED?</b>	<b>26</b>
2.1 OPENING OFFERS	26
2.2 ORDER OF EVALUATION	26
2.3 GROUNDS FOR EXCLUSION	26
2.4 SELECTION CRITERIA	27
2.5 COMPLIANCE WITH TENDER SPECIFICATION AND MINIMUM REQUIREMENTS	29
2.6 AWARD CRITERIA	30
<b>PART 3 - HOW TO SUBMIT YOUR OFFER USING E-SUBMISSION</b>	<b>32</b>
<b>ANNEX 1 - FINANCIAL OFFER TEMPLATE</b>	<b>36</b>
<b>ANNEX 2 - DRAFT CONTRACT</b>	<b>36</b>



## **PART 1 TECHNICAL SPECIFICATIONS - WHAT DOES EFSA NEED TO BUY THROUGH THIS PROCUREMENT PROCEDURE?**

### **1.1 BACKGROUND**

The European Food Safety Authority (hereinafter EFSA) is an EU-funded European agency that operates independently of the European Commission, the European Parliament and Member States. EFSA was established in 2002 following a series of food crises in the late 1990s as an independent source of scientific advice and communication on risks associated with the food chain. The Agency was formally established by the European Union under Regulation 178/2002 of the General Food Law.

The EFSA Strategy 2027 entails three strategic objectives:

1. Deliver trustworthy scientific assessment and communication of risk from farm to fork.
2. Build partnerships for scientific advice of the future.
3. Empower people and inspire a culture to realise EFSA's strategy.

In this context, EFSA clearly states as core values:

- Excellence
- Independence
- Openness
- Accountability
- Cooperation

In September 2019 the [Transparency Regulation](#) was formally published in the Official Journal of the European Union and amends the General Food Law (Regulation 178/2002). With the Transparency Regulation EFSA aims at:

- Increasing transparency in EFSA's work;
- Revisiting EFSA's processes to allow for the implementation of the new Regulation;
- Redesigning EFSA's scientific processes and methods to address future risk assessment challenges;
- Introducing new data and metadata formats;
- Strengthening collaboration with other institutions and paying more attention to public opinion to foster an open and trustful dialogue.

The Human Capital Unit in EFSA is a strategic partner in achieving EFSA's core objectives by selecting, developing, engaging and retaining the right talents in alignment with EFSA's values, strategies and the needs of internal and external stakeholders. One of its key objectives is enabling managers to lead the organisation forward by ensuring they have the right skills and competencies.



## 1.2 OBJECTIVES

The aim of this procurement procedure is to conclude a framework contract for four years, ~~in cascade with one contractor~~. The framework contract will be implemented through specific contracts or order forms. Each specific contract or order form will set out the specific conditions for performing the individual assignment.

The main objective of the present procurement procedure is to select a provider for the development, delivery and evaluation of a Leadership Development Programme for EFSA's managerial community over the next four years. Components of the programme can be attended also by staff in positions such as Programme Managers, Chief Scientists and HR Business Partners.

The Managerial Community is a diverse group comprising of approximately 65 Managers, divided into three separate management layers: Senior Management (4 Heads of Department and the Executive Director), Middle Management (20 Heads of Unit) and Front Line (40 Team Leaders).

Heads of Department manages EFSA's Departments in which there are several Business Units. They work in close collaboration with the Heads of Units and currently have a span of control of approximately 50 -145 staff members. Heads of Departments play a pivotal role in driving the overall vision, strategic positioning, and preparedness of the organisation.

Heads of Unit manage EFSA's Business Units, each comprising of several teams. They work in close collaboration with the Team Leaders and currently have a span of control of approximately 7-36 staff members. Heads of Units are key not only in managing the Unit's people but also in ensuring operational effectiveness through the implementation of their Unit workplans in alignment with EFSA's strategy.

Team Leaders manage teams of approximately 3-12 staff members. As the ones working closely with their people, their role is key, especially in a virtual way of working, in bringing out the best in their people through people management. Some smaller Units may operate with no Team Leaders.

The numbers shared in this section, in relation to the span of control of people, may change as EFSA is currently reviewing its organisational structure. This may result in a different number of Departments and/or Business Units which will affect the respective number of managers in each managerial layer. The new organisational structure should be known by mid-2021 and will come into force on January 1<sup>st</sup>, 2022.

### 1.2.1 Specific Objectives

The specific objective is the development, delivery and evaluation of a customised Leadership Development Programme for the 3 differentiated managerial layers.



The programme should:

- Be effective by offering activities that will fit with EFSA's organisational context and leadership development needs;
- Bridge EFSA's strategic goals with professional and personal development in the area of people management and leadership as per their job profiles and the processes they are managing;
- Accompany and equip managers throughout their journey to leadership through individual, group and organisational learning;
- Shape and inspire EFSA's managers to be role models that work together to deliver as "one";
- Connect cutting-edge academic research with EFSA's daily leadership roles and organisational activities/complexities, applying academic managerial research to EFSA business context;
- Strengthen individuals' capacity to recognise and discuss leadership approaches in the context of others, exploring emotional awareness and inter-personal communication to build efficient professional relationships and partnerships;
- Enable managers deliver results through people management.

### 1.2.2 Managerial competencies

EFSA has set competencies<sup>2</sup> for each managerial layer which are cornerstones for the development of a successful leadership development programme. These can be summarised here below:

 Technical Competency	TEAM LEADER Proficiency Level (SROF)	HEAD OF UNIT Proficiency Level	HEAD OF DEPARTMENT Proficiency Level
<i>Align subject of expertise with business strategy</i>	4	4	4
<i>Lead the definition of internal policies and regulations</i>	3	4	4
<i>Manage &amp; Improve processes</i>	4		
<i>Manage projects</i>	4		
<i>Manage finances</i>	3	4	4
<i>Manage employees and team</i>	4	4	4
<i>Apply and ensure risk management</i>		4	4
<i>Lead objectives, plans and operations</i>		4	3
<i>Develop and implement EFSA Strategy</i>			4

<sup>2</sup> Each competency is assessed against a four-scale measurement (4= expert, 3= advanced, 2= intermediate, 1= beginner)




Behavioural Competency	TEAM LEADER Proficiency Level (SROF)	HEAD OF UNIT Proficiency Level	HEAD OF DEPARTMENT Proficiency Level
<i>Act with Ethics and Integrity</i>	4	4	4
<i>Deal with Ambiguity</i>	3	4	4
<i>Demonstrate Political Savvy and Strategic Agility</i>	2	3	4
<i>Focus on Stakeholder Needs</i>	2	3	4
<i>Lead and Develop a Team</i>	4	4	4
<i>Plan and Measure for Results</i>	3	4	4
<i>Work With Others</i>	4	4	4



