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TENDER SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER

OPEN PROCEDURE

Call for Tenders CHAFEA/2017/BTSF/02

concerning the organisation and implementation of training activities on food hygiene and the flexibility provisions provided in the food hygiene package under the "Better Training for Safer Food" initiative

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1. INFORMATION ON TENDERING

1.1. Purpose and context of the contract

The Consumers, Health, Agriculture and Food Executive Agency (hereinafter: Chafea) was created on 1 January 2005 (formerly named PHEA between 2005 to 2008 and EAHC between 2008 to 2014). In 2013, the Agency's mandate was prolonged until 2024 to include actions in the field of health, consumer protection and food safety. In 2016, the mandate was enlarged to manage the reformed policy for promotion of EU agricultural products.

Chafea is the contracting authority managing this call for tenders and will sign and manage the awarded contract.

In order to obtain services related to the organisation and implementation of training activities on animal disease preparedness, including early warning, contingency planning and animal disease control, the present call for tenders is launched in the framework of the Better Training for Safer Food Initiative (hereinafter referred to as "BTSF").

"Better Training for Safer Food" (BTSF) is an initiative of the European Commission's Health and Food Safety Directorate-General (DG SANTE) aimed at organising a European Union (EU) training strategy in the areas of food law, feed law, animal health and animal welfare rules, as well as plant health rules.

The objective of the present open call for tenders is to cover the organisation and implementation of training activities on food hygiene and the flexibility provisions provided in the food hygiene package.

Article 51 of Regulation (EC) No 882/2004 of the European Parliament and of the Council of 29 April 2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules[1] and Article 2(1)(i) of Directive 2000/29/EC provides the legal instrument for this initiative in the fields of food and feed safety, animal and health and welfare and plant health.

The Contracting Authority is responsible for carrying out the implementation tasks for the management of the food safety training measures covered by Regulation (EC) No 882/2004 and Directive 2000/29/EC[2], as specified in article 4 of Decision 2004/858/EC[3].

The BTSF programme is designed predominantly to train staff of competent authorities of EU Member States involved in official control activities so as to keep them up-to-date with all aspects of EU law in the areas specified above and to ensure that controls are carried out in a more uniform, objective and adequate manner in all Member States.

[1] OJ L 191 of 28.5.2004, pp. 1-52

[2] COUNCIL DIRECTIVE 2000/29/EC of 8 May 2000 on protective measures against the introduction into the Community of organisms harmful to plants or plant products and against their spread within the Community.

[3] 2004/858/EC: Commission Decision of 15 December 2004 setting up an executive agency, the 'Executive Agency for the Public Health Programme', for the management of Community action in the field of public health — pursuant to Council Regulation (EC) No 58/2003 (2004/858/EC). Chafea was formerly named PHEA between 2005 to 2008 and EAHC between 2008 to 2014). By 2014/927/EU - Commission Implementing Decision, the Consumers, Health, Agriculture and Food Executive Agency was established until 2024 to include actions in the field of health, consumer protection and food safety. In 2016, the mandate was enlarged to manage the reformed policy for promotion of EU agricultural products. ,

It is also essential that non-EU countries and in particular developing countries are familiar with EU standards and import requirements. For this purpose, training organised for Member States in the EU is also available to participants from non-EU countries and specific training activities are organised for non-EU country participants on the spot.

The contractor shall organise all aspects of training processes including travel, lodging, catering, technical presentations, field visits where adequate, social event, translations, videos, knowledge tests, design adequate questionnaires and selection of adequate tutors and other services which are described in this call.

Further information on this initiative may be found on the following web-sites:

http://ec.europa.eu/chafea/food/index.html

http://ec.europa.eu/food/training_strategy/index_en.htm

Food law, feed law, animal health rules, animal welfare and plant health legislation and requirements are almost fully based on EU law. The development of these rules has enabled the creation of the internal market for food, feed, live animals and plants, whilst ensuring a high level of consumer protection and of protection of animals and plants. At international level, the EU legislation referred to above, allows compliance with the international obligations laid down in international agreements, such as those developed by the World Trade Organisation (WTO), *Codex Alimentarius*, the World Organisation for Animal Health (OIE) and the International Plant Protection Convention (IPPC).

Such a strong EU oriented integration of the legislation and global approach requires a high level of competence and expertise of the controlling authorities, imposing as well high standards on control officials in the Member States when ensuring that official controls are efficient, objective and adequate. The staff of controlling authorities must have a broad knowledge of different hazards (chemical, biological and physical) that can occur along the feed and food chain. They must also understand the mechanisms of the market in which food and its ingredients can be obtained from many different sources. At the same time, they need to be informed about very specific problems that are inherent to specific production, processing, conservation and distribution methods. They must be able to identify non-compliance with feed and food safety requirements, or with animal health and animal welfare requirements or with plant health requirements. They must also be able to detect fraudulent practices. Control of feed and food production and marketing, and of animal and plant production and trade, requires a multidisciplinary approach which is strengthened with these trainings.

In this context, training is an essential tool in order to improve the spreading of knowledge and awareness of EU law in the above-mentioned fields, and to promote a harmonised approach to the operation of EU and national control systems.

Non-EU countries must, when exporting food, feed, live animals and plants to the EU, provide guarantees that exported consignments were obtained respecting EU legislation and that consignments respect all rules with regards to food safety, feed safety, animal health, plant health and, where appropriate, animal welfare requirements. Respecting these rules is necessary to prevent introduction of animals and plants diseases into the EU. It is therefore essential that non-EU countries, and in particular developing countries

(DCs), are informed about these standards which facilitate their access to the EU market and therefore promote EU food safety standards at international level.

1.2. Participation in the tendering procedure, access to market

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

It is also open to all natural and legal persons established in a non-EU country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. In specific, procurement procedures launched by the Executive Agency are open to the EEA countries[4] and to economic operators from a number of countries under the Stabilisation and Association Agreements[5]. Procurement procedures launched by Chafea are not open to countries that are parties to the Agreement on Government Procurement (GPA)[6] concluded within the WTO[7].

The rules of access to the market apply to all joint tenderers but do not apply to subcontractors.

For British tenderers:
Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in non-EU countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

1.3. Contractual Conditions

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

1.4. Compliance with Applicable Law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU[8].

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[4] Iceland, Norway and Liechtenstein

5 Currently Albania, the former Yugoslav Republic of Macedonia, Montenegro, Serbia, Bosnia and Herzegovina, Kosovo and Moldova.

6 Except for Iceland, Norway and Liechtenstein that are parties to the Agreement on Government Procurement and EEA countries.

[7] https://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm

[8] Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

1.5. Joint Tenders

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

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact for the Contracting Authority (the leader). The leader shall be authorised to submit the tender on behalf of the group and act on behalf of its members in connection with the tender.

