



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR HEALTH AND FOOD SAFETY

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

ANNEX I

**European Commission**

**Call for tenders SANTE/GRA/2021/OP/0010**

**FRAMEWORK CONTRACT FOR  
LANGUAGE TRAINING SERVICES TO THE EUROPEAN COMMISSION  
BASED IN GRANGE, DUNSANY, CO. MEATH, IRELAND**

**Open procedure**

**TENDER SPECIFICATIONS**

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## **1. SCOPE AND DESCRIPTION OF THE PROCUREMENT**

### **1.1 Contracting authority: who is the buyer?**

This call for tenders is launched and managed by the European Commission, Directorate-General for Health and Food Safety (DG SANTE), referred to as the *Contracting authority or the CA* (hereafter also mentioned as the 'Commission') for the purposes of this call for tenders.

### **1.2 Subject: what is this call for tenders about?**

The subject of this call for tenders is the conclusion of a framework contract for language training services to the European Commission based in Grange, Dunsany, Co. Meath, Ireland.

### **1.3 Lots: is this call for tenders divided into lots?**

This call for tenders is not divided into lots.

### **1.4 Description: what do we want to buy through this call for tenders?**

The services that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The Contracting authority will disregard any variants described in a tender.

#### **1.4.1 Background and objectives**

##### *Background:*

Language skills are a vital aspect of the Commission's operations and we wish to arrange for the provision of language training services, to be offered to approximately 170 staff from most of the 27 Member States of the European Union, covering a range of administrative and technical activities, at our offices in Grange, Dunsany, Co. Meath, Ireland, located approx. 45 km north-west of Dublin, approx. 8 km from Trim and 25 km from Navan, on the R154 (Eircode C15 DA39).

The Grange site is on a public transport route which is currently serviced by Bus Eireann (for details of service refer to [www.buseireann.ie](http://www.buseireann.ie)). The Commission is not responsible for the transport of the Contractor's staff to and from the Commission offices.

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

##### *Objectives:*

The objective of this call for tenders is to obtain a new single framework contract (FWC) for language training in **four official languages of the European Union: i.e. French (FR), German (DE), Spanish (ES) and English (EN)**, in order to enable staff of the CA 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. **Candidates are required to tender for all four languages.**

The CA adheres to the principles of transparency, ethics, individual and collective responsibility, respect for diversity and equal opportunities. The CA works to ensure that its staff are as healthy and satisfied as possible in a workplace that is safe, flexible, inclusive and sustainable. The CA applies those principles and the [EMAS programme](#)<sup>1</sup> (EU Eco- Management and Audit Scheme) in all its activities.

## **1.4.2 Detailed characteristics of the purchase**

### *1.4.2.1 Format and organisation of language courses and tests*

The Contractor must conduct the courses and all other services in accordance with the procedures laid down by the CA regarding, for example, enrolment rules, participation rules, training days and periods, timetables, training rooms, etc. (non-exhaustive list). These procedures and details will be indicated on the order forms signed by the CA and/or on the instructions and guidelines sent by the CA to the Contractor.

This point describes the **current format** of language courses, placement tests and final assessment tests. The CA draws the attention of the Contractor to the fact that the current format of courses and tests does not automatically represent the way the courses and the tests will be organised during the entire duration of the framework contract.

#### *Language courses:*

The CA currently has a framework contract enabling it to offer 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. These are offered in four languages (FR, DE, ES, EN) and cover the Common European Framework of Reference for Languages (CEFR)<sup>2</sup> levels A1 to C2.

Of the CA's 170 staff, about 60 learners per year participate. Currently 18% of staff attend 8 levels in French; 4% of staff attend 3 levels in German; 15% of staff attend 8 levels in Spanish; there is currently just one attendee in English. The exact number of learners and CEFR levels required are only known after the deadline for applications closes in September each year.

The duration of each course is 66 hours to cover one level (see table of levels below), 2 hours per week, (i.e. 2 x 60min lessons) from October to June, followed by a period of **2 weeks of semi-intensive courses** of 2 hours per day, (i.e. 120min lessons daily for 10 consecutive working days) in August. This format of classes is open to change with advance notice from the Commission.

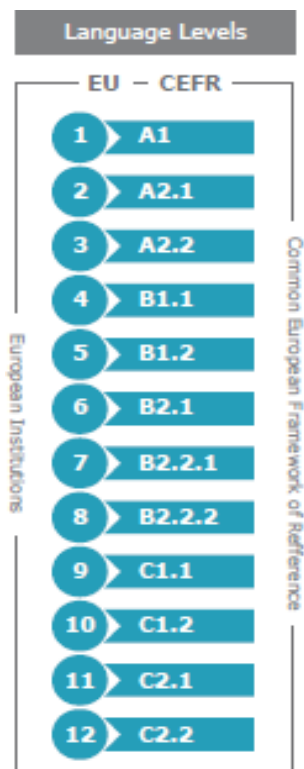
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<sup>1</sup> [http://ec.europa.eu/environment/emas/index\\_en.htm](http://ec.europa.eu/environment/emas/index_en.htm)

<sup>2</sup> 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](http://www.coe.int/t/dg4/linguistic/Source/Framework_EN.pdf)

These courses are the subject of a continuous evaluation and of a final evaluation (Knowledge Assessment Process). Access to a course is subject to a placement test, if the level of the participant is not known.

Below you can find a table indicating the levels of courses organised currently in the CA and their correspondence with the Common European Framework of Reference for Languages (CEFR):



The CEFR levels required are levels A1 to C2 for all four requested EU languages.

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

#### *Enrolment procedure:*

- ✓ Expression of interest (August/September)
- ✓ Placement test (September)
- ✓ Enrolment in course (October)

#### *Placement tests:*

Placement tests are organised to evaluate the learner's language profile so as to place them in a course at a level appropriate to their skills and needs.

#### *Final tests:*

There is also the final assessment test, which is included in the price of the course and forms part

of the course. This is a test lasting two hours all together, made up of an oral part (comprehension) and a written part (expression and comprehension), both provided by the Contractor, and an oral test (expression) designed to show that the participant has acquired language skills. It is compulsory for all learners in basic and advanced courses.

*Working days and timetables:*

Current working days and timetables in the Commission are as follows:

- Monday to Friday from 9.00 to 18.00

The Contractor undertakes to provide services on all working days of the CA (N.B. which may include national public holidays) and according to the timetables.

Any reference to ‘working days’ in this document is to be understood as ‘working days of the CA’. The list of the contracting authority’s official holidays for 2022 is available at:

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0122%2801%29&qid=1627309816518>

with the exception of the Irish National Holiday on 17 March, which replaces the Luxembourg and Belgian National Holidays on 23 June and 21 July respectively.

The list of the official holidays for subsequent years of the framework contract will be sent to the Contractor each year.