Knowledge	TEAM LEADER	HEAD OF UNIT	HEAD OF DEPARTMENT
<i>Business management principles</i>		X	X
<i>Business processes</i>	X	X	X
<i>Communication principles</i>	X	X	X
<i>Corporate social responsibility</i>		X	X
<i>Cost management</i>		X	X
<i>EU regulations</i>		X	X
<i>Financial regulations Budget Management</i>	X	X	X
<i>Project management techniques</i>	X	X	X
<i>Risk management principles</i>	X	X	X
<i>Strategic planning</i>	X	X	X

During the last years, EFSA has been developing its managerial community in being adept at creating a culture that makes EFSA a desirable workplace by following 7 key managerial principles:



While managerial competencies and principles are still very relevant, considering the ever-changing context where EFSA is called to operate in, such as the recent Pandemic crisis, the challenges it has brought to the managerial community, and the challenges of the Strategy 2027, there is an increasing need to focus also on:

- Developing out of the box and ecosystem thinking;
- Building 360° collaboration and partnerships;
- Leading teams remotely;
- Enhancing digital maturity.

The above is indicative and new imperatives or trends need to be taken into account throughout the implementation of the contract.

### 1.2.3 How do we envision learning to be in the Leadership Development Programme

*Learner – centric:* learners have an active role not only in determining the learning content, but also in choosing from a variety of technological interfaces how they will learn and consume the content.

*Modular:* modules are part of the whole learning journey but can also stand on their own and be attended by participants from other learning programmes. Here one can find bite-sized learning as well as more lengthy learning modules in the form of face to face or synchronous or asynchronous online sessions.

*Agile:* allowing learners to learn from anyplace, anytime and directly linked to what they immediately need. In addition, there is a constant feedback loop with the learners so that the content and format can be adjusted to their imminent needs.





*Experiential:* learning is an active process which engages the learner and not a passive process that happens to the learner. In this sense, learning happens also in the flow of work and is not an add on activity.

*Individual and convergent:* each learner has an individual learning path and owns it by taking responsibility for own growth. Despite the fact that self-learning becomes more and more prevalent, it is also key to remember that managers are on their learning path together, connected to a common vision and they can tap into the collective learning and intelligence acquired. Thus, developing communities of learners is very important and although each managerial layer will have their own learning path, these paths will converge.

*Continuous:* with technological advancements, what we know today may become obsolete tomorrow which calls for a constant need for leaders to develop themselves and their teams. Especially in the ever-changing scientific but not only landscape, staying abreast of scientific, sector and business developments and embracing a lifelong learning mode is key. So is instilling a growth mindset that helps the learner keep pace with the constant changes.

*Linked to business outcomes:* learning has timely application and direct connection to impacting specific organisational objectives.

*A change process:* learning in the end stretches, improves self-awareness, challenges mindsets and builds personal mastery to reach full potential.

#### **1.2.4 Services to be delivered**

##### *Diagnosis of the specific learning needs*

The successful provider is called to conduct a comprehensive learning needs analysis based on the competencies and managerial principles described above. Specifically, the provider is called to propose a methodology of identifying the areas and key competencies needed to be developed that will enable EFSA managers to lead the organisation forward. This must include but is not limited to:

- In-depth interviews with EFSA's Senior Managers (ED and Heads of Departments);
- Targeted focus groups per managerial layer;
- Individual (360) assessments.

The assessment tool used will be tailor-made to EFSA's needs by assessing EFSA's managerial competencies. From the 360-assessment process an individual report for each participant and for each managerial layer will derive; the outcome of the 360 will be interpreted and discussed with a coach. The end outcome of the 360-feedback process will be an individual learning plan for each manager.

##### *Design of the programme*

The content of the leadership development programme will be determined by the outcome of the diagnosis made. Specifically, the content will be driven by the assessment of each managerial layer against the competences and by taking into account EFSA's context, strategy, priorities and future challenges. The programme will include three learning paths for each managerial layer as well as common learning activities as to solidify EFSA's managerial learning community. In addition, in the design phase learning objectives will



be set along with meaningful learning KPIs and a baseline against which the programme will be evaluated in the end.

#### *Delivery of the learning programme*

The provider is called to deliver and implement all component of the programme as per the design of the programme (please see section 1.2.5).

#### *Evaluation of the learning programme*

The provider is called to evaluate the effectiveness, efficiency and impact of the learning programme and make recommendations for future learning activities. In order to establish the impact of the programme the provider will need to propose an evaluation methodology which will include the methodologies used during the diagnosis:

- In-depth interviews with EFSA's Senior Managers (ED and Heads of Departments)
- Targeted focus groups per managerial layer
- Individual (360) assessment

The above is not exhaustive, and the provider can propose other means of evaluation.

The provider may be called to undertake a mid-journey evaluation, by running a 360 assessment for each manager. The outcome of this mid-journey evaluation is a short report demonstrating the change in managerial competencies' proficiency levels. The provider will need to adjust the programme in terms of content or methodology in order take into account the outcome of this evaluation.

The outcome of the final evaluation will be an elaborated report describing the changes in managerial competencies' proficiency levels, how learning KPIs (qualitative and quantitative) have been met, the return on investment for EFSA and recommendations for the future.

### **1.2.5 Components of the leadership development programme**

*Face to face formal learning in form of either classroom learning or synchronous online learning*

Face to face formal learning is an important component of the programme. Each learning path will comprise of several training sessions delivered in a classroom/ face to face format either at EFSA's premises in Parma or online via an online platform.

Each managerial layer will have its specific sessions to attend but there may be common modules for all managerial community.

The length of each training module will depend on the curriculum to be covered and needs to be agreed with EFSA. Training sessions can be complemented by additional microlearning online modules or other learning modalities. Normally, a training session requires 2 trainers, and the successful tenderer would need to ensure adequate support throughout the delivery of the training sessions as well as training administration.



### *Online learning*

Due to the “new way of working” created by the pandemic and the limited availability of EFSA’s managerial population, many of the training modules should be offered in a blended approach, allowing the participants to attend asynchronous classes on their own. Thus, the provider needs to make a proposal on the right mix of methodologies (synchronous instructor led versus online, being it article, video or e-learning modules). EFSA would expect at least 20% of the learning offering to be online and self-paced. Furthermore, the provider should also consider gamification, social learning and give access to online forums, facilitated and managed by trainers, the latter being a crucial element in creating a managerial community of practice.

### *Course Management*

The vendor needs to provide a Learning Management System where participants can join online modules and access study material and further reading. The learning management system will be also used for participants’ course registration (face to face and online courses) and hosting of all training material (programme content might be migrated to EFSA’s Learning Management system when in place and operational). Redirection from EFSA’s Learning Management systems to the one of the provider should be possible without the requirement of inserting another password (SSO and AICC capable). In addition, the learning management system must cater for seamless desktop, tablet, and mobile experiences, and be available 24/7. As concerns the storage localisation and data access requirements concerning the Learning Management System or any online system used, please see Part 1.6 of these tender specifications.