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

In this case, each participating economic operator shall accept and comply with the terms and conditions set out in the tender specifications and in the contract.

The tender must identify the participating operators (members) by filling in the relevant points of Annex Ia (tender submission form). The tender shall clearly specify the role and tasks of each member within the tender.

The contracting authority may not demand that group of economic operators have a given legal form in order to be allowed to submit a tender. However, the selected group awarded to sign a contract may be required to adopt a given legal form before the contract is signed, if this change is necessary to the proper performance of the contract.

For information on how the exclusion, selection and award criteria are applied to joint tenders (with or without subcontracting) please refer to section 4 of the tender specifications.

1.6. Subcontracting

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole. The Contracting Authority will not have any direct legal commitment with the subcontractor(s).

Tenderers are required to identify subcontractors whose share of the contract is above 10% and all subcontractors whose capacity is necessary to fulfil the selection criteria (hereinafter referred to as "identified subcontractors").

The tender must provide all the necessary information related to the above mentioned subcontractor(s) by filling in the Annex Ia data (identity, role, specific tasks, and proportion of the contract the tenderer intends to subcontract in total and by each subcontractor when this is above the % indicated above). All identified subcontractors should provide a written statement declaring their undertaking to collaborate with the tenderer (s) in case of award of the contract and the resources that the subcontractor will put at the tenderer (s) disposal (see Annex Ic - letter of intent for subcontractors).

Where the economic operator(s) who submit(s) the offer rely on the capacity of other entities with regard to the criteria relating to economic and financial capacity, the contracting authority may require that the economic operator(s) and those entities are jointly liable for the performance of the contract.

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

For information on how the exclusion, selection and award criteria are applied to subcontractors please refer to section 4 of the tender specifications.

2. REQUIREMENTS AS TO THE TENDER (ER)

2.1. Identification of the tenderer - legal status

The tender must include a **cover letter** signed by an authorised representative together with the administrative offer (envelope A) of the tender presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors, if applicable, as well as the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with the power of attorney (see Annex Ib).

As evidence, **all tenderers** (including all members of the group in case of joint tender and identified subcontractors if any) shall fill in the data requested in the appropriate PDF Tender submission form (Main form for the tenderer or the Leader, and Sub-form for all the others) and provide all the supporting documents requested for each specific annex. In order to generate the appropriate Sub-forms and Annexes, the tenderer (or the leader in case of joint tender) should follow the technical instructions detailed in the guides (see http://ec.europa.eu/chafea/common/cft-guides_en.html).

Please note that there are particularities for some of the annexes contained in the PDF Tender submission form:

- Annex Ia (Tender submission form):

  All tenderers (including all members of the group in case of joint tender and identified subcontractors if any) should fill in the Tenderer's composition and Member detailed information.

  Additionally, the tenderer (or the leader in case of joint tender) should fill in and sign the Statement page.

  The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC by selecting the relevant option in the Member detailed information part of Annex Ia. This information will be used by the contracting authority for statistical purposes only.

- Annex Ib (Power of attorney):

In case of Joint Tender, all members of the group should provide the Power of attorney document counter-signed by the leader of the Joint Tender (see section 1.5 of the present tender specifications).

- Annex Ic (Letter of intent):

  Subcontractors that are identified in the tender must provide the letter of intent signed by an authorised representative (see section 1.6 of the present tender specifications.

- Annex IIa / IIb / IIc (Legal entity form) - the link to access the forms is included in the PDF Tender Submission Form

  The tenderer (and each member of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. No form is required for subcontractors.

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

- Annex III: Financial identification form - the link to access the form is included in the PDF Tender Submission Form

  The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender must be submitted. No form is required for subcontractors and other members of the group in case of joint tender.

2.2. Structure and Content of the Tender

The tenders must be presented as follows:

Envelope A: Administrative offer

The administrative offer must include documents issued by the tenderers /members of the joint tender/identified subcontractors and provide information in relation to the identification of the tender, its access to the market and exclusion and selection criteria.

The Administrative offer must include the following documents:

Document to be provided	Form to use (if applicable)	Reference to the Tender specifications' chapter
Cover letter	n.a.	2.1.
Tender submission form	Annex Ia – included in the published PDF form	2.1.
Power of attorney (for members of the Joint	Annex Ib – included in the published PDF form	1.5. and 2.1

Tender)		
Letters of intent (for subcontractors)	Annex Ib – included in the published PDF form	1.6. and 2.1
Legal entity forms (and its supporting documents)	Annex II – The form is available via a link within the Tender Submission Form that is included in the published PDF form	2.1.
Financial identification form (and its supporting documents)	Annex III – The form is available via a link within the Tender Submission Form that is included in the published PDF form	2.1.
Declaration of Honour on exclusion and selection	Annex IV – included in the published PDF form	4.1 and 4.2
Check-list	Annex VI	

Additional administrative documents should be provided upon request by the successful evaluated tenders. If necessary for the assessment of the tenders, Chafea reserves the right to request further administrative documents in duly justified cases.

Envelope B: Technical offer

The technical offer must include a detailed description on how the tenderer(s) are planning to provide the requested service, as defined in the technical specifications covering all aspects and tasks described therein (see section 3 below). The tender should provide all the information needed to appraise the award criteria presented in section 4.3 of the present tender specifications.

Offers that are irrelevant to the subject of the contract, deviate from the (minimum) requirements or do not fulfil all the requirements set out in the Tender Specifications may be rejected on the basis of non-compliance with the tender specifications.

Envelope C: Financial offer

The price for the tender must be quoted in euro. 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.

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

The quoted price must be a fixed amount which includes all charges (including travel and subsistence expenses).

Please refer to the technical specifications below for the maximum number of meetings/place of meeting with the contacting authority.

3. TECHNICAL SPECIFICATIONS

3.1. Description of the requested service and deliverables

The present open call for tenders covers the organisation and implementation of training activities on food hygiene and the flexibility provisions provided in the food hygiene package under the Better Training for Safer Food initiative.

The execution of the tasks will be divided in two separate phases of 24 months each. The initiation of the second phase is subject to EU budget availability, persistence of training needs, positive analysis and approval of the final technical report that needs to be submitted by the contractor to the Contracting Authority at the end of the first phase.

During the first phase of implementation of the contract, the contractor will have to prepare the training materials, organise and hold the trainings of the participants, as described under section 3.1.2 below and, in general, perform all the tasks that are described in the present tender specifications.