*Target group:*

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

The tenderers' attention is drawn to:

- the specific characteristics of the groups concerned, in particular their multicultural and international character and their generally good knowledge of information and communication technology (ICT),
- the presence of possibly several nationalities within groups,
- their command of different mother tongues and other languages,
- the different educational backgrounds of the staff.

*Number of learners per group:*

- In principle and with exceptions, the number of learners in each group may be between 1 and 6 learners

#### *1.4.2.2 Organisation of the working relationship*

Close coordination will be set up between the CA and the Contractor so as to inform the latter in



advance 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.

The relationship between the Contractor (and all its staff members and trainers) and the learners from the CA must be confined to the proper performance of the framework contract.

#### *1.4.2.3 Pedagogy*

The content and teaching objectives of the courses for the services described at section 1.4.3 of these technical specifications will generally be set by the CA. The Contractor will have to comply with them scrupulously.

- *Taking account of the Common European Framework of Reference for Languages*

With the aim of greater consistency in language training, the CA 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: <https://rm.coe.int/1680459f97>. Furthermore, in 2018, the latest version of the Companion volume was issued to integrate the CEFR: <https://rm.coe.int/cefr-companion-volume-with-new-descriptors-2018/168078798>.

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 or the adaptation of the various tests, course content and teaching materials, and the description of teaching resources.

- *Methodology*

The CA 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 or online.

- *Online Platforms*

The CA takes the responsibility to provide the Contractor with the data of the staff (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.

The administration of the accounts of the learners in the platform used by 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.

#### *1.4.2.4 Profile of teaching staff and Contractor’s obligations*

The Contractor will be in charge of implementing the framework contract and must propose experts consisting of the following profiles:

- **A contract manager / administrative coordinator** who will deal with requests of

an administrative, organisational and financial nature and a **teaching coordinator** who will be in charge of coordinating trainers and pedagogical projects. **These may be the same person.**

- A **pool of trainers** who will be teaching the languages covered by the contract.

The experts will be in charge of providing all the services described in the present tender specifications (see section 1.4.3.).

The experts must match the requirements for the specific profile set out in the selection criteria (section 3.2.3).

Regarding the designation of an administrative coordinator / teaching coordinator please refer to section 1.4.2.15.

The exact number of language trainers is not predefined but after the signature of the FWC, their number must correspond to the exact needs expressed by the CA in the order forms. Nevertheless, for the purpose of verification of selection criteria, tenderers are asked to provide evidence of a minimum number of language trainers (see section 3.2.3).

In other words, during the FWC implementation phase the Contractor shall provide a sufficient number of language trainers in order to meet the volumes requested by the CA in the order forms.

An indicative estimate of the volumes which may be ordered over the whole duration of the framework contract is given in the financial model in Annex 6.

The CA reserves the right to request the replacement of an expert proposed by the Contractor, even after the approval procedure has taken place, if his/her performance is found to be unsatisfactory or if it turns out that his/her profile does not meet the selection criteria.

The Contractor will be obliged to guarantee continuity of service. This means in particular replacing immediately any expert who is absent, unable to perform their duties or whose performance is found to be unsatisfactory.

All expenditure incurred because of replacements of experts will be borne by the Contractor.

At no additional cost to the CA, the Contractor will regularly update the training of the experts in the methods and skills required to perform their duties.

Compliance with the obligations referred to above will be deemed a substantial contractual obligation within the meaning of Article II.18.1.c of the general conditions of the framework contract.

#### *1.4.2.5 Approval procedure*

An approval procedure will take place after the FWC is signed and before the start date of the provision of services indicated in the order form. The Contractor has to obtain the approval of each expert by the CA before the provision of services has started.

The purpose of the approval process is to check to what extent the expert proposed by the Contractor matches the profiles and the requirements described in the selection criteria (section 3.2.3).

The Contractor shall send to the CA all the documents required as evidence (diplomas, curriculum vitae [CVs] etc.) in the selection criteria. The CA will examine these documents and will notify the Contractor of its decision in writing.

To obtain approval, each proposed expert has to meet the requirements and provide the evidence set out in the selection criteria (section 3.2.3).

In the event of a negative outcome, the Contractor may retake the approval procedure by proposing another expert who has the required profile. The Contractor may retake the approval procedure only before the start date of the provision of services.

The approval procedure also applies in the case of a replacement of an expert during the performance of the services. In this case, the Contractor has the obligation to propose another expert and to obtain the approval so that continuity of service is not compromised.

Compliance with the obligations referred to above will be deemed a substantial contractual obligation within the meaning of Article II.18.1.c of the general conditions of the framework contract.

#### *1.4.2.6 Order forms and starting dates for performing the services*

Signature of the framework contract imposes no obligation on the CA to order. There can be no provisions of service without an order form.

- The order form will specify the performance conditions, including the framework contract references, 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 form, the target audience, etc.
- The order forms cannot be seen as a market where the Contractor can pick what it can deliver, leaving aside the services it cannot provide.
- It is not allowed to start a teaching/learning activity without an official commitment from the CA through an order form. If this happens, the activity carried out before the purchase order is sent by the CA will not be invoiced to the CA. Similarly, if the activity is carried out after the end date of the service mentioned on the order form, this activity will not be invoiced to the CA. It is the responsibility of the Contractor to check and respect the start dates and end dates mentioned on the order form.
- The deadline for the Contractor to sign the order form is also the same deadline for the Contractor to confirm that it has the available experts and the capacities to provide the services required, without exception.
- The CA shall purchase on the basis of the prices in force on the date on which order forms are signed by the CA.

#### 1.4.2.7 Invoicing

- As a general rule, invoices must be sent only after the service has been provided (at the end of a month).
- Each invoice must be supported by documents as described by the CA (e.g. attendance lists) to demonstrate that the service was provided (see 1.4.3.4).
- Placement tests will be invoiced only for the participants who have actually completed the placement test and for whom the CA has received the final result of the placement test.
- Should the Contractor lose the attendance list for the courses, signed by the learners, it must attach to its invoice an explanatory statement, dated and signed, confirming that the course took place.

#### 1.4.2.8 Cancellation of services by the CA

In the cancellation cases listed below, the following rules may apply:

- *Cancellation of courses or classes by the CA*

The CA reserves the right to cancel any course or class subject to two (2) working days' notice **before the beginning of the course** or class, by e-mail, for any reason whatsoever.

In the case of a **course**, cancellation by e-mail may be confirmed by means of an amendment to the initial order form or by email or any other means proposed by the CA.

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

The CA reserves the right to cancel, **after the beginning** of the course concerned, any course or class, subject to two (2) working days' notice, by e-mail, for any reason whatsoever.

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

In the case of a course, cancellation by e-mail may be confirmed by means of an amendment to the initial order form by email or any other means proposed by the CA.

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

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

#### 1.4.2.9 Compensatory damages

The Commission requires high-quality services and effective cooperation from the Contractor.

Without prejudice to Articles II.6, II.15, II.16 and II.18 of the Framework Contract, the CA reserves the right to claim compensatory damages in the event of failure by the Contractor to fulfil its contractual obligations for reasons attributable to the Contractor and in the event of low quality levels (in accordance with the terms of the tender specification and framework contract), in line

with the procedure below.