### *Experiential learning*

The provider will be called to create the conditions for participants to apply the knowledge gained from formal learning and learn through their managerial experience. Simulations can prove very effective in this regard and so can the use of learning or reflective logs or diaries. In addition, learners may be called, where appropriate, to develop short individual and group assignments supported by the provider’s subject matter experts. Beyond formal learning the provider will offer, where necessary, hands-on experimental learning in alternative settings (e.g. in retreat modes or activity based). As part of the leadership learning journey participants can learn on the job by short or more lengthily exchanges to other Departments and Units or even outside EFSA. Through the 360 assessment and the development of the individual learning plans, job mobility and staff exchanges can be identified as appropriate learning solution for particular participants. The specific implementation process will be managed by EFSA directly.

### *Coaching*

Coaching will also be a key component of the learning programme as it is seen more and more as leadership development accelerator. Coaching will be offered based on demand,



to new managers (irrespective of grade) and where it is assessed to bring value on a participant's learning journey.

A **standard individual coaching** package consists of 10 hours of online coaching with a professional coach. All coaches must be professional coaches, certified by a recognised coaching association such as the International Coaching Federation or the Association of Coaching. The coachee will choose his/her coach from a coaching book/catalogue which entails the coachees bio and area of expertise. One hour will be dedicated to goal setting for the coaching where the line manager of the coachee can get involved.

A **standard group coaching** package consists of 14 hours of team coaching and 2 hours of follow up discussion with the line manager. This service will be offered partially on EFSA premises, and partially online. EFSA can also choose a complete online delivery.

Below are some indicative coaching topics:

- Vision and strategy
- Decision making
- Working with team and people
- Communication
- Self-management and self-development
- Networking
- Adjusting to a new position
- Managing transitions and change for self and teams
- Autonomy & Accountability
- Resilience & Agility
- Creating an inclusive environment
- Continuous improvement

In addition to managers being the recipient of coaching, the provider will also be called to develop the capabilities of managers to be coaches themselves for their teams and peers. A "Manager as a coach" learning programme will be offered to the managerial community along with a tailored made coaching programme targeted to HR professionals to increase HR's capability to act as internal coaches to managers. Both programmes will include approximately 65 training hours each spread over two years and will follow a curriculum that is accredited by a renowned coaching institution such as the International Coaching Federation or the Association for Coaching. Each programme will offer a good balance between theory and practice and will include individual supervision/support sessions. Participants will be given a certificate of completion and a detailed description of the attended curriculum which will allow them, along with practical experience and on own initiative, to be accredited from a coaching institution of their choice (e.g. Associate Professional Coach of the International Coaching Federation).

#### *Masterclasses / managerial events*

##### *a. Identifying high calibre speakers*

Leadership masterclasses and/or corporate managerial events are opportunities for the whole managerial community to discuss, reflect, and learn together. These events will be



delivered outside EFSA's premises, normally within Parma region, by high calibre business speakers.

Below are some indicative masterclass/ managerial events topics, already delivered:

- Leading in times of disruption
- Innovation in the public sector
- The leader as trust builder
- Collaboration, cooperation and co-creation
- Strategy and culture: why do they matter

These events can be categorised in three types:

- Type A: Masterclasses with internationally renowned high calibre speakers  
These masterclasses, aimed at the managerial community, will be delivered by internationally renowned high calibre speakers who hold at least 5 years of experience in their field of expertise. These speakers are thought leaders, authors with a series of publications at their hand or strong track record of conference presence.
- Type B: Masterclasses with experts for the managerial community  
These masterclasses, aimed at the managerial community, will be delivered by qualified experts in their area of competence who hold at least 5 years of relevant experience.
- Type C: Masterclasses with experts for all staff  
These masterclasses, aimed at all staff or for specific target groups, will be delivered by qualified experts in their area of competence who hold at least 5 years of relevant experience.

#### b. Organising masterclasses / managerial events

The provider will be called to undertake the full organisation of the event, including the booking of the venue and catering.

The provider shall have the capability to identify, negotiate with and contract the speakers based on EFSA need, but EFSA may also propose speakers. EFSA will pay a standard fee covering the identification of the speaker (including relevant negotiations) (a) and the organisation of the event (b). The actual cost of the speaker itself will be reimbursed to the provider based on supporting documents (contract, invoices etc.)

#### *Certification at the end of the programme*

At the end of the programme a **certification** will be awarded to the participants who:

- a. Have attended at least 80% of the programme, and
- b. Have completed their individual learning plans which derived from the initial 360 assessment.



### 1.2.6 Important elements to consider

- Onboarding of new managers

While EFSA's organisational structure will change and new managers may be appointed at a later stage and after the commencement of the programme, it is important to onboard them effectively and swiftly on the leadership development programme. The provider will be called to develop a proposal on how the onboarding can be done which should include a combination of the services described in sections 1.2.4 and 1.2.5.

- Adopting the programme to new needs derived

This can be ensured by having mechanisms in place such a governance board that will meet frequently to discuss the programme's progress against the initial objectives and to ensure the programme is adjusted to new critical emerging learning needs. The frequency of these meetings will need to be decided jointly with EFSA.

### 1.2.7 Responsibilities of the contractor

The contractor is responsible for:

- Deliver the services as described in section 1.2.4 and 1.2.5
- Set up a governance mechanism jointly with EFSA in order to ensure there are measures in place for successful completion of the project.
- Design and deliver a communication plan consisting of compelling communication messages concerning the programme and the different learning activities to promote participants' engagement.
- Training administration. Specifically:
  - The contractor is in charge of all course registrations and monitoring of attendance via an activity tracking system. The contractor has also the obligation to produce reports on course attendance at the end of each training activity and upon request; any repeated or prolonged absence of participants, which will result in the participant attending less than 50% of the curriculum will be considered as non-attendance. As concerns the storage localisation and data access requirements concerning any online system, please see Part 1.6 of these tender specifications.
  - For invoicing purposes, the contractor shall provide all the evidence related to activities performed during the reference period. (e.g. tracking report).
  - All the activities and costs related to booking of rooms and technical support for courses outside EFSA's premises shall be organised and covered by the contractor. When courses are outside EFSA's premises, the contractor will ensure that a training room, appropriate for the training in terms of size, minimum technical equipment and technical support is booked. Specifically, the tenderer must provide, upon request, availability of premises with the following requirements: at least one auditorium with a capacity of minimum 75 people, Wi-Fi connections and interactive dashboards; at least 2 training rooms for face-to-face learning activities and workshops with a capacity of minimum 25 people seated; the facilities must be reachable from Parma with maximum distance of 50 kms.