During the second phase of the implementation of the contract the contractor will have to implement for the second time all the necessary tasks for the provision of the same service with the same amount of participants. The only **exception will be that the preparation of the training materials will not be needed,** given that those prepared during the first phase are to be used. **Depending on the actual need, the contractor will have to update the training materials accordingly so as to ensure the maximum accurateness of the information that will be presented to the trainees.**

The Contractor is authorised to continue the execution of the tasks in the second phase only upon written consent of the Contracting Authority following an assessment meeting, an analysis and approval of the final Technical Report that should be submitted at the end of the first phase of implementation, according to the provisions set out in section 3.1.4 of the present tender specifications. As mentioned above, the initiation of the second phase will be subject to budget availability, persistence of the training need, positive analysis and approval of the final technical report.

Section 3.1.1 "General description of the minimum tasks to be implemented" comprises the conditions and requirements that apply for BTSF activities in general. The specific information for the individual activities has been included in section 3.1.2 "Specific description of the minimum tasks to be implemented".

3.1.1 General description of the minimum tasks to be implemented

This call is aimed at providing training to mainly EU Member States' officials under the 'Better Training for Safer Food' (BTSF) initiative. The following requirements apply to this call for tender.

The minimum requirements for the tender to be considered compliant are described below in sections 3.1.1 and 3.1.2.

Training structure and content

The training content will guarantee that the courses will achieve the objectives of the project and it shall include the tasks to be performed including the organisation of the work to be carried out.

The training content, as described in the offer, shall ensure that the technical coverage required by the technical specifications, as detailed under section 3.1.2, is guaranteed.

The contractor shall ensure continuity with training activities implemented in the relevant fields since 2006 under the BTSF programme.

Format, including the timing and the content of the training sessions will be designed by the contractor in order to fully reach the objectives indicated below. The trainings will consist of a balanced mix of **theoretical and practical trainings** with emphasis on the practical exercises. Training packs containing all teaching materials, manuals and documentation needed for the training must be developed by the contractor. These materials must include a disclaimer as stated in section 3.5.1.

Discussion sessions shall be organised for exchange of views and feedback from participants.

The contractor shall also include a good mix of interactive learning methodologies such as, but not exclusively, simulations, case studies, field visits, play roles, quizzes, interactive response systems, group computer research, videos or use of network platforms and databases into the training courses in order to increase the understanding of the given subjects and to make the training interactive and interesting for the participants.

The contractor is requested to test the understanding of the trained subject by the participants at the beginning of each training session, using (an) anonymous, and possibly interactive, response system(s) measuring the knowledge of the whole group of participants at the beginning of the training.

At the end of each training session, the contractor must organise an assessment of the understanding of the covered subject by all the participants with the same test and mean(s) as the one (those) used at the beginning of the training session in order to measure the impact of the training on the understanding of the taught subject by the group of participants.

The contractor is requested to provide the Contracting Authority, per each training session, with the results, raw material and summary of all these tests with the Interim reports uploaded in the Commission tool for circulation of electronic documents called Communication and Information Resource Centre for Administrations, Businesses and Citizens (CIRCABC).

The contractor is required to distribute to all trained participants a questionnaire designed specifically to assess the changes in behaviour in the participants' daily work practice thanks to the use of the knowledge acquired during the training and the type and level of

further dissemination performed following the training sessions. The contracting Authority will provide the contractor with this questionnaire.

The questionnaire has to be sent out by the contractor to the participants 2 to 3 months after a training session has taken place and/or earlier for those trainings close to the end of the phase of implementation of the contract, in order to give enough time to the participants to use the new knowledge they have acquired and to disseminate and to obtain in due time the needed feedback allowing the analysis of the information obtained from these questionnaires together with the evaluation of the draft Final report.

The contractor has to prepare a specific electronic folder including the returned questionnaires and to upload this folder in CIRCABC together with the Final report.

General criteria for identification of participants and participation quotas

Participants shall represent staff of competent authorities of the Member States involved in official control activities. These officials must be identified and proposed by Member States' competent authorities through previously identified National Contact Points (NCPs) for these countries. A list of these contact points for Member States and some non-EU countries is published on the following link:

http://ec.europa.eu/food/training_strategy/participants/ms_contact_points_en.htm.

In the absence of identified NCPs, other national project coordinators need to be identified by the contractor. Participants in the trainings can also be delegates from non-EU countries, representatives from international organisations or other stakeholders who, at the end, will undergo the complete training.

The identification of participants shall be a key element for an appropriate implementation of the training activities. The national competent authorities are in the best position to identify staff members for the BTSF training courses according to national interests and priorities. The ultimate responsibility for proposing participants rests with the Member States' competent authorities.

The contractor shall request from the NCPs or other sending bodies (in case no NCP is identified) to propose trainees with the required technical and linguistic knowledge. It should be clear from their background and professional position that the participation in the training activity is a key element for the improvement of their competencies. In addition, as described below, the participants will be requested to commit themselves to disseminate the knowledge received via different dissemination methods i.e. informing colleagues about the information received during the training, distributing (photocopying or sending via electronic way) the training materials among their colleagues, preparing presentations based on the training materials for the obligatory national Competent authorities' professional trainings or other disseminating methods which could be appropriate to share the information received via the BTSF trainings. It will be the task of the contractor to check in the application forms if all the participants fulfil the general criteria.

The list of countries mentioned in the technical specifications shall not be considered as final but as a tool for the preparation of the offers and calculation for budgetary purposes. The final list of countries to be invited will be communicated to the contractor by the Contracting Authority. The list may partially change based on request from DG SANTE, taking into account the development of veterinary and phytosanitary matters at the European and international level.

The list of non-EU countries mentioned in these technical specifications should as well not be considered as final but as preliminary for the preparation of the offers and for the calculation for budgetary purposes. The final list of non-EU countries to be invited – taking into account the above mentioned indication and the overall financial constraints – will be communicated to the subcontractor by the Contracting Authority. The list might partially change based on a request from DG SANTE, taking into account the development of veterinary and phytosanitary matters at the European and international level and the needs of the partner countries.

Unless otherwise stated below, individual country quotas are to be meant as quotas not to exceed. It is important that regional and maximum quotas from the agreed list are achieved. Any changes from the agreed quotas must be duly justified and approved by the Contracting Authority before actual implementation.

The number of places available for each course and per each country is fixed by DG SANTE after consultation with the NCPs or other sending bodies. To support the project purposes which are, among others, promotion of uniformity of inspection procedures and networking among participants, the contractor shall ensure the highest possible mix of participants concerning their countries of origin at each training session. When drafting a list of participants for a particular course, the contractor shall take into account also the regional specifications and allocate seats according to the region meant by the very broad terms, where the course is organised.