The present clause is not associated with any concrete provision on liquidated damages included in the Framework Contract and prevails over the clauses in it. For any violation of the terms of the contract, the CA reserves the right to apply all relevant articles of the Framework Contract.

By participating in the present call for tenders, tenderers expressly accept that any amounts payable under the present clause are not a penalty and represent a reasonable estimate of fair compensation for the damage incurred due to failure to provide the requested services.

The CA will notify the Contractor by email of its intention to claim compensatory damages. The email will provide the grounds for and the amount of the compensatory damages.

The contractor will have a period of five working days after receipt of the email to provide explanations in writing.

If the Contractor submits explanations, the CA, taking into account the relevant observations, must notify the Contractor:

- of the withdrawal of its intention to impose compensatory damages; or
- of its final decision to impose compensatory damages and the corresponding amount.

The present section shows the various types of situations where compensatory damages can be applied and the way their amounts are calculated in euros.

Without prejudice to the application of such compensatory damages, the CA also reserves the right to impose a price reduction, or to terminate the FWC or the order form in accordance with the provisions of the framework contract.

The application of compensatory damages does not release the Contractor from any of its contractual obligations.

The CA has discretionary powers in assessing the quality levels.

In the event of failure to perform or defective performance of its obligations, the Contractor may be subject to payment of compensatory damages to the CA as laid down below:

- *Late delivery of services by Contractor*

Where the Contractor fails to perform the tasks assigned to it by the deadline specified in the order form, it may be required to pay the CA compensatory damages amounting to 5% 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 services covered by an order form that were not performed on time. In this specific case, Article II.15 of the framework contract shall not apply.

- *Failure by the Contractor to meet service objectives*

If the Contractor fails to meet the service objectives set out in this document the CA may claim

compensatory damages equal to 10 % of the amount of the order form that has been issued for the services for which the service objectives have not been met.

- *Late arrival or early departure of a trainer*

If a designated trainer arrives (or connects) 30 minutes or more after the starting time of the service or leaves (or disconnects) 30 minutes or more before the end time of the service, stated on the order form, the Contractor may be required to pay the CA compensatory damages equal to 100% of the price of the service in respect of which the late arrival/connection or early departure/connection is established.

- *Cancellation of services by the Contractor*

Where the Contractor cancels a service less than 10 working days before it is due to begin, it may be required to deliver the service for free at a later date to be agreed with the CA or to pay compensatory damages equal to 100% of the price of the service that has been cancelled.

By way of derogation from the previous paragraph, where the Contractor cancels a service less than 24 hours before the start date for its performance, it may be required to deliver the service for free at a later date to be agreed with the CA and to pay compensatory damages equal to 100% of the price of the service that has been cancelled. As an alternative, the CA may also decide not to request the service again, in which case the Contractor may be liable to pay compensatory damages equal to 200% of the price of the service.

Any absence of a designated trainer shall be regarded as a cancellation made by the Contractor 24 hours before the start date for its performance.

- *Inability to supply a sufficient number of trainers to provide the services*

A Contractor who has been unable to provide a sufficient number of trainers to meet the volumes and types of services requested by the CA in a specific order form (as mentioned in section 1.4.2.4 of the present document) may be required to pay compensatory damages equal to 100% of the total amount of that order form.

#### *1.4.2.10 Premises and resources provided*

As a rule, face-to-face training will take place on premises provided by the CA.

The CA will be responsible for supplying classrooms with standard equipment such as flipcharts, whiteboards and/or smartboards or projectors, TV, CD/DVD players, markers and computers with Internet access, with the exception of personal equipment (electronic devices such as portable computers, USB memory sticks, etc.).

No meeting rooms will be made available to the Contractor for their own use.

#### *1.4.2.11 Technical requirements*

There is a general obligation for the Contractor to comply with evolving IT standards and environments of the CA.

#### 1.4.2.12 Prices

The prices per hour that the tenderer will submit in the financial form (Annex 6) have to include all expenses related to the services requested, including among others, the preparation, all the tasks of the trainers and the coordinator(s), the teaching aids and the administration related to these services.

- *On-site services:*

**On-site** services are those that require the physical presence of a trainer in a specific location, i.e. to deliver **classroom courses**.

The prices include all travel and accommodation costs for all the persons sent by the Contractor, including trainers and coordinators and their personal preparatory work for interaction with the CA staff.

**Prices must be stated in the financial model in Annex 6.**

- *Off-site services:*

**Off-site** services do not require travel, accommodation and paper documentation, as they can be delivered remotely, i.e. **virtual classes**, which **involve the trainer at the same level as his/her face-to-face teaching performance in a classroom**, e.g. preparation of the lesson and material, class facilitation, group and small group work, individual work, corrections and linguistic feedback, recommendations of contents and exercises, etc.

**The tenderer will have to quote a price for virtual classes (off-site)**, taking into account the amount of work for the trainer, the administration of the courses by the Contractor, the access to the platform/videoconferencing tool and the fact that the virtual classes do not require travel, accommodation and paper documentation.

**Prices must be stated in the financial model in Annex 6.**

#### 1.4.2.13 Responsibilities of the Contractor

The Contractor is responsible for the implementation of the contract. Each order form placed by the CA 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.

- *General obligations:*

The Contractor must:

- Supervise - or themselves carry out - the organisational, administrative, financial and pedagogical work of the coordinator(s) relating to the performance of the contract.
- Propose and implement organisational and administrative responses and solutions to requests from the CA, including for problems relating to invoicing and payments.
- Set up a back-up mechanism to provide replacements of staff where necessary.

- Be responsible for communicating information between the CA and the staff of the Contractor.
- Ensure that, from the start of the performance of the framework contract, they themselves or the administrative/teaching coordinator(s) can reach the CA premises in Grange, Dunsany, Co. Meath, in less than three hours.
- Ensure their presence or that of the administrative/teaching coordinator(s) at the offices of the CA in Grange, Dunsany, Co. Meath, at the beginning of each service ordered, in particular when it concerns several language courses starting at the same time (i.e. same day, same week) in order to ensure a smooth beginning of each course session and to help its trainers to start the courses in the best manner, and also on other occasions when requested by the CA.
- Ensure compliance with the obligations incumbent upon the Contractor's staff specified in this document.
- Ensure all deadlines are met as these are indicated by the CA relating to order forms, planning and invoicing of courses, and respecting the CA'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 CA. The Contractor must be able to provide a full, efficient and effective service.
- Ensure the modification of syllabi and courses upon request.
- Ensure the change of trainers on the basis of the results of the various evaluations that the CA sends to it.
- Ensure that the administrative/teaching coordinator(s) and trainers have sufficient knowledge of the CA, 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 that allows the trainers to teach as effectively as possible.
- Meet all the demands of the CA 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 CA buildings must wear the 'Contractor' badge issued by the CA so that it is clearly visible at all times.
- Answer any teaching or administration-related question from the CA about the running of the courses and any other learning activity.
- Monitor pedagogical developments in the field of language training so as to inform the CA regularly of any information likely to increase the effectiveness of language courses, in particular through innovative teaching and learning methods. In this respect, the Contractor may have to present the results of its research in the domain of language learning to the CA, if requested, at no extra cost for the CA.