- **Technical support**

When the training courses are outside EFSA's premises the contractor will ensure that the below technical requirements are met, and that technical support is available:

- one meeting room for the full course equipped with 1 PC, beamer/screens, audio/video, flip charts;
- Free Wi-Fi connectivity for individual PCs of the participants and trainers (at least in the main room and public areas)
- The contractor must provide catering services (lunch and two coffee breaks for a full day event) for the participants for the managerial events and any training courses delivered outside EFSA's premises.

- **Evaluation of activities on training/ coaching/ managerial events**

The contractor will use a modern multiple level assessment methodology for face to face courses, online synchronous training, coaching and managerial event. Participants will be able to rate online content and resources. As concerns the storage localisation and data access requirements concerning any online system, please see Part 1.6 of these tender specifications.

Particularly, in terms of face to face training and especially for training courses consisting of multiple sessions the contractor needs to report on the quality of the activity (e.g. in terms of trainer, methodology, materials etc.) just after its delivery. In case of low score in any of the set and agreed criteria, the contractor will need to proceed with mitigation and improvement actions for the training sessions yet to be delivered.

Concerning the provision of coaching and online learning the contractor needs to produce a report on the quality of the activities and in case of dissatisfaction proceed with mitigation and improvement actions.

- **Penalties based on feedback on training/ coaching package/ managerial events**

At the end of each activity (e.g. one face to face training, one coaching package, managerial event), the contractor will submit a report showing the feedback from the participants. The questionnaire and evaluation scale will be agreed in advance between the contractor and EFSA before the first training/coaching/managerial event takes place. A threshold will be set and if for each specific activity the average score will be below the threshold, EFSA will reserve the right to apply a penalty of 30% of the cost of the specific activity.

- **Replacement of trainers/facilitators/coach**

The contractor must ensure the delivery of the activities in all circumstances. Should the trainer(s)/facilitator(s)/coach not be available (e.g. illness or travel disruptions, etc) the contractor will need to ensure a suitable replacement (to be agreed beforehand by EFSA) in order to ensure the activity is delivered at the scheduled date and time.

- **Cancellation of activities**

Failure to ensure the activity is delivered at the scheduled date and time, a penalty of 100% of the cost of this specific activity will be applied unless EFSA agrees to reschedule the activity.





- **Invoicing timeliness**

The contractor shall submit the invoice together with the related deliverables within 15 working days after the end date of a group of activities/ activity as mentioned in the Specific contract/ order form (e.g. after one quarter)

EFSA reserves the right to apply EUR 100 of penalty to each delayed invoice.

- **Availability of the learning management platform (excluded planned maintenance)**

On a quarterly basis, the contractor will send to EFSA a report about platform availability and access incident. EFSA reserves the rights to carry out independent platform availability controls. If during the period of reference, the availability of the platform is less than 95%, EFSA reserves the right to apply a penalty of EUR 200 per day.

### **1.2.6 Responsibilities of EFSA**

EFSA will appoint a Learning Programme Manager and ensure there are adequate resources available for successful implementation of the programme. It will also support the contractor in providing adequate information about past development initiatives for the managerial community and help the provider understand EFSA's context.

EFSA will also be in charge of:

#### **Booking of rooms**

When courses are inside EFSA's premises, EFSA will ensure that a training room, appropriate for the training in terms of size and technical equipment is booked.

#### **Technical support**

When the trainings are hosted at EFSA's premises in Parma, EFSA will provide the following general facilities:

- One meeting room for the full course equipped with 1 PC, beamer/screens, audio/video, flip charts;
- Wi-Fi connectivity for individual PCs of the participants and trainers (at least in the main room and public areas);

The provision of catering services to the contractor and the participants in the training is not required and will not be provided by EFSA.

#### **Cancellation from EFSA of a specific activity**

- Up to 14 days before the activity: no charges
- From 13 days up to 4 days before the activity: 50% of the cost linked to this specific activity
- From 3 days up to the activity: 100% of the cost linked to this specific activity





### 1.3 TASKS, DELIVERABLES, TIMELINE AND PAYMENTS

No	Tasks that may be ordered during the framework contract implementation	Can be subcontracted?	Deadline for finalisation
1	<b>Diagnosis of specific learning needs for each manager and managerial layer (HoD, HoU, TLs)</b> as detailed in section 1.2.4 of the tender specifications	yes	4 months after the kick-off meeting
2	<b>Development of the programme (concept and design)</b> as detailed in section 1.2.4 of the tender specifications  Using the outcome of the diagnosis (deliverable 1) and considering EFSA's context and future challenges the contractor will develop a Leadership Development Programme.	No	Indicative duration 3 months from signature of the specific contract or order form
3	<b>Delivery of the programme</b>  Delivery of the programme including the components of the programme as described in section 1.2.5 of the tender specifications.  The contractor will be called to submit a report every 6 months or at the end of each order form entailing: <ul style="list-style-type: none"> <li>• Activities performed in comparison to the learning path</li> <li>• Activity tracking giving detailed lists of participants per learning activity</li> <li>• Summary of feedback from participants</li> </ul> Strengths and challenges of the programme and suggestions for improvements	Yes	Indicative duration 3 years broken down to specific contracts or order forms
4	<b>On boarding of new participants in the programme</b>	Yes	Within 3 months of the new manager being appointed
5	<b>Final programme evaluation</b> (as detailed in section 1.2.4 of the tender specifications)	No	Maximum duration 5 months



No	Deliverables	
1	<b>Outcome of the diagnosis</b> <ul style="list-style-type: none"> <li>Report A: an individual report for each manager which will be shared with him/her, followed up by a two-hour consultation/coaching and definition of a personalised learning plan.</li> <li>Report B: a report summarising the outcome of the assessment per managerial layer to be submitted to EFSA</li> </ul>	To be defined in the specific contract or order form
2	<b>Development of the Programme (concept and design)</b>  Report on Leadership Development Programme which will consist of a three-year learning path for each managerial layer (HoDs, HoUs, TLs).  Each learning path will entail elements as described in section 1.2.5.  If satisfaction is not reached, EFSA reserves the right to provide formal feedback/ comments on the programme and include any amendments/improvements before the implementation of the programme.	To be defined in the specific contract or order form
3	Face to face training modules (in EFSA premises or outside in the Parma region)	To be defined in the specific contract or order form
4	Face to face synchronous online learning	To be defined in the specific contract or order form
5	Masterclasses /Managerial events	To be defined in the specific contract or order form
6	Coaching (individual or group coaching)	To be defined in the specific contract or order form
7	Develop manager and HR as coaches	To be defined in the specific contract or order form
8	Onboarding of new managers	To be defined in the specific contract or order form
9	Access to online learning and a learning management system as described in section 1.2.5	To be defined in the specific contract or order form
10	Consultation for: Experiential learning such as assignments and staff exchanges	To be defined in the specific contract or order form
11	During the delivery of the programme, at the end of each specific contract or order form, a report should be delivered summarising the following:	To be defined in the specific contract or order form