The contractor has an overall responsibility to meet the participation quotas established in the contract. The contractor shall take appropriate measures in order to fill all available places. In particular the contractor shall send timely appropriate information on the training opportunities towards the governments of the countries identified as participants of the trainings. This communication will only cover trainings in the following 6 months and it will be directed through the NCPs or other sending bodies (in case no NCP is identified) not later than 30 days before the actual start of the training. If possible, the contractor shall inform the competent authorities about the timetable and agenda for the particular training in order to give appropriate time for the selection procedure of the participants in the different Member States or non-EU countries. The contractor shall ensure that the appropriate channels are used for this communication.

If an NCP exists in a specific country, only applications supported by the NCP shall be considered. For non-EU countries, where NCPs are not established, other channels for the applications may also be used.

Non-EU country delegations/embassies in Brussels, EU delegations in these countries and other relevant regional organisations, such as the ASEAN, MERCOSUR and ACP Secretariat, shall also be involved, as appropriate. The contractor is invited to consider other mechanisms in order to ensure the required participation.

In the invitation sent to the NCPs or other established national contacts, the contractor shall accurately define the required level of technical and linguistic knowledge of the participants. The contractor shall inform the participants that their commitment in the further dissemination of the received knowledge within their respective countries is expected. This must be done during the application process. For the purpose of the dissemination the contractor is obliged to provide a training package (presentations of

tutors, study notes – *"scripta"* or "extended *syllabus"* - and other information and material delivered at the course, as well as additional reference for further study) to the participants at the end of the training course in order to be used as supporting dissemination material. The contractor shall monitor the actual dissemination by means of an electronic survey. The results of this survey shall be communicated to the Contracting Authority with the reports foreseen in the contract.

The contractor is obliged to fix a deadline for submitting applications for participation in each event. Where there are places unfilled these may be offered to other applicants according to the needs of the EU. This must be in line with the agreed quotas and any change shall not increase the total budget of the contract. Should none or no appropriate answer be received (i.e. the real figures would vary from the ones in the contract or in the first Interim report), the contractor is responsible for finding out the reasons for the difference and, if appropriate, taking the necessary steps to recover the situation.

In case the contractor is unable to ensure the required number of participants due to factors not attributable to its own performance, it should inform the Contracting Authority immediately. **If, for whatever reason, the planned training for the requested number of participants is not implemented by the contractor, a proportionate deduction related to the number of trained participants will be made from the final payment. This deduction will be done only if the difference in the number of trained participants exceeds 5% of the requested number of participants. Consequently, there will be a deduction of 6% (or more %) from the final payment, if only 94% (or less %) of the agreed number of the participants is trained.**

Contractors are obliged to take into account different cultural backgrounds of EU countries when preparing the list of the participants and to propose appropriate time slots for the particular training sessions. Time slots for trainings for a particular year should be notified in advance to each NCP.

Meetings

During the contract duration (including the 2 phases of 24 months each), a maximum number of 8 meetings, with a minimum of 3 attendees (Project Manager and/or Training Coordinator and/or other staff member(s), depending on the type of the meeting and in agreement with the Contracting Authority) per meeting from the contractor, with the Contracting Authority and the Commission will take place either in Luxembourg or in Brussels. This results in a maximum of 4 meetings (e.g. kick-off meeting, database and operational guidelines meeting, second phase initialisation meeting, first phase assessment meeting) during the first phase, and a maximum of 4 meetings, during the (possible) second phase of implementation.

Deviations

In case an NCP from a particular Member State does not send the appropriate number of participants to a training programme, this needs to be notified to the Contracting Authority in due time.

Contractors are obliged to offer the remaining seats to participants from other Member States. The contractor must establish a participant reserve list. If there are no applications

from the NCPs for the participant reserve list, such information shall be communicated immediately to the Contracting Authority.

The adaptation of country quotas, which were laid down in the contract and in the first Interim report, might be necessary if NCPs from particular Member States do not send the appropriate number of participants. In this case, the Contracting Authority shall be informed as soon as possible and has to give its prior approval of the adapted country quotas (in close cooperation with DG SANTE).

Positions in the contract management

a. The **Project Manager** has the overall responsibility for the implementation of the training programme. He/she should have the authority to mobilise the resources necessary for the successful implementation of the training activity. He/she **will be responsible for the daily control, coordination and management of the contract implementation and the needed communication with the Contracting Authority on the contract, which means that he/she will be the single contact and communication point and that he/she will coordinate the implementation of the contract with the Contracting Authority**. For the communication the contractor is obliged to use a specific and to the contract related functional mail box clearly indicating the contract number, contract acronym and contractor's domain.

b. The contractor is requested to appoint at the beginning of the contract, from his staff or from consortium members staff, for each planned activity, a permanent **Event Manager** responsible for all practical, logistical and organisational aspects of that activity. The Event Manager shall not be a part of the team of tutors. The Event Manager must be involved in all implementation stages, attend and coordinate the activity.

The Event Manager shall have the entire authorisation to take the necessary and immediate decisions regarding the practical arrangements of the training i.e. travel of the participants, catering and or lodging issues etc. The tasks and responsibilities of the Event Manager shall be described in detail in the tender.

c. The contractor is requested to appoint at the beginning of the contract, from his staff or from consortium members' staff, for each planned activity, a permanent **Assistant Event Manager** in order to ensure the practical and organisational aspects of the activities; to take care that participants are well informed about the training activities and training or traveling schedules and any other events which do not take place in the venue of the training sessions.

During the entire activity, the Event Manager and the Assistant Event manager shall be present on site and exclusively and fulltime available for the BTSF training session, starting with the day of the arrival and ending with the day of departure (end of the training) of the participants.

The contractor is requested to ensure that the Event manager and Assistant Event Manager will receive the needed training to fulfil the contractual requirements related to the training organisation elements and the reporting.

The contractor shall appoint one person as a **Training Coordinator** who will be responsible for the technical aspects of the training. He/she will be a member of the tutors'

panel. His/her tasks include, in particular, the coordination of the work of the tutors' panel and ensuring the coherence of lectures' content and training methodology and the peer-review of the training material. During the entire activity the Training Coordinator shall be present on site, be available to answer the questions related to the technical subject of the training, assist the tutors with technical guidance and ensure appropriate communication during the training sessions and training events between the participants and tutors. The tasks and responsibilities of the Training Coordinator shall be described in detail in the tender specifications.

In case of an unforeseen event which might result in the unavailability of the particular Project Manager, Event or Assistant Event Manager or Training Coordinator, the contractor is obliged to inform immediately the Contracting Authority and propose an alternative person in order to continue with the training. The contractor needs to provide a suitable alternative candidate for the replacement, meeting the selection criteria under point 4.2 (selection criteria) of the tender specifications. The request for such change needs to be done to the Contracting Authority according to the latest version of the BTSF Operational Guidelines.