- *Provide teaching aids*

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 CA, at the start of the performance of the framework contract and no later than two months after it, the course descriptions of all language courses for



all levels corresponding to the CA requirements. 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 (if necessary, indicate the number of hours of distance-learning courses and the number of hours of classroom teaching),
- the frequency,
- the detailed training objectives (in terms of language and/or professional skills required under the CEFR) - pragmatic skills, linguistic skills, lexical skills, grammatical skills,
- the subject introduced,
- the cultural dimension of the target language,
- the learning methods and materials used,
- the activities and exercises provided on the platform,
- the method for evaluating learners.

#### b) Course books

- They must be available on the market, and they are to be purchased by learners at their own expense. Such books are to be jointly identified by the CA and the Contractor.
- The Contractor must regularly re-examine the course books proposed in the curricula with a view to better meeting the real needs of the learners. If the course books are different from those proposed for the previous session of language courses provided by the same Contractor, a detailed list of the new course books proposed for each course (with an indication of the level in terms of the Common European Framework of Reference for Languages) must be sent to the CA.

#### c) Supplementary material

- 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.

#### d) 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 price per hour of the course.

The cost incurred in providing the support and distributing it to learners is included in the price per hour of the training.

- *Knowledge assessment process*

All courses provided by the Contractor must adhere to a **Knowledge Assessment Process** developed by the CA 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. All costs related to this **Knowledge Assessment Process** in the context of the services ordered through an order form will be borne by the Contractor and have to be included in the price of the course.

The process features:

- **Language Placement Tests:** prior to training and are designed to determine, assess, and indicate the level of competence of the future learners and must be provided for each language.
- **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 CA. The Contractor undertakes to play a full part in any assessment system to be introduced by the CA and the associated cost is included in the price per hour.
- **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 price per hour. 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 5 working days after the test the Contractor will send the CA the results (marks, comments and decision as to whether the participant can move on to the next level).

#### *1.4.2.14 Responsibilities of the trainers*

Trainers are required to perform according to the criteria and services mentioned below and in section 1.4.3. They must comply with the ethical code of the business, the profession or the group to which they belong, and observe the training objectives identified by the CA. Trainers are required to observe the deadlines and periods specified by the CA 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 trainer (approved by the CA).

The minimum services required of a trainer include:

- *Practical duties*

These duties are compulsory for each course/lesson/activity ordered:

- arriving on time for their class/lesson,
- preparing the room before training, if necessary,
- getting the paper and/or electronic attendance sheet signed by the learners at each class,
- photocopying the material needed for a class in sufficient quantity before the class (the CA's photocopiers and printers cannot be used by trainers and the Contractor's staff unless the Commission has given their agreement on the use of a photocopier or printer),
- recording in the learning management computer system of the CA, or possibly on other media specified by the CA, after each class:
  - the presence or absence (with reasons) of each student,
  - the content of each class and if necessary teaching material related to that class, and communicating these records to the CA 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 CA's rules on internal security and workplace health and 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. In the event of an evacuation, they have to comply strictly with the instructions given, including 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.

- *Pedagogical duties*

Below are the pedagogical duties of the trainers referred to in section 1.4.2.3. These duties are compulsory for each course/lesson ordered:

- 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 (eg. replacement teachers),

- assessing the learners (placement test, continuous and final assessment),
- giving feedback to learners about their progress during the course and the results of the assessments,
- providing, within the time limits set by the CA, 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 (possibly entering this information into the Learning Management System provided by the CA),
- offering strategies to enable learners who have been unable to attend the course to stay informed and to catch up with the syllabus,
- ensuring the smooth running of a course (understanding of aims, monitoring, order of modules, homework assignments, etc.), sending marked homework to the learners, answering their questions and pointing them, if applicable, to the resources available on the Internet.

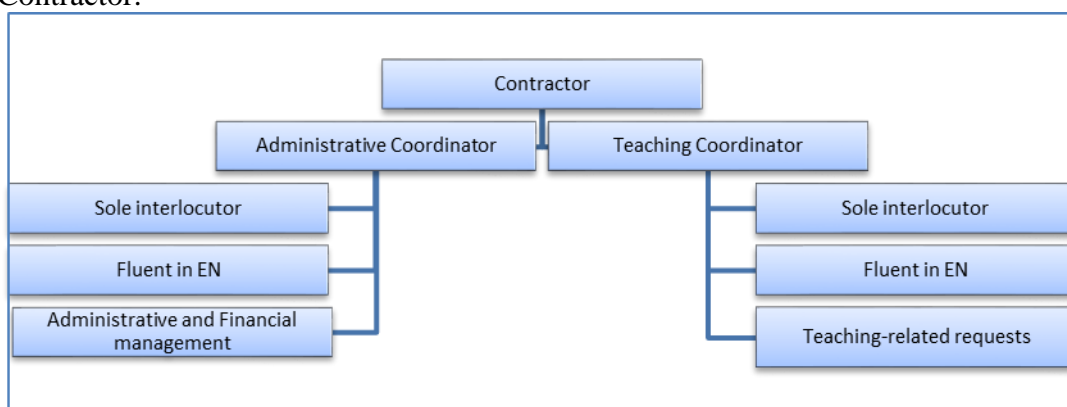
The CA will inform the Contractor in due time of the results of evaluations of trainers' performance so that, if necessary, it can adapt the content, programme and/or teaching methods or change the trainer's list for a subsequent session, in collaboration with the CA. The Contractor undertakes to pass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

#### *1.4.2.15 Designation and responsibilities of coordinator(s)*

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

If a coordinator does not provide qualitative services, the CA reserves the right to ask for a replacement.

All expenses relating to the coordinator's activities and meetings are to be borne solely by the Contractor.



- *Administrative coordinator*

The administrative coordinator will be the contact point with the CA and will be the sole interlocutor to whom the CA makes requests of an administrative, organisational and financial 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. They will be responsible for the encoding of attendance in CA Learning Management Systems for all courses.

- *Teaching coordinator*

The teaching coordinator will be the contact point with the CA and will be the sole interlocutor to whom the CA makes teaching-related requests. They must be able to speak fluent English.

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. The collaboration between the teaching coordinator and the trainers is a key element of content building as the trainers are in direct contact with the participants from the CA.

They will, in particular, be expected:

- to acknowledge the request from the CA,
- to ensure that the CVs of the trainers correspond to the technical requirements laid down in this document,
- to ensure that the programmes, courses and other services ordered and delivered meet the needs of the CA 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 CA,
- to ensure that best possible use is made of the trainers' skills during the training programmes,
- to keep the CA training department informed of any change or alteration concerning the proper execution of the services ordered,
- to meet the CA department at their request; any expenses related to such meetings will be borne solely by the Contractor,
- 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.