	<ul style="list-style-type: none"> <li>Activities performed in comparison to the learning path</li> <li>Detailed lists of participants per learning activity</li> <li>Summary of feedback from participants</li> <li>Strengths and challenges of the programme and suggestions for amendments for following part of the programme</li> </ul>	
12	<p><b>Final evaluation report</b> that will provide information on</p> <ul style="list-style-type: none"> <li>The extent to which the programme delivered its objectives</li> <li>The effectiveness and impact of the programme</li> <li>The return of investment of the programme</li> <li>Recommendations for further activities</li> </ul>	To be defined in the specific contract or order form
<b>No</b>	<b>Meetings</b>	<b>Deadline for finalisation</b>
1	<p>Kick off meeting (tele-meeting)</p> <p>During this meeting, in addition to project operational implementation if needed, administrative and financial matters related to contract implementation will be discussed.</p>	Within 10 days after the entry into force of the contract or order form
2	Any tele-meeting as needed	To be defined in the specific contract or order form
<b>No</b>	<b>Payments</b>	<b>Linked to approval by EFSA of deliverable No</b>
NA	<p>The payment modalities applicable to each specific contract or order form are detailed in the draft framework contract.</p> <p>Activity tracking reports for face to face training/ coaching packages/ online activities/ managerial events shall be provided together with the invoice by the supplier.</p> <p>The payment related to access to online platform will take place upon activation.</p>	NA

The working language for contract implementation including execution of tasks, meetings and deliverables shall be English. Any written deliverables must be to a high standard of English which does not require proof reading.



## 1.4 INFORMATION ON THE CONTRACT

<b><u>Nature of expense</u></b>	services
<b><u>Type of contract</u></b>	framework (FWC)
<b><u>Type of FWC</u></b>	multiple FWC in cascade

Maximum number of possible framework contractors: 3

**Place of performance:** EFSA premises/ Parma region / contractor's premises (for preparation)

### **Duration of FWC**

One year + automatic renewal up to 3 times for an overall maximum duration of four consecutive years.

### **Budget information**

The financial ceiling available for specific contracts/order forms under the framework contract during an overall maximum period of 4 consecutive years is 2.000.000 €. A contingency of 10% and possible price indexations are already included in this ceiling.

### **Possible increase of FWC envelope**

In accordance with Annex I, Section 2, article 11.1 e) of the Financial Regulation, EFSA reserves the right to launch a future negotiated procedure with the contractor chosen as a result of this call for tender, for new services consisting in the repetition of similar services during the three years following the signature of the original framework contract. The increase will not go beyond 50% of the original envelope of 2.000.000 €.

### **Price indexation**

The mechanism for the indexation of prices is set out in the draft framework contract.

### **Framework contract implementation modalities**

The framework contract will be implemented using Specific Contracts / Order Forms.

**FWC with cascade:** The FWC is implemented as follows: EFSA order services by sending an *Order form* by e-mail to the contractor who is ranked first in the cascade.

Within 2 working days, the contractor must either:

- (a) send the *Order form* back to the contracting authority signed and dated; or
- (b) send an explanation of why it cannot accept the order.

EFSA may liaise beforehand (before preparing the order form) with the contractor in order to clearly define the services. When EFSA requests an offer (before preparing the order form), the provider will have at least 5 working days to prepare the offer and send it back to EFSA.



If the contractor does not accept the order or fails to observe the deadline or if it is in a situation of conflicting interests that may negatively affect the performance of the order form or specific contract (see Article II.7), the contracting authority may place the order with the next contractor in the cascade.

If the contractor repeatedly refuses to sign order forms or specific contracts or repeatedly fails to send them back on time, the contractor may be considered in breach of its obligations under this FWC as set out in Article II.18.1 (c).

### **Signing the order forms:**

Normally EFSA signs the order form as a first party electronically.

The contractor shall dispatch to EFSA the order form signed by their responsible legal representative within a maximum of 2 working days of receipt.

### **PAYMENTS:**

#### Interim payment

An interim payment is admissible if an order last for more than 6 months. The percentage and timing of the interim payment shall be agreed between EFSA and the contractor based on the deliverable(s) as defined in the order form.

Requests for interim payment shall be accompanied by:

- the relevant invoice indicating the reference number of the order form/specific contract to which they refer;
- a progress/interim report or interim deliverable or any other document in accordance with the relevant order form or specific contract;
- a list of all pre-existing rights incorporated into the results or parts of the results for interim deliverables or a declaration stating that there are no such pre-existing rights, as provided for in Article II.13.4 of the Framework Contract.

#### Payment of the balance

Request for payment of the balance shall be accompanied by:

- the relevant invoice indicating the reference number of the order form to which they refer;
- a final report or final deliverable or any other document in accordance with the relevant order form
- a list of all pre-existing rights incorporated into the results or parts of the results for interim deliverables or a declaration stating that there are no such pre-existing rights, as provided for in Article II.13.4 of the Framework Contract.



In case of low quality of the deliverable(s) and/or no respect of the legal deadline(s) the deliverable(s) shall be accompanied by a note to the file signed by the responsible Project Officer assessing the quality of the service provided in accordance of Article II.16.1 of the FWC related to the quality standards.

EU bodies shall make the payment within 60 days from receipt of the invoice.

### **1.5 OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS, USE OF RESULTS**

As regards any product or delivery commissioned by EFSA and developed by the contractor in the context of the contract resulting from this call for tenders, as well as source codes of IT applications and models developed for EFSA, the intellectual property rights will be owned by EFSA only in its capacity as financial source of the contract. The contractor cannot file a trademark, patent, copyright or other IPR protection scheme in relation to any of the results or rights obtained by EFSA in performance of the contract, unless the contractor requests EFSA ex-ante authorisation and obtains from EFSA a written consent in this regard.

In addition, the contractor selected as a result of the present procurement procedure shall be solely responsible and liable for the following:

- To ensure that terms and conditions asserted by any copyright holder of publications or information referred to in the final deliverable for EFSA are fully satisfied;
- To make the necessary arrangements enabling EFSA to reproduce and make non-commercial use of publications and information referred to in the final deliverable it commissioned. As needed, the contractor shall consult with copyright licensing authorities (i.e. at national level) for guidance on purchasing copyright licenses to reproduce any publications provided to EFSA. The contractor remains solely responsible and liable for obtaining all necessary authorizations and rights to use, reproduce and share the publications provided to EFSA

### **PARTS OF RESULTS PRE-EXISTING THE CONTRACT**

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

EFSA does not acquire ownership or any license of pre-existing rights not incorporated in the deliverables. The full ownership is limited to the deliverables, which might include licensed pre-existing rights on excerpts, parts, texts etc., if fully or partially incorporated in the final deliverables.