Tutors' panel

Unless otherwise stated in section 3.1.2, the contractor is required to provide **5 qualified tutors,** with the relevant experience as described under point 4.2 (selection criteria). It should be clear in the offer that the Contractor will bring together a strong and high-level expertise in respective field and will be able to replace particular tutor with adequate knowledge and expertise of tutoring subject if one or more tutors could not be available throughout the contract execution.

Besides these tutors, on request of the Contracting Authority, particular Commission officials (mainly from DG SANTE) or Chafea personnel, representing solely their institution, may participate actively to the training course, delivering a specific lecture, supervising and mentoring the trainees, evaluating the performance of the contractor, the venue selection and equipment etc. These persons shall be completely separated from the team of tutors provided by the contractor and their participation to the training activities will not imply any additional cost for the contractor nor can they be paid via this contract.

In case of an unforeseen event which might result in the unavailability of a particular tutor, the contractor is obliged to inform immediately the Contracting Authority and propose an alternative person in order to continue with the training. The contractor needs to provide a suitable alternative candidate for the replacement, meeting the selection criteria under section 4.2 of the tender specifications. The request for such change needs to be sent to the Contracting Authority according to the latest version of the BTSF Operational Guidelines.

Venue of the training sessions and accommodation

The contractor must identify an appropriate, fully equipped venue in each location where the training sessions will be held, preferably in a place where all participants and speakers can be accommodated in an appropriate single room in the standard of a four star hotel or equivalent[2] and access to WI-FI internet.

It must be ensured that at the training venue a copy machine, PC, beamers, flip charts, WI-FI internet connection, telephone and fax facilities, audio and video equipment, translation equipment and refreshments during the breaks, are provided and available for the training.

Unless otherwise stated in section 3.1.2, courses will be held in and evenly spread over three or more distinct locations, to be chosen by the contractor, geographically equally distributed among EU Member States. The selection of locations should be based on specific needs required from the field to be covered, in particular if field visits are included in the training activity.

The accommodation offered to the participants and the tutors, apart from the above described lodging requests, will be full board, including breakfast, lunch and dinner, for the entire period of their stay preferably in a hotel which is beside above described request able to offer all the practical facilities required to organise the training activities, including the meeting room of a size in line with the number of participants, one or more additional rooms to facilitate the breakdown in working groups, and possible conference interpreting facilities.

If the meeting room and other training rooms are not located in the hotel, the equipment of the chosen hotel should correspond to the criteria required under a "First Class" or "Four Star" or other equivalent[9] rating as mentioned in a standard international hotel classification (for example, the European Hotel stars Union).

At each training session all persons present will be offered refreshments (coffee, tea, juices, etc. biscuits and fruits) during the coffee-breaks.

The accommodation will be organised according to the following approximate distribution (if appropriate):

- number of training days for participants from EU Member States and candidate countries, EFTA and EEA countries;
- number of training days + 1 for participants from countries participating as partners in the European Neighbourhood Policy (ENP[10]) and Mediterranean basin countries and for tutors;
- number of training days + 2 for participants from selected non-EU countries entitled to reimbursement of travel cost.

Commission (mainly DG SANTE), Chafea, industry associations, relevant stakeholders and other invited non-EU countries or non-EU country organisations will cover their own expenses in line with the BTSF Operational guidelines[11]. Any costs invoiced to the non-

[9] With a bed in size of min. 0,90 m x 2,00 m or double beds of min. 1,80 m x 2,00 m; change of bed linen at least twice a week; additional power socket next to the table, desk or desk top with the chair for writing and light for reading, shower and toilet.

[10] http://eeas.europa.eu/enp/

[11] http://ec.europa.eu/chafea/documents/food/BTSF_OPERATIONAL_Guidelines.pdf

supported participants shall be clearly specified and shall be related only to the actual consumption.

Travel

With regards to travelling arrangements for participants, the service price shall cover flight-transfers (in economy class or other price equivalent class) or train/bus-transfers (in first class), as appropriate, including transfer from the airport and bus/rail stations to training and hotel locations and vice versa as well as to possible on-spot visit locations.

Travel costs from the participants' home to the nearest airport/bus station/train station and back are also covered by the service price.

Social Events

In addition to accommodation obligations, the contractor will organise a welcome drink with a joint dinner, and a cultural event (sightseeing, city visit etc.). These events shall promote networking within participants and facilitate discussions and exchange of views during and after the training. These events shall be available free of additional charges to all persons present.

Tasks during training sessions

The contractor will ensure registration and provide information and assistance to participants at the training sessions from departure from their place of living until their arrival to the initial departure point. In addition, the contractor shall:

- ensure that participants can access internet free of charge, at least once daily;
- provide for all administrative work, including copies and mail related to the training session;
- provide for simultaneous interpretation during the training sessions as specified below;
- provide information and training packs, both on paper and electronically on a USB key, to all training participants, containing all training materials, manuals and documentation needed for the training session. These should be available in English and in the other languages for which interpretation is required, be revised and proofread, and take the form of a comprehensive stand-alone set of documents (e.g. bags, folders, etc.) covering all the issues dealt with during the training session;
- implement the test procedure of participants' understanding before and after the training;
- deliver to all trained participants certificates beforehand agreed with the Contracting Authority, attesting participation in the training course and validated by the contractor (signature and company stamp);
- implement the procedure assessing the level of satisfaction of the training participants with the training and the service received. In particular, each trained participant will be requested to provide individual feedback concerning the quality and utility of the training course. The contractor is obliged to use the evaluation form and other available systems which are provided in due time to each contractor by the Contracting Authority and to deliver on request all or only

for a particular training session the original forms completed by the trained participants to the Contracting Authority;

- implement the procedure assessing the impact of the training on the behaviour in the daily work practice of participants and the dissemination performed following the training.

Languages used for trainings

Unless otherwise stated in section 3.1.2, the training courses will be given in English with possible interpretation in French and/or German, depending on the language knowledge of participants. Interpretation/translation in other official languages of the EU may be requested, instead of one or more of the above languages identified by the Contracting Authority, taking into account financial constraints.

Announcement and/or promotion of training activities

The contractor shall announce and/or promote the training activities through specialised press or any other advertising means, including an updated dedicated web-site (web-pages) containing the dates and locations of the training sessions, and sending invitations sufficiently in advance to the relevant authorities and all potential participants.

Regarding advertising and promotional activities, the contractor will ensure that all documents and all other communication tools, including the supported training materials, are prepared and published in full accordance with the principles of the relevant EU rules and the latest version of the BTSF Visual Identity Guidelines[12]. The contractor must prepare samples of these materials in order to be preliminary evaluated and finally approved by Chafea in the first 60 working days after the signature of the contract.

Support of Contracting Authority's communication tasks

T*hematic BTSF Booklets* and other learning tools are produced by the Contracting Authority (and/or by external contractors) to strengthen the sustainability and the 'train-the trainer' principle of the BTSF projects. These tools are intended to help the trainees to disseminate the knowledge received at the course among their colleagues. The contractor is obliged to provide the availability of the Training Coordinator (tutor if needed) to draft a professional text for this purpose.