### **1.4.3 Deliverables**

The Contractor must, without exception, provide all the services requested below:

- Face-to-face/Classroom language courses (see 1.4.3.1)
- Virtual language courses (see 1.4.3.2)
- Preparation, carrying out and follow-up of placement tests (see 1.4.3.3)
- Reports (see 1.4.3.4)
- Quality plan (see 1.4.3.5)

#### *1.4.3.1 Face-to-face/Classroom language courses*

These are **face-to-face language courses** for groups and individuals on the **premises of the CA**.

These face-to-face courses are based on a syllabus provided by the Contractor, according to CEFR levels (A1 to C2) and objectives defined by the CA. The course programmes of these courses have to be approved in writing by the CA before the courses start.

The programmes must mention at least the following items:

- Level of the course (CEFR levels)
- Number of hours
- Prerequisites if necessary
- Target learners
- Objectives of the course: indication of qualitative aspects of speaking performance at this level (scope, correction, ease, interaction, consistency), oral/listening comprehension, written/reading comprehension, oral expression, written expression, oral interaction/sociolinguistic skills
- Course content: topics and cultural aspects covered, practical and communicative skills, grammar skills, vocabulary skills/lexical areas, phonetics/pronunciation, writing conventions
- Methodology and pedagogical approach including personal and professional solutions to the needs identified and online support, taking into account the multicultural and multilingual context of the CA
- Lesson structure
- Learning methods and teaching material used
- Assessment of learners: continuous evaluation and final exam

For the description of the duties related to these services, please see sections 1.4.2.13, 1.4.2.14 and 1.4.2.15.

#### *1.4.3.2 Virtual language courses*

These are courses for groups and individuals delivered remotely. **A virtual classroom is an online learning environment where participants can communicate, interact and discuss remotely with a trainer**, and engage with learning resources while working individually or in groups, all in an online setting and simultaneously. These interactions take place through videoconferencing or specific platforms that allow multiple users to be connected at the same time through the Internet, with video-capability including breakout rooms if possible (useful for splitting a large group into smaller groups that can talk or collaborate on a specific task) and chat features (providing a rich messaging experience). In this type of learning environment, the teacher is the moderator who guides the learning process and supports group activities and discussions.

**This is synchronous online learning, which happens in real time and provides the participants with an experience very close to traditional face-to-face/classroom teaching.** The virtual classes allow for instant feedback, direct interaction between the trainer and the participants, engaging activities to increase motivation and active participation as well as for relationship building among the participants and with the trainers.

They are based on a syllabus provided by the Contractor, according to CEFR levels (A1 to C2) and objectives defined by the CA. The virtual classes require appropriate pedagogical approaches and lesson plans adapted to a virtual environment. The course activities of these courses have to be approved in writing by the CA before the courses start (see section “Face-to-face/Classroom language courses” above for the details to provide for the course programmes).

Should the courses have to be provided on the Contractor’s platform, the price of off-site language learning services (virtual) has **to include** (at no extra cost) - per user - an access over the learning period to the platform used by the Contractor. All the costs incurred in purchasing licenses to access the platform(s) proposed by the Contractor and in providing training for the use of this platform to their staff and trainers are to be borne exclusively by the Contractor.

**A price per hour for virtual classes (off-site) will have to be included in the offer.**

For the description of the duties related to these services, please see sections 1.4.2.13, 1.4.2.14 and 1.4.2.15.

#### *1.4.3.3 Preparation, carrying out and follow-up of placement tests*

A placement test means a test to evaluate the learner’s 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 an hour in total comprising:

an online test, with a **written part** available online, and an **oral part** (by online means) provided by the Contractor and organised by the CA.

Placement tests can be ordered and run at any time of the year but usually in September each year. No more than two days after the placement test (written and oral parts), the Contractor will send the CA the results, i.e. their decision as to which level the participant should start at. The results of the placement tests must correspond to the levels indicated by the CA. In general, the level is valid for 2 years.

The placement tests are priced per person tested. The prices should cover all expenses incurred by the Contractor, including preparing, carrying out and following up the tests

The CA would like to draw tenderers’ attention to the fact that online tests do not require the written part of the test to be marked by hand, no photocopies of the question papers and correction grids are required, and the trainer does not have to travel.

#### *1.4.3.4 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 of attendances to accompany each invoice (see 1.4.2.7). **It is also required to input these monthly attendances into the Learning Management System of the Commission.**

2. At the end of each academic cycle (end of August), the Contractor will submit a report (by email to each participant) with the results of their final exam, a summary of progress (marks, comments and a 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.

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

- a summary of the learners' end-of-course evaluations (if provided to the Contractor by the CA) 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 trainers rejected by the CA over the period in question,
- the number of classes postponed (held at a later date), or cancelled,
- an analysis of the activity of the requested period from a teaching perspective,
- summary of the evaluations of trainers (from end-of-course and/or mid-term evaluations),
- a list of training courses followed for each trainer,

These reports are to be produced entirely at the Contractor's expense: the CA will not contribute to any of the expenses incurred, whether they relate to drafting, production or distribution etc. (non-exhaustive list).

#### *1.4.3.5 Quality plan*

After the signature of the framework contract, **the quality plan should be submitted by the Contractor within two calendar months**. The quality plan must describe how the Contractor will monitor work and ensure that the services provided to the CA are of high quality. **The quality plan shall be binding on the Contractor in the same way as the contract and its annexes.**

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 and to ensure their well-being,
- the detailed plan for the ongoing training of the 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),
- technical quality control and assurance of virtual classes,



- the procedure for updating and amending the quality plan,
- the well-being measures undertaken for its staff.

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 CA, on request). Any updates and amendments to the quality plan must be notified to the CA.

All the expenses incurred in developing, distributing, implementing and updating the quality plan are to be borne by the Contractor.

### **1.5 Place of performance: where will the contract be performed?**

Except for virtual language courses, the services will be performed at the following location:

The European Commission offices in Grange, Dunsany, Co. Meath, Ireland.

The CA will be responsible for supplying classrooms with standard equipment such as flipcharts, whiteboards, smart boards, projectors or televisions, and any other equipment necessary, with the exception of personal equipment (electronic devices such as portable computers, USB memory sticks, etc).

Travel, accommodation and subsistence expenses must be included in the tender price.

### **1.6 Nature of the contract: how will the contract be implemented?**

The procedure will result in the conclusion of a single framework contract. A framework contract establishes a mechanism for future repetitive purchases by the CA to be awarded in the form of specific contracts. The signature of a framework contract does not impose an obligation on the CA to conclude specific contracts with a framework Contractor.

The framework contract will be concluded with one Contractor. Specific contracts shall be awarded on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the draft contract.