The draft contract in Annex 2 contains further provisions on ownership of intellectual property rights. All quotations or information the tenderer provides in the technical and



financial offer for EFSA which originates from other sources to which third parties may claim rights, have to be clearly marked in the offer in a way allowing easy identification (source publications, including date & place, creator, number, full title etc.). The tenderer shall take account of the above specification on ownership and copyrights in their technical and financial offer.

## 1.6 PERSONAL DATA PROTECTION

Processing of personal data in the context of this contract shall comply with Regulation (EU) 2018/1725 ('the EDPR')<sup>3</sup>. The EDPR constitutes the specific data protection legal framework applicable to EU institutions, bodies, offices and agencies, including EFSA and is aligned with the rules and principles under the General Data Protection Regulation (EU) 2016/679 (GDPR), applicable in the European Union.

### Processing of personal data by EFSA as contracting authority

Information on the processing of personal data by EFSA as contracting authority in charge of the present procurement procedure is available in the [Privacy Statement](#) on the EFSA website as well as in Article II.9.1 of the draft contract in Annex 2.

Please note that your personal data as a tenderer or selected contractor may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 136 of the Financial Regulation. The relevant Privacy Statement is available on the European Commission's website, here:

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE).

### Processing of personal data by the selected framework contractor(s)

Personal data processing by the selected contractor, any consortium partner and/or subcontractor in the execution of the framework contract shall comply with Article II.9.2 of the draft contract (Annex 2), making the processor obligations in Article 29 of the EDPR applicable under the framework contract. In particular, the selected contractor shall ensure:

- To implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, in particular the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data, processed or stored;
- To assist EFSA as the controller in the fulfilment of its obligation to respond to requests of data subjects exercising their rights laid down in Chapter III of the EDPR;

---

<sup>3</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>



- To assist EFSA as the controller with its obligation with regard to security of processing, the notification obligations in case of a personal data breach, cooperation in data protection impact assessments (DPIAs) and prior consultations with the European Data Protection Supervisor (the EDPS), outlined in Art. 33 to 40 EDPR;
- To make available to EFSA all information to demonstrate compliance with the obligations laid down in the EDPR and to allow for and to contribute to audits, including inspections, conducted by EFSA, the EDPS or another audit or control body mandated by the contracting authority;
- In particular for what concerns the learning management system, the handling of personal data by the selected contractor, any consortium partner and/or subcontractor shall comply with specific **storage localisation and data access requirements**. This extends but is not limited to any online learning management system proposed, the registration of training participants whether or not by means of this system, the provision of course attendance certificates, the evaluation of training activities whether or not by means of this system, for instance by means of feedback surveys. The specific requirements at issue are laid down in Article I.9.2(b) of the draft contract (Annex 2) and can be summarized as follows:
  - o the personal data shall only be processed and held in data centres within the territory of the European Union and the European Economic Area ((EU-27 + Norway, Iceland, Liechtenstein) + Switzerland) and will not leave that territory;
  - o any transfer of personal data to third countries or international organisations shall comply with the requirements laid down in Chapter V of the EDPR.

Further information on data protection is provided in the [EFSA guidance for tenderers](#) on the EFSA website, page 13.

## 1.7 CONFIDENTIALITY

EFSA will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to clearly mark the information they consider confidential and explain why it may not be disclosed. EFSA reserves the right to make its own assessment of the confidential nature of any information contained in the tender.





## 1.8 IT SYSTEMS

One of the objectives of this procurement procedure is to subscribe to a Learning Management System and collaboration tool for use by EFSA. This tool must be configured to integrate with the EFSA Identity Management (Microsoft Azure AD) using SAML protocol.

As concerns the storage localisation and data access requirements concerning the Learning Management System or any online IT system used, please see Part 1.6 above.

EFSA reserves the right to request the awarded tenderer to fill in and submit a document providing necessary details on IT security. The signature of the contract is conditional to a positive assessment of this document, based on the EDPR.



## **PART 2 EVALUATION - HOW WILL YOUR OFFER BE ASSESSED?**

In case you apply as a group of economic operators in a joint offer or if your offer envisages the use of subcontractors, please refer to the [EFSA Guidance for tenderers](#).

### **2.1 OPENING OFFERS**

The aim of the public opening session is to check whether the offer received was dispatched by the deadline for tender receipt and that the tenders are electronically protected until the official opening.

### **2.2 ORDER OF EVALUATION**

Tenderers should note that the content of their offers will be assessed in the following pre-defined order: Exclusion criteria (Access to EU Market); Selection criteria (Technical & Professional capacity); Compliance with tender specifications; Award Criteria (Quality and Price).

Following the above assessment and identification of the winning tender, the following will be assessed only for the tenderer proposed for contract award: Selection criteria, Exclusion criteria (Declaration on Honour on exclusion criteria); Selection criteria (Declaration on Honour on selection criteria); Selection criteria (Economic & Financial capacity).

Evidence under sections 2.3 and 2.4 does not have to be submitted to EFSA if it has already been submitted in response to a previous EFSA call. In such case the evidence must be exactly the same as requested in these tender specifications and not older than 12 months. Please specify the reference of the EFSA call for tenders under which you have already submitted the evidence to EFSA if you chose to rely on such evidence.

### **2.3 GROUNDS FOR EXCLUSION**

#### **Eligibility – access to EU Market**

Only offers from tenderers established in eligible countries will be allowed to the next step of the evaluation. Please refer to the [EFSA Guidance for tenderers](#) for further details.

#### ***Evidence requested in your offer:***

Tenderers must submit the Administrative data forms (including LEF and BAF) available [here](#).

#### **Exclusion**

Tenderers must not be in one of the exclusion situations listed in article 136 of the Financial Regulation, explained in the [EFSA Guidance for tenderers](#).

#### ***Evidence requested in your offer:***

Tenderers must declare that they are not in one of the exclusion situations by providing a signed and dated Declaration on Honour on exclusion criteria, available [here](#). In case of a joint offer from a group of economic operators, such declaration should be submitted for each member of the group.



Further supporting evidence in support of this declaration may be requested from the successful tenderer prior to signature of the contract. Such requested evidence will be specified in the award letter and may have to be provided to EFSA before the contract is signed.

## 2.4 SELECTION CRITERIA

In addition to the evidence requested below, EFSA has the right, during the evaluation process, to request further evidence on the tenderer's compliance with the economic, financial, technical and professional capacity requirements.

### **A) Economic and financial capacity**

The tenderer must have generated an overall annual turnover of at least 1.000.000 € in each of the last 3 closed financial years.