Special study notes – *"scripta"* further on referred as ***syllabus*** - shall be prepared by the contractor and the tutor team. This "syllabus" shall be based on the information which was presented during the training sessions, technical training documentations or other study materials which was used during the trainings. It shall contain a currently developed Q and A part and shall have a point suggesting topics for further reading with all relevant links. The draft content for the syllabus should be included in the first Interim Report. For the second Interim Report, the contractor is obliged to present the working version of the syllabus and for the Final Report, the contractor is obliged to present the final syllabus which can be used as dissemination material and be republished by the Contracting Authority.

[12] http://ec.europa.eu/chafea/food/guidelines.html

The contractor shall record one complete training session (without parts where participants are working in small groups or field visits where the contractor cannot obtain agreement for recording from business operators). The recording shall be done with a simple recording device capable to record sound and video in a quality which will permit CHAFEA to use these videos for further training needs. The technical details of the recording shall be agreed with CHAFEA. The recording shall cover at least the part where presentations are visible and clearly record the tutor's voice and possible questions and answers from the training group.

All reports must be submitted to the Contracting Authority according to the timeline for deliverables and payments, described under section 3.1.3 below.

Under separate service contracts, special promotion videos in the form of 5 to 15 minute video clips are prepared to raise awareness among potential participants of BTSF trainings. The Contracting Authority may request the contractor to provide access to and assistance at the training venues for the production team. The Contracting Authority will notify this to the contractor with a formal request.

Implementation of the BTSF database application

The contractor shall ensure the storage of all pertinent data relating to the contract implementation and deliver them to the Contracting Authority in the form requested. These data will be included in the BTSF database application managed and used by the Contracting Authority and DG SANTE. The data will include the data of the trainers and of the participants and any other information related to training activities if requested by the Contracting Authority.

a) Presentation of the data

The contractor is requested to fill the information relating to the contract implementation into the BTSF database application (https://webgate.ec.europa.eu/Chafea_btsf/) by using the following forms:

- The course(s) with its (their) related information (code, subject, keywords, etc.). This information shall be filled manually through a specific online page of the BTSF database application.

- The participant quotas for each invited country (the volume) to a course. This information shall be filled manually through a specific online page of the BTSF database application.

- The training session(s) organised in the context of a course and its related information (language, location, date, etc.). This information shall be filled manually through a specific online page of the BTSF database application.

- The participants and/or tutors (last & first name, nationality, sending country, etc.) of a training session. The BTSF database application offers two ways to populate this information:

- Manual entry by using a specific online page of the BTSF database application. By choosing this option, the contractor shall associate all the participants/tutors to a session one by one into the BTSF database application.
- Automatic entry by using a specific online page of the BTSF database application that allows uploading a structured XML file pre-filled by the contractor with the

data related to all the participants and/or tutors of a training session. By choosing this option, all the participants/tutors to a session are loaded in one step into the BTSF database application. The specification of the structured XML file is described in a schema XSD file that will be provided to the contractor by the Contracting Authority.

At the latest 30 days after the end of each training session, these data shall be included in the BTSF database application.

A user guide on how to fill the requested information into the BTSF database application will be provided to the contractor.

It should be noted that 3 months following the final payment, the access to the BTSF database shall no longer be granted to the contractor with regards to a particular contract.

b) Use of the data included in the database for payment

The contractor shall inform the participants that their personal data may be used for statistical and assessment purposes by the Commission and their authorities and request their agreement at the time of their registration.

The numbers of trained participants per particular contract in the BTSF database will be used to cross check the information provided by the contractor when requesting the payments for the invoiced period.

Use of IT-tools, corporative designs and templates

The contractor is obliged to accept and use CHAFEA/Commission specific systems or tools for registration of participants, surveys, reporting etc. and other requested templates or designs during the lifetime of the contract.

Hand-over

At the end of the contract, or in the event that the contract is not extended for the following phase or it is terminated by one of the parties for whatever reason, the conditions for the hand-over below will apply as follows:

In M22 of each phase under the contract (or in case of contract termination, as soon as possible after the termination), the contractor will prepare a **hand-over plan** including an inventory of all the reports and deliverables (syllabus, draft text for booklets, video and all the training materials, pedagogical review, etc.) linked to the performance of the contract.

Following the approval of the hand-over plan by the Contracting Authority, in M24 of the second phase under the contract, the contractor will hand over all deliverables and related rights linked to the performance of the contract.

With regards to the deliverables, all reports will be submitted in accordance with the timeframe for providing services, indicated below in section 3.1.3 and will be uploaded in CIRCABC. The final versions of the reports and the presentations given during the training sessions will be uploaded by the contractor under CIRCABC in a particular SPACE in the reporting point of the contract available for him under CIRCABC. This SPACE shall be

called "Final versions of reports and presentations". This SPACE shall contain ONLY the final versions of the DELIVERABLES submitted by the contractors and technical accepted by the Contracting Authority. Only when report receives approval mark from BTSF team shall be submitted by surface mail (courier)in the 2 hard copies accompanied with the Invoice to the CHAFEA.

As stated above, the hand-over should also include the transfer of personal data to the Contracting Authority or to DG SANTE. After the cession of the contract, the contractor is obliged to hand over all data relating to participants to the Contracting Authority in a beforehand agreed form and delete these data from his system/records.

Plagiarism in the tender

All quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked in the tender (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

3.1.2 Specific description of the minimum tasks to be implemented

INTRODUCTION

The European Union (EU) has developed a wide range of measures aimed at ensuring a high standard of hygiene during food production and proper control of foodstuffs. Some of these rules apply to all food business operators, cover the entire food chain and deal with all types of food. Others are directed to competent authorities in charge of controlling the food chain. These rules include:

- Regulation (EC) No 178/2002 laying down the general principles and requirements of food law;
- Regulation (EC) No 852/2004 on the hygiene of foodstuffs;
- Regulation (EC) No 853/2004 on hygiene rules for food of animal origin;
- Regulation (EC) No 882/2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules;
- Regulation (EC) No 854/2004 laying down specific rules for the organisation of official controls on products of animal origin intended for human consumption.
- Regulations implementing the aforementioned acts.

These Regulations introduced a shift in the approach to food hygiene policy. The clear objective of the package is to concentrate on objectives to be reached by food business operators rather than maintaining very detailed requirements (results' obligation rather than means' obligation).

Regulation (EC) No 852/2004 applies to all foods and all stages of production, processing and distribution of food. These rules also require the putting in place, implementation and maintenance of permanent food hygiene control procedure or procedures based on the HACCP principles.