**🔔 Tenderers need to take full account of the provisions of the draft contract as the latter will define and govern the contractual relationship to be established between the CA and the successful tenderer. Special attention is to be paid to the provisions specifying the rights and obligations of the Contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.**

### **1.7 Volume and value of the contract: how much do we plan to buy?**

An indicative estimate of the volumes to be ordered over the whole duration of the framework contract is given in the financial model in *Annex 6*. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the CA will order through specific contracts. In any case the *framework contract ceiling*, i.e. the maximum amount to be spent under the framework contract shall not be exceeded.

The framework contract ceiling is indicated in Heading II.2.6 of the contract notice.

Within three years following the signature of the framework contract resulting from the current call for tenders, the CA may use the negotiated procedure under point 11.1.e of Annex 1 to [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#)<sup>3</sup> (the Financial Regulation) to procure new services from the Contractor up to a maximum of 50 % of the initial *framework contract ceiling*. These services will consist in the repetition of similar services entrusted to the Contractor and will be awarded under the conditions which will be provided with the invitation to negotiate.

### **1.8 Duration of the contract: how long do we plan to use the contract?**

The contract resulting from the award of this call for tenders will be concluded for at most 48 months. The details of the initial contract duration and possible renewals are set out in Article I.3 of the draft contract.

### **1.9 Electronic exchange system: can exchanges under the contract be automated?**

For all exchanges with the Contractor during the implementation of the contract as well as for possible subsequent proceedings for the purposes of EDES ([European Union's Early Detection and Exclusion System](#)) the CA may use an electronic exchange system meeting the requirements of Article 148 of the Financial Regulation. At the request of the CA the use of such a system shall become mandatory for the Contractor at no additional cost for the CA. Details on specifications, access, terms and conditions of use will be provided in advance.

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<sup>3</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

## **2. GENERAL INFORMATION ON TENDERING**

### **2.1 Legal basis: what are the rules?**

This call for tenders is governed by the provisions of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)<sup>4</sup>.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure, any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

### **2.2 Rules on access to procurement: who may submit a tender?**

Participation in this call for tenders 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 European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement<sup>5</sup> concluded within the World Trade Organisation applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

To enable *the Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in *Section 4.3*.

### **2.3 Registration in the Participant Register: why register?**

Any economic operator willing to submit a tender for this call for tenders 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 (participants).

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<sup>4</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

<sup>5</sup> [https://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm)

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.

👉 **Please provide information about the SME status of the participant in the Participant Register by filling in the SME Declaration section in the Participant Register. The section becomes available only when updating/modifying the details of the registered organisation.**

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. 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.**

## **2.4 Ways to submit a tender: how can economic operators organise themselves to submit a tender?**

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender). In either case, subcontracting is permitted.

In order to fulfil the selection criteria set out in **Section 3.2** the tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors.

The role of each entity involved in a tender (hereafter referred to as “*involved entity*”) must be clearly specified in the eSubmission application: i) sole tenderer, ii) *Group leader* of a group of tenderers, iii) member of a group of tenderers, or iv) subcontractor. For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (**Annex 5.2**). This applies also where the *involved entities* belong to the same economic group.

### **2.4.1 Joint tenders**

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer<sup>6</sup>.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications,

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<sup>6</sup> References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender

etc., that may be received during the evaluation, award and until the contract signature. The model power of attorney attached in **Annex 3** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorised by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

## **2.5 Subcontracting**

Subcontracting is the situation where the Contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The Contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the Contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1.3(b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the Contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the Contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the Contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender (see **Section 1.4**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a Contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the Contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in **Annex 4**, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above 20%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

### **2.5.1 Entities on whose capacities the tenderer relies to fulfil the selection criteria**

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 5.2**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the relevant resources. If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.

👉 **Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.**

### 3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement (see *Section 2.2*);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure. If any of the declarations or information provided proves to be false, the *Contracting authority* 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 the *Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

#### 3.1 Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour<sup>7</sup> in the model available in *Annex 2*.<sup>8</sup> The declaration must be signed by an authorised representative of the entity providing the declaration.

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<sup>7</sup> The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

<sup>8</sup> Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#). The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the *Contracting authority*<sup>9</sup>.

**Annex 1** specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by *the Contracting authority*, the supporting evidence.

Before the award decision, the contracting authority may request documentary evidence on compliance on the exclusion criteria set out in the present tender specifications. All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline. Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

### 3.2 Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tenders. The model Declaration on Honour available in **Annex 2** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be

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<sup>9</sup> The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
- if such evidence can be accessed by the *Contracting authority* on a national database free of charge, in which case the economic operator shall provide *the Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.



requested later, at any time during the procurement procedure<sup>10</sup>. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the *Contracting authority*. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

Before the award decision, the contracting authority may request documentary evidence on compliance with the selection criteria set out in the present tender specifications. All tenderers are **invited to prepare in advance the documents related to the evidence**, since they may be requested to provide such evidence in a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence.

Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

### **3.2.1 Legal and regulatory capacity**

**Tenderers do not need to prove specific legal and regulatory capacity to perform the contract.**

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<sup>10</sup> The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
- if such evidence can be accessed by the *Contracting authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

### 3.2.2 Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
<b>Minimum level of capacity</b>	Average yearly turnover of the last three financial years above EUR100,000.00
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
<b>Evidence</b>	Copy of the profit and loss accounts and balance sheets for the last three years for which accounts have been closed from each concerned involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

👉 **All of the above specified evidence of economic and financial capacity must be provided with the tender.**

### 3.2.3 Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

#### A- Tenderer's experience in the field of the contract

Criterion T1	
<b>The tenderer must prove experience in the field of delivering language courses to adults according to the Common European Framework of Reference for Languages (CEFR).</b>	
<b>Minimum level of capacity</b>	The tenderer must have delivered a minimum of <b>400 hours per year</b> in the field of providing language courses to adults, according to the CEFR, <b>for the last 3 (three) years</b> preceding the tender submission deadline. The 400 hours should be the sum of the hours delivered for <b>the 4 (four) requested languages</b> .
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
<b>Evidence</b>	<ul style="list-style-type: none"><li>• A description of the services, the length, the date(s) of performance, the volumes in quantity, the number of people being trained, a description of the target group, the CEFR levels, the duration in hours, professional reference(s) (i.e. the name and address of the client and a contact person).</li><li>• In case of projects still on-going, only the portion completed during the reference period will be taken into consideration.</li><li>• As supporting documents for each project reference, the Contracting authority may request statements issued by the clients and take contact with them.</li></ul>

☞ All of the above specified evidence related to experience must be provided with the tender.

## B- Professional capacity of the tenderer

Regarding the professional capacity of the tenderer please note that sections 1.4.2.4, 1.4.2.5, and 1.4.2.15. of these tender specifications apply.