#### ***Evidence requested in the offer:***

Tenderers must declare they fulfil the economic and financial capacity by providing a signed and dated Declaration on Honour on selection criteria, available [here](#). In case of a joint offer from a group of economic operators, such declaration should be completed by the leading partner only.

EFSA will request proof of annual turnover from the successful tenderer prior to signature of the contract. Such requested evidence will be specified in the award letter and must be provided to EFSA before the contract is signed. This evidence will be evaluated on a consolidated basis.

During contract implementation, in case of request for the addition of new subcontracting or assignment of the contract to a new legal entity, the economic and financial capacity will be checked for the 3 most recent closed financial years and not necessarily the financial years published with the call.

### **B) Technical and professional capacity**

The tenderer must have the following **minimum professional capacity** to perform the contract:

- a) The tenderer overall must have extensive and demonstrable experience in the provision of services described in the technical specifications and the capability to identify, negotiate with and contract speakers based on EFSA need;
- b) Ability to provide a team of experts compliant with these specific expertise requirements:
  - 1 Project Manager with at least 8 years' experience in the management of leadership and organisational development learning programmes
  - At least 15 experts in the area of coaching with at least 10 years of proven experience and accreditation from a recognised association of coaching such as the International Coaching Federation or Association of Coaching. At least 5 of those experts should have accreditation for group coaching from a recognised coaching institution.
  - At least 10 experts in the area of leadership development with at least 5 years' experience. At least 3 of those experts should also have experience



in learning design of strategic leadership development programmes with at least 5 years' of experience.

The team of experts must have each individually an excellent level of spoken and written standard UK English. For non-native speakers, this should be demonstrated by an Official certificate of English proving a C1 level OR at least 3 years of work in an English-speaking environment.

The tenderer must have the following **minimum technical capacity** to perform the contract

- c) The tenderer must provide a modern on-line learning environment allowing course and participants management, collaboration, and surveys. More specifically, the tenderer must provide a centralised Learning Management System (enabling blended course management, activity tracking, on-line registrations, access to e-learning modules, and a digital library of learning resources, including relevant curated external e-learning modules), a digital collaboration solution (allowing virtual classrooms, breakout rooms, instant polling, recording of virtual classrooms, and including participants interaction/engagement), and an on-line assessment/survey solution. All these elements should be either hosted in or accessible through the LMS. The LMS must be AICC compatible in order to link it to the upcoming EFSA-owned LMS.
- d) Necessary IT security measures in place for the technical solutions.

***Evidence requested in the offer:***

- Requirement a): A list of three major projects related to the subject matter of this contract, carried out in the course of the past 5 years; For each project there needs to be a short description on the project design, key outcomes and the relevance with the requirements of this call.
- Requirements b): Detailed CVs of the Project team members proposed for the assignment. EFSA strongly recommends submitting the CVs in the EU CV format which can be accessed [here](#);
- Requirement c): a list of technical solutions, including commercial name and relevant technical features and a five-minute video or animated PowerPoint showcasing the learner experience in accessing the learning activities via the proposed LMS and digital collaboration solution
- Requirement d): a list of technical and organizational security measures implemented by each technical solution (including LMS and digital collaboration solution), as per Article 33 "Security of processing" of the EDPR<sup>4</sup>.
- **Declaration on Honour on selection criteria** available [here](#). To be signed by the tenderer (in case of joint offer signed by the leading partner only);

**C) Professional conflicting interest**

In accordance with article 167(1)(c) of the Financial Regulation and paragraph 104 of the recitals, if EFSA, based on the assessment of the technical and professional capacity evidence, concludes that the tenderer has a professional conflicting interest and therefore

---

<sup>4</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>



does not possess the professional capacity to perform the contract to an appropriate quality standard, the tenderer may be rejected.

Evidence must be included in the offer for partners in a joint offer and/or subcontractors only if the capacity of those entities is necessary to satisfy the minimum economic, financial, technical and professional capacity requirements.

If any of the declarations or information provided proves to be false, EFSA may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria EFSA may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

## 2.5 COMPLIANCE WITH TENDER SPECIFICATION AND MINIMUM REQUIREMENTS

Your offer will be assessed for compliance with the tender specifications before its assessment against the award criteria.

Tenders do not comply with the tender specifications and will be rejected if they:

- ☐ do not comply with minimum requirements laid down in the tender specifications;
- ☐ propose a solution different from the one imposed;
- ☐ propose a price above the fixed maximum set in the specifications;
- ☐ are submitted as variants, when the specifications do not authorise them;
- ☐ do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU<sup>5</sup>;
- ☐ do not comply with the requirements regarding the processing of personal data resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725<sup>6</sup> ('the EDPR'), in particular for what concerns the **storage location and access to personal data** by means of online systems or platforms as outlined in above Part 1.6 of these tender specifications.

The grounds for rejection is not linked to the award criteria so there is no evaluation. The tenderer will be informed of the grounds for rejection without being given feedback on the content of the tender other than on the non-compliant elements.

<sup>5</sup> OJ L 94 of 28.03.2014, p. 65

<sup>6</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>



## 2.6 AWARD CRITERIA

Tenders will be evaluated against the below award criteria. The award criteria serve to identify the **most economically advantageous offer**.

### **A) QUALITY AWARD CRITERIA**

**1. SUBMISSION OF A BUSINESS CASE SHOWING HOW THE VENDOR WILL TACKLE THE WHOLE LEARNING PROGRAMME: FROM IDENTIFICATION OF LEARNING NEEDS TO EVALUATION OF THE PROGRAMME. INDICATIVE LEARNING PATHS PER EACH MANAGERIAL LAYER MUST BE INCLUDED AS WELL AS THE INCORPORATION OF THE ADDITIONAL “MANAGER AS A COACH” LEARNING PROGRAMME. (50 points - minimum threshold 60%)**

- Specifically:
  1. Methodology proposed for the diagnosis and the link with the competencies and managerial principles, including the proposed mode of communication of the results to different stakeholders. **15 points**
  2. Design of the learning programme and the mix of different learning methodologies and learning activities with an emphasis on distance and online learning. **15 points**
  3. Time plan and pace of programme delivery and the extent to which the programme meets the learning objectives. **10 points**
  4. Methodology proposed (including key quantitative and qualitative KPIs) for evaluating the impact of the learning programme. **10 points**

**2. METHODOLOGY AND FORMAT PROPOSED FOR THE DELIVERY of the SERVICES (20 points - minimum threshold 60%)**

- Methodologies proposed to ensure didactical value of the whole programme (relevance, right level of complexity, engagement, and innovation). **10 points**
- Format and management methodology proposed for learning events with high caliber speakers. **10 points**

**3. PROFESSIONAL SERVICES PROPOSED TO GUARANTEE QUALITY OF DELIVERABLES (30 points - minimum threshold 60%)**

- Role of project team leader and project team in quality assurance. **10 points**
- Functional and user-friendly characteristics of the Learning Management System including the extent to which it enables engagement, participation, and access to an online library of digital modules on leadership development. **10 points**
- Methodology proposed for the governance of the project and collaboration with EFSA. **5 points**
- Learning administration, technical support and customer care. **5 points**

**The sum of all quality award criteria gives a maximum possible total of 100 points.**

Tenderers must provide a detailed technical offer addressing all points in the technical specifications and each of the quality award criteria. Repetition of mandatory requirements in the technical specifications without providing detail in the technical offer will only result in a very low score.