Regulation (EC) No 853/2004 lays down the hygiene requirements to be respected by food businesses handling food of animal origin at all stages of the food chain. In

particular, it defines the necessary level of detailed and specific rules that apply to certain categories of products of animal origin. It introduces some new concepts, especially in the meat production and inspection, such as the requirement that animals be clean when brought to slaughter, provision of food chain information, risk based meat inspection, simplified requirements for slaughter and de-boning establishments, simplified requirements for establishments producing products derived from meat. The methods of detection of marine biotoxins in shellfish, the microbiological criteria for certain types of food, some requirements for raw milk production were also revised in the light of the new Regulations.

In order to protect food diversity and to serve consumers and the needs of small-scale producers, the Regulations provide also ample possibilities to adapt the technical requirements of the food hygiene package in function of the nature of the food business concerned. In particular, these appropriate flexibility provisions have been tailored to make the sale of foods produced locally by traditional methods of production easier.

From a global point of view, the Hygiene Regulations:

- offer the possibilities to grant:
  - **derogations/exemptions** from certain requirements laid down in Annexes,
  - **adaptations** of certain requirements laid down in Annexes,
- **exclude** some activities from the scope of the Hygiene Package.

When making use of these flexibility provisions, the Member States have in general to adopt national measures. The leading principles for implementing flexibility provisions are subsidiarity and transparency:

- based on the principle of subsidiarity, the Member States are the best placed to find solutions to local situations without compromising the objective of food safety;
- based on the transparency principle and in view of ensuring an effective functioning of the single market, the national measures proposed to make use of the flexibility provisions must be notified to the Commission and to the other Member States at the stage of a draft in order to inform them and give them the possibility to comment on the draft legislation which after adoption becomes applicable.

In the Commission report to the Council and the European Parliament which was published in 2009, it is pointed out that the Member States and private stakeholders were in general very satisfied with the flexibility provided for in the hygiene package, which is considered as well designed to give appropriate responses to local problems. However, based on the few notifications of national measures received so far and criticisms emanating from certain food businesses, competent authorities in Member States may not have availed of all flexibility possibilities offered in the legislation.

As a first attempt to help the Member States to be more aware of flexibility provisions, the Commission in collaboration with Member States has issued two specific guidance documents on this topic[13]. The objective of such documents is to serve as a basis for a better understanding of some of the provisions for flexibility provided in the Hygiene Regulations and lead to a better use of these provisions by food business operators and competent authorities of Member States.

Regular review of the situation is carried out, in particular through Directorate SANTE F audit missions. Although progress was noted during these missions, difficulties still

[13] http://ec.europa.eu/food/safety/biosafety/food_hygiene_en

persist in some food sectors. In 2009-10, fact findings missions were carried out by Directorate F regarding the application of the hygiene Regulations in small establishments producing meat and meat products of mammals and dairy products. A general report was published in 2010 confirming the difficulties in the application of flexibility provisions[14].

It was therefore agreed that information and training can be strategic tools to help Member States to develop further understanding and use of flexibility provisions contained in the hygiene Regulations.

Technical Content

The contractor will organise and implement **12 five-day training courses** covering relevant aspects applicable to the scope of the flexibility provisions offered by the hygiene regulations and to controls to be carried out to verify compliance with the arrangements and procedures put in place by food operators according to such provisions.

The training aims at raising awareness and at improving the understanding of the flexibility provisions within the competent authorities of the Member States, ensuring a better use of such provisions, disseminating best practices for official controls regarding flexibility provisions in all food sectors and favouring exchange of experience in order to increase the level of expertise and harmonisation in the approach to flexibility at all stages of production, processing and distribution of the food chain.

The training is addressed both to officials from Competent Authorities involved in planning and control activities (preferably at headquarters' level), and field inspectors involved in control activities on food hygiene.

The courses will be held in three or more distinct locations, to be chosen by the Contractor, geographically equally distributed among the different EU Member States.

The topics addressed in the workshops will include but are not necessarily limited to:

- Flexibility through the Hygiene Regulations: general overview and concept (legal bases and guidance documents);
- Activities excluded from the scope of the hygiene Regulation, including practical examples;
- Scope and practical examples of flexibility with regard to the implementation of procedures based on the HACCP principles;
- Scope and practical examples of flexibility measures to enable the continued use of traditional methods at any of the stages of production, processing or distribution of food;
- Scope and practical examples of flexibility measures to accommodate the needs of food businesses situated in regions that are subject to special geographic constraints;
- Scope and practical examples of flexibility provisions pursuant to Article 7 of Regulation (EC) nº 2074/2005 for food operators producing food products with traditional characteristics;
- Scope and practical examples of flexibility with regard to the implementation of Regulation (EC) nº 2073/2005;

[14] http://ec.europa.eu/food/fvo/specialreports/rep_details_en.cfm?rep_id=15

- Assessment of the implementation of flexibility provisions by competent authorities taking into account the possible use of guides to good practice and implications for official controls;
- National measures and notification process;
- Exchange of views and experience about the approach to flexibility in each country.

Format and content of the workshop will be designed by the Contractor in order to fully reach the objectives indicated above. Training will consist of **theoretical and practical balanced sessions**. Discussion sessions should be organised as appropriate for exchange of views and feedback from participants. The courses may be designed in the following way: five full day sessions. The Commission will have the final say on the proposed format and content as well as on the timing of the workshop.

Practical activities, such as simulations, case studies, group exercises based on concrete and practical examples should be also included. Each item should consist of a lecture/presentation supported by case studies. Time should be reserved for a questions/discussion session. The training should include at least two field visits to establishments benefitting from the flexibility provisions. The location(s) of courses shall be chosen so as to ensure that such field trips do not entail long journeys).

During the first phase the attendance should be approximately 30 people for each training session (12 sessions in total) with an expected global number of 360 participants for the whole training programme. The same training programme must be implemented during the second phase of the contract.

The courses will be offered first to participants from Member States and other countries according to the following instructions:

- a maximum of 15 officials from respectively Germany, United Kingdom, France, Italy, Spain, Poland;
- a maximum of 10 officials from each of the other EU Member States, candidate countries (Albania, the former Yugoslav Republic of Macedonia, Montenegro, Serbia and Turkey) and potential candidate countries (Bosnia-Herzegovina and Kosovo).

The global participation from Member States and candidate countries will not exceed 345 participants.

The other 15 places will be assigned to participants from EFTA/EEA countries.

The above listed non-EU countries should be considered as indicative for the purpose of this tender. The selected non-EU countries will be indicated by the Commission/CHAFEA at a later stage, taking into account the budgetary constraints and other strategic priorities.