Criterion T2	
The tenderer must designate a <b>contract manager (administrative coordinator</b> – who will deal with requests of an administrative, organisational and financial nature / <b>teaching coordinator</b> - in charge of coordinating trainers and pedagogical projects and all teaching-related requests), to liaise with the Commission, ensuring coherence for the overall work under the framework contract. <u>These may be the same person as long as they have the relevant degree and experience for both roles.</u>	
<b>Minimum level of capacity</b>	<p>a) Degree(s): a higher education/university degree (<b><u>in languages for Teaching coordinator role</u></b>). The degree has to be awarded after at least 3 (three) years of study.</p> <p>b) Experience:  <b>Administrative coordinator:</b> at least <b>5 (five) years</b> of professional experience in the field of project management or coordination of projects.  <b>Teaching coordinator:</b> at least <b>2 (two) years</b> of professional experience in the field of designing and organising language training programmes <b>and 5 (five) years</b> of professional experience in language teaching to adults.</p> <p>c) Languages: knowledge of English corresponding to level C1, as defined by the Common European Framework of Reference for Languages (CEFR) of the Council of Europe:  <a href="https://europass.cedefop.europa.eu/resources/european-language-levels-cefr">https://europass.cedefop.europa.eu/resources/european-language-levels-cefr</a>.</p> <p>d) ICT knowledge: knowledge of multimedia teaching and the ability to use multimedia resources and information and communication technology (ICT).</p>
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .

Criterion T2	
<b>Evidence</b>	<p>a) A copy of the above-mentioned degree(s).</p> <p>b) A CV attesting to the professional experience described above.</p> <p>c) A language certificate for the level required or relevant past experience. The certificate may be replaced by a declaration on honour or indication in the CV.</p> <p>d) A relevant certificate or any relevant past experience. The certificate may be replaced by a declaration on honour or indication in the CV.</p> <p><u>Each CV provided should indicate the intended function in the delivery of the service.</u></p> <p><u>CV format:</u> in the context of this call for tenders, for this function, the tenderer is obliged to use the Model of CV provided in <b>Annex 8</b>.</p>

Criterion T3	
<p>The tenderer must have at its disposal a pool of <b>language trainers</b> who will be in charge of providing language training.</p> <p><b>For the purpose of verification of selection criteria, the tenderer must provide evidence for a total of <u>four</u> trainers, covering all of the requested languages, ie. French(1), German(1), Spanish(1), English(1)</b></p>	
<b>Minimum level of capacity</b>	<ul style="list-style-type: none"> <li>a) Degree(s): a higher education/university degree <b>in languages</b>. The degree has to be awarded after at least 3 (three) years of study. <b>In the case of a <u>degree not in the area of languages</u> or a diploma in the area of languages awarded after <u>less than 3 years of study</u>, this may be accepted if the experience in (b) is at least 5 (five) years of teaching the language since 2015 (equivalent to minimum 500 hours).</b></li> <li>b) Experience: at least 2 (two) years of professional experience (equivalent to minimum 200 hours) in teaching the language requested, preferably to adults, since 2015.</li> <li>c) Languages: the <b>language to be taught - teachers must preferably be native speakers of the language they are to teach</b> - and knowledge of English corresponding to level C1 as defined by the Common European Framework of Reference for Languages(CEFR) of the Council of Europe: <a href="http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr">http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr</a>.</li> <li>d) ICT knowledge: knowledge of multimedia teaching and the ability to use multimedia resources and information and communication technology (ICT).</li> </ul>
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
<b>Evidence</b>	<ul style="list-style-type: none"> <li>a) A copy of the above-mentioned degree(s).</li> <li>b) A CV attesting to the professional experience described above.</li> <li>c) A language certificate for the level required or relevant past experience. The certificate may be replaced by a declaration on honour or indication in the CV.</li> <li>d) A relevant certificate or any relevant past experience. The certificate may be replaced by a declaration on honour or indication in the CV.</li> </ul> <p><u>Each CV provided should indicate the intended function in the delivery of the service.</u></p> <p><u>CV format:</u> in the context of this call for tenders, for this function, the tenderer is obliged to use the Model of CV provided in <b>Annex 8</b>.</p>

👉 **All of the above-mentioned evidence of professional capacity for:**

- **one contract manager / administrative coordinator / teaching coordinator**
- **4 (four) language trainers**

**must be provided with the tender. The other evidence of professional capacity may be requested by the *Contracting authority* at any time during the procedure. Please note that a request for evidence in no way implies that the tenderer has been successful.**

## C- Technical capacity of the tenderer

Criterion T4	
The tenderer must use an existing and operational <b>online platform</b> to perform the framework contract complying with the below mentioned criteria.	
<b>Minimum level of capacity</b>	<ul style="list-style-type: none"> <li>• Providing synchronous and asynchronous tutoring/coaching and online tuition, with whiteboard;</li> <li>• Offering an online learning environment where participants can communicate, interact and discuss remotely with a trainer, and engage with learning resources while working individually or in groups, all in an online setting;</li> <li>• Offering interactions between trainers and participants through videoconferencing;</li> <li>• Allowing multiple users to be connected at the same time through the Internet, with video-capability, preferably including breakout rooms and chat features;</li> <li>• Proving the capacity to protect personal data.</li> <li>• The online platform must be compatible with all commonly used operating systems and Internet browsers (e.g. Chrome, Firefox, IE, Safari and Edge).</li> </ul> <p>The following are preferred requirements (optional):</p> <ul style="list-style-type: none"> <li>• Offering the possibility to upload all material linked to a course (programmes, course teaching material, homework, extra activities, etc.);</li> <li>• Allowing feed-back and corrections, tests and quizzes, multiple-choice question sheets;</li> <li>• Offering the possibility to record attendance and number of connections of the participants;</li> </ul>
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
<b>Evidence</b>	A description of the online platform reprising each one of the bullet points referred to above


👉 All of the above specified evidence of technical capacity must be provided with the tender.



### 3.3. Compliance with the minimum requirements specified in the procurement documents

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section 1.4. of these specifications and to the fact that tenders must comply with applicable data protection, 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.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

 **Tenders that are not compliant with the applicable minimum requirements shall be rejected.**

### 3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price – 30%

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications, as set out in the financial model in Annex 6.

2. Quality – 70%

- **Evaluation of quality**

The maximum total quality score is 100. Tenders must score the minimum threshold for each criterion and sub-criterion, and at least a total number of points equal to 70 out of 100. Tenders that do not reach the minimum quality thresholds will be rejected and not taken into consideration for the financial evaluation.

The overall quality of each tender shall be evaluated on the basis of the following criteria:

#### **Criterion 1:**

#### **Quality of the proposed courses (maximum: 70 points - minimum threshold: 49 points)**

The tenderer must submit a description of a language course designed for the CA (see **Annex 7**). Quality will be evaluated on the basis of the quality sub-criteria set out below, applied to the response to the **case study** which tenderers must submit with their tenders.

**Sub-criterion 1.1: Content (maximum: 30 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 (oral 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)?
- 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 CA 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: Pedagogy (maximum: 30 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?