Offers must score at least 60% for each criterion, and at least 70 % of maximum possible total points against the quality award criteria.

Tenders that do not reach these minimum quality thresholds will be eliminated from subsequent stages of the evaluation process.

#### **B) PRICE AWARD CRITERION**

Tenders which passed the quality thresholds will be further assessed to ensure:

- I. the price offer is made within the maximum budget for financial offers indicated in the tender specifications and;
- II. the financial offer satisfies the formal requirements of the tender specifications.

#### **C) THE BEST PRICE-QUALITY RATIO**

Tenders for which financial offers were made within the maximum budget and satisfied the formal requirements indicated in the tender specification will be retained for the identification of the tender with the best price-quality ratio based on the following formula:

**TOTAL SCORE OF THE EVALUATED OFFER (C) =**

**30 \* Cheapest price offer/price of tender X**

**+**

**70 \* Total quality score (out of 100) for all quality award criteria of tender X/100**



## **PART 3 - HOW TO SUBMIT YOUR OFFER USING e-SUBMISSION**

You must submit your tender electronically via the e-Submission application available from the e-Tendering website before the time limit for receipt of tenders.

The e-Submission application allows economic operators to respond to call for tenders by preparing their tenders electronically in a structured and secured way and submitting their tenders electronically. The e-Tendering is the starting point for launching the e-Submission application.

**Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non-receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.**

### **Registration in the Participant Register**

Any economic operator willing to submit a tender must be registered in the [Participant Register](#) - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals.

On registering each participant obtains a Participant Identification Code (PIC, 9 - digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

At any moment during the procurement procedure the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status [and financial capacity].

The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly.

The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

**Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.**

### **How to Submit your Tender in e-Submission**

You can access the e-Submission application via the corresponding call for tender in TED e-Tendering, as specified in the Invitation Letter.





In order to have access to e-Submission, you will need to "Subscribe to call for tenders" on TED e-Tendering first. To subscribe, you will need to login with your an [EU Login](#)<sup>7</sup>. In case you don't have an [EU Login](#), you can [create an account](#) at any moment. For more information see the [EU login help](#). After logging in with your EU Login password, the e-Tendering will then display a button 'submit your tender' and you will be able to access the e-Submission.

The e-Submission "[quick guide for economic operators](#)" is available after logging in with your EU Login password.

### Information to be filled in

In the e-Submission application, fill in and upload all necessary fields and documents as appropriate. All tenders must be clear, complete and consistent with all the requirements laid down in the tender specifications, including:

- **Signed declaration on Honour on Exclusion criteria.** All members of a joint tender, including subcontractors – if applicable – must upload the signed and dated declaration on honour on exclusion criteria using the template available [here](#).
- **Signed declaration on Honour on Selection criteria.** In case of a joint offer from a group of economic operators, such declaration should be completed by the leading partner using the template available [here](#).
- **Exclusion criteria.** If requested in the tender specifications, the tenderer and all members of a joint tender including subcontractors – if applicable – must provide the documentary evidence for exclusion criteria.
- **Selection criteria.** If requested in the tender specifications, the tenderer and all members of a joint tender including subcontractors – if applicable –, must provide the documentary evidence for selection criteria.
- **Technical tender.** It must address all the requirements laid down in the tender specifications.
- **Financial tender** The complete financial tender, including the breakdown of the price as provided in the tender specifications.

For detailed instructions on how to submit your tender, consult the Quick Reference Guide for Economic Operators where you will find:

- Technical requirements to use e-Submission
- Step-by-step guide to help you submit your tender
- Important advices and information on how to get technical support

***Please make sure all required documents and evidence are submitted with your tender.***

### Documents to be signed and dated while creating your Tender

---

<sup>7</sup> Previously called European Commission authentication system (ECAS)



The following documents must be signed and dated during the creation of your tender in e-Submission:

- **Declaration on honour(s).** All members of a joint tender, including subcontractors must sign and date the declaration on Exclusion criteria. Only the leader in a joint tender must sign and date the declaration on Selection criteria. The declaration on honour(s) must be converted to PDF format and then signed by the authorised representatives with advanced electronic signature based on qualified certificates or by hand.

### **Re-submission of a tender**

After submitting a tender, but within the time limit for receipt of tenders, you may still submit a new version of your tender. **If you submit a new Tender you must include all your Tender documents, including the Qualification and Tender documents.**

You must formally notify EFSA that the previous tender is withdrawn. The notification letter must be signed by the legal representative who signed the original tender stating the call reference and the Tender ID you wish to withdraw. The notification must be uploaded in e-submission together with the new version of all tender documents. You are kindly requested to also e-mail the notification letter to [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu).

### **Withdrawal of tenders**

If after submitting a tender, you wish to completely withdraw your tender, you must formally notify EFSA that you wish to withdraw your submitted Tender(s) as indicated above.

### **Alternative tender**

You are entitled to send several tenders to one call for tenders.

### **Deadline for receipt of tenders**

The tender (including all documents) must be fully uploaded and received before the deadline for receipt of tenders indicated in the invitation to tender.

Please note that you are responsible to ensure that your full tender reaches the destination in due time.

In case of problems with the submission of the electronic tender, we recommend that you call the helpdesk in reasonable time before the time limit for receipt. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using. We recommend that you upload the documents the day before the deadline.



If the contracting authority detects technical faults in the functioning of the electronic equipment used for submitting and receiving tenders due to which it is impossible to electronically submit and receive tenders, you will be informed of the extension of the time limit by the contracting authority at the e-Tendering link.

For more information or technical support on e-Submission, please visit the [e-Submission help site](#).

### Contact

- Notifications for re-submission or withdrawal of tenders must be sent to:  
[EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu)

When communicating state the reference to the call for tenders and, if applicable, the Tender ID.



## **ANNEX 1 - FINANCIAL OFFER TEMPLATE**

The template to be used for preparing your financial offer is available as an Excel file and is uploaded in e-Tendering with all other procurement documents.

## **ANNEX 2 - DRAFT CONTRACT**

The contract which results from this procurement procedure will be based on the model annexed to these tender specifications.