**Sub-criterion 1.3: Online Platforms (maximum: 10 points – minimum threshold: 7 points):**

- A.** Is the proposed online platform (for virtual classes):
  - I.* Easy to use and access?
  - II.* Subject to frequent updating (mandatory or accessory updates)?
- B.** Is the proposed online platform (for virtual classes):
  - I.* Intuitive and easy to access?
  - II.* Requiring download of software or plug-in?
  - III.* Proposing security measures to ensure the protection of data exchanges and to secure the courses for the staff of the CA?
- C.** Does the content of the online activities provide:
  - I.* Evidence of consolidation of learning?
  - II.* An integrated continuous evaluation process?

*The tenderer will have to submit a full description of a platform it will use, which will be analysed during the evaluation exercise.*

**Criterion 2:**

**Quality control and work monitoring (maximum: 30 points - minimum threshold 21 points)**

This criterion will assess how to monitor work and ensure that the services provided to the CA 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 above criterion will be assessed based on the sub-criteria detailed below.

**Sub-criterion 2.1: Method of staff selection (maximum: 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: Quality control (maximum: 15 points – minimum threshold 11 points):**

- A. Technical quality control on the provision of virtual courses (bugs and business continuity)
- B. The relevance of the proposed performance and customer-satisfaction indicators through continuous quality control in relation to courses and services
- C. Measures taken to update the training of staff in the methods and skills required to perform their duties and detailed plan for the ongoing training of the trainers and service providers it supplies to the CA, including training in ICT

**Sub-criterion 2.3: Procedure management (maximum: 9 points – minimum threshold 6 points):**

- A. The internal manual of administrative procedures and logistics and the procedure for the updating of quality control (**this manual is to be submitted with the tender**)
- B. The detailed procedure for handling, resolving and remedying any complaints from the CA
- C. The detailed procedure for organising a fully externalised test
- D. The detailed procedure for designing a new course taking into account the specificities of the CA

- **Financial evaluation**

After verification of the conformity of financial tenders submitted, the financial evaluation will be based on the analysis of the result of the scenario as described in the Financial Model (Annex 6), among the tenders that passed the quality evaluation.

The contracting authority reserves the right to check tenderers' calculations. In the event of errors in calculating the total, the price per hour will take precedence.

The offer of the tenderer must specify the way they have calculated the prices (price per hour/price per service) quoted in the financial model.

Where a service is provided free of charge, the tenderer must indicate EUR 0,00.

The prices quoted must be a flat-rate price, inclusive of all costs and charges.

It is forbidden to propose options or other variants. Any bid failing to comply with this will be rejected.

To submit their financial tenders, tenderers are required to complete the Financial Model in **Annex 6** which may not include any items other than those requested. Any bid failing to comply with this provision will be rejected.

The Financial Model in **Annex 6** must be completed in full, duly dated and signed, failing which the tender may be rejected.

### 3.5. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

Score for tender X	=	$\frac{\text{Lowest price}}{\text{Price of tender X}}$	*	100	*	Price weighting (30 %)	+	Total quality score (out of 100) for all award criteria of tender X	*	Quality criteria weighting (70 %)
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Should the outcome of the formula lead to two or more tenders with the same result, the tenders with lower price will be ranked higher than the tenders with higher price.

**👉 The contract shall be awarded to the tender ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling the selection criteria.**

## 4. FORM AND CONTENT OF THE TENDER

### 4.1 Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation to tender letter and the [eSubmission Quick Guide](#).

👉 **Make sure you prepare and submit your electronic tender in eSubmission early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract**

### 4.2 Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in *Annex 1*.

The following requirements apply to the technical and financial offer to be uploaded in eSubmission:

- **Technical offer.**

The technical offer must provide **all the information** needed to assess the compliance with Section 1.4 of these specifications and **the award criteria**. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- **Financial offer.**

A complete financial offer, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in *Annex 6* shall be completed and uploaded in eSubmission. The total amount of the offer as indicated in cell “F8” must be encoded in the field “Total amount excl. taxes” under the section “Tender data” in eSubmission.

It is the responsibility of each tenderer to ensure that the total amount of the tender inserted in the eSubmission field “Total amount excl. taxes” corresponds to the amount indicated in the uploaded financial offer. In case of discrepancies, only the amount indicated in the financial offer will be taken into account.

The offer of the tenderer must specify the way they have calculated the prices (price per hour/price per service) quoted in the financial model.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to 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.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT.

The eSubmission field “Total taxes amount” must indicate 0 (zero) EUR as the *Contracting authority* is exempt from taxation.

☞ The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

### 4.3 Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written or a qualified electronic signature as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

For hand-written signatures see Section 1 of the Invitation to tender.

For electronic signatures see: <https://webgate.ec.europa.eu/fpfis/wikis/x/YIrgIw>

All documents must be signed by the tenderers (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);
- (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in **Annex 3**).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be demonstrated by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the *Contracting authority* can access on a national database free of charge does not need to be submitted if the *Contracting authority* is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

### 4.4 Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions,

agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.

- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the Financial Regulation, who are not rejected under Article 141 of the Financial Regulation, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets<sup>11</sup>.
- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure<sup>12</sup>, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

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

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<sup>11</sup> For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

<sup>12</sup> See Article 4 (2) of the Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.



## **APPENDIX: LIST OF REFERENCES**

<i>Award criteria</i>	See Section 3.4
<i>Contracting authority</i>	See Section 1.1
<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i>	See Section 2.5.1
<i>EU Validation services</i>	See Section 2.3  <a href="#">EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment</a>
<i>Exclusion criteria</i>	See Section 3.1
<i>Financial Regulation</i>	<a href="#">Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union</a>
<i>Framework contract</i>	See Section 1.6
<i>Framework contract ceiling</i>	See Section 1.7
<i>Group leader</i>	See Section 2.4.1
<i>Identified subcontractors</i>	See Section 2.5
<i>Involved entities</i>	See Section 2.4
<i>Joint tender</i>	See Section 2.4.1
<i>Participant Register</i>	See Section 2.3  <a href="https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register">https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register</a>
<i>Selection criteria</i>	See Section 3.2
<i>Sole tenderer</i>	See Section 2.4
<i>Subcontracting/subcontractor</i>	See Section 2.5
<i>Treaties</i>	The EU Treaties:  <a href="#">Founding agreements (europa.eu)</a>

# **A**NNEXES

The following documents are annexed to these specifications and form an integral part of these specifications:

**Annex 1. List of documents to be submitted with the tender or during the procedure**

**Annex 2. Declaration on Honour on exclusion and selection criteria**

**Annex 3. Power of attorney**

**Annex 4. List of identified subcontractors**

**Annex 5.1. Commitment letter by an identified subcontractor**

**Annex 5.2. Commitment letter by an entity on whose capacities is being relied**

**Annex 6. Financial offer form**

**Annex 7. Case study**

**Annex 8. Model of curriculum vitae**

**Annex 9. VAT exemption (Irl)**