Travel and accommodation costs for any other participants (Commission, EFSA and CHAFEA staff, industry associations, relevant stakeholders and other invited non-EU countries or non-EU country organisations) are at their own expense.

3.1.3. The overall indicative timeframe for each phase is the following:

MONTH / DAYS AFTER SIGNATURE OF THE CONTRACT	ACTIVITY
30 working days	Kick-off meeting: where the training programme is presented in detail together with the draft list for the tutors' team. Draft programme shall be sent 5 working days before the scheduled kick-off meeting. The contractor shall prepare the minutes of the kick-off meeting.
60 working days	Submission of the First Interim Report with the time schedule for all activities, including all draft presentations, the training documentations i.e. communication tools, promotional and educational material and the first draft of the syllabus.
M 4	Start of the trainings.
M 12	Submission of the Second Interim Report with the evaluation of the trainings (including a pedagogical review).
M 17-18	Submission of the Third Interim Report with the evaluation of the trainings.
M 22	Submission of the Hand-Over Plan
M 23	Submission of the draft Final Report and draft final syllabus. Comments of the Contracting Authority.
M 24	Submission of the Final Technical Report with the evaluation of the trainings, final syllabus and all other used training material and presentations.

A detailed timetable respecting the above timeframe should be provided in the tender.

3.1.4 Reports to be submitted

A. First phase

The work carried out by the Contractor under the contract will be the subject of the following reports, which must be sent to the Contracting Authority by the Contractor both in

hard copy and electronic format. Regarding the content and format of the reports, the latest version of the BTSF Operational Guidelines[15] shall be consulted.

All reports should have numbered points and pages and a clear identification, including:

- the contract number (not the call for tenders number);
- the acronym;
- the version number;
- the status (draft, revision or final);
- the date.

This identification has to appear on the cover page and also in the header or in the footer.

All reports shall give information as detailed below on each of them.

- **First Interim Report**: has to be submitted in two hard copies and in electronic format (Word document and readable PDF) in English.

  The first Interim Report will describe the detailed programme and format of work related to the training activities to be organised and implemented during the duration specified in the contract.

  The first Interim Report will give the evidence of the expertise which has been brought together by the Contractor in order to achieve the implementation of the training activity.

  The first Interim Report will include a first draft of the presentations and the first draft of the **syllabus** to be submitted by the contractor on the subject to be covered. This syllabus will represent 25 pages in a format which can be used for a preparation of a training brochure, booklets, etc. The content of the draft syllabus will include the structure of the training course in terms of presentations to be given in order to guarantee the technical coverage request from the technical specification. This document will reflect the approach to be taken by the control officials when performing their activity on the field.

  The first Interim Report will also include the actual state of play before the start of the first activity.

  The first Interim Report shall be sent to the Contracting Authority within 60 working days from the date of signature of the contract and not later than **30 working days** after the kick-off meeting. This document shall include information on the organisational aspects of the trainings *inter alia*, the proposed locations, timing and calendar of all training activities, the CVs of the proposed tutors and speakers, the relevant technical and practical arrangements, and the distribution of participants according to the provisions in the tender specifications, as communicated by the Contracting Authority.

  The first Interim Report will be subject to acceptance and technical approval by the Contracting Authority. When approved it serves as reference technical schedule for all the activities indicated in the contract. Changes can be done only by written request from the Contractor or DG SANTE and approval from the Contracting Authority. Any other

[15] http://ec.europa.eu/chafea/food/guidelines.html

change will be considered as none agreed and might be a subject to recovery of the certain amount of the price.

The first Interim Report must be sent to the Contracting Authority not later than 60 days after the signature of the contract.

- **Second and third Interim Reports**: to be submitted in two hard copies and in electronic format (Word document and readable PDF), in English.

The Interim Reports will describe the work carried out and the results obtained during the covered period, the duration of which is specified above, and will include in particular:

- general information on the development of the activity:
    - the effects, if any, of the results obtained on the overall work implemented under the contract, in relation to the period in question;
    - clear information on the number of sessions held, the number of participants trained and the total participation to the training activities (signed lists of presence, recapitulative table in Word and/or Excel, etc.);
    - evaluation statements of the participants;
    - conclusions based upon the courses and presentations provided;
    - possible feedback and comments from the tutors, participants and the Commission or Chafea visitors;
    - explanation of possible deviations as detailed above under 3.1.1;
    - the syllabus implemented with the outcome of the training activities, in particular questions and answers;
    - the numbers and other relevant data regarding the volume of the participants, the sessions held and, if requested in good time before the reporting period by the Contracting Authority, other data or statistics relevant to the contract;
    - a summary of the preliminary results of participants' knowledge testing and of the questionnaires on changes in behaviour and dissemination;
    - Recorded training sessions in adequate format enabling CHAFEA to upload it to the CHAFEA website or Learning Management Tool.
- an overall assessment of the activity’s ability to meet the targeted objectives as well as the participants’ interests and requirements;
- strategies for future actions and information dissemination on relevant issues with the relevant countries, such as the use of e-learning tools. This point should also include a summary of problems in the application of current legal provisions, which may have been identified during discussions, and proposals for their adaptation.
- The Contractor is obliged to provide an independent pedagogical review together with the second interim report. This review shall address the appropriateness of the chosen pedagogical approach with regards to the targeted group and shall be based on in situ observations and on the assessment of one full training session. The review

shall be in the form of the evaluation of the didactical and pedagogical perspective on the appropriateness of the training methodology for adult education followed during a complete training session. Expert selection needs to be done in agreement with the Contracting Authority. The expert proposed and selected to perform the review of a complete training session during the implementation of the first phase of the contract has to be different from the expert selected to perform the review of a complete training session during the implementation of the second phase of the contract.

Interim reports must be sent to the Contracting Authority according to the timeline for the reporting periods and the payment requests indicated in the tender specifications.

- **Final Technical Report:** to be submitted in two hard copies and in electronic format (Word document and readable PDF), in English.

The Final Technical Report will describe all the work carried out and the results obtained. It will also contain a summary of the main results obtained as follows:

- clear information on the number of sessions held, the number of participants trained and the total participation to the training activities (signed lists of presence, recapitulative table in Word and/or Excel, etc.),
- evaluation statements of the participants throughout the contracting period,
- possible suggestions regarding the execution of the tasks,
- possible observation from the tutors, participants and the Commission or Chafea visitors,
- evaluation of the presented subjects, perception of the participants, their opinion about the subject chosen, relevance to their work, usefulness of workshops and further requests of the participants in regard of the training,
- a summary of the results of participants' knowledge testing and of the questionnaires on changes in behaviour and dissemination;
- all training materials, the tutors presentations, all other documents provided to the participants in electronic format (USB key, etc.) and any other developed educational or recorded material form the training sessions.
- the syllabus implemented with the outcome of the training activities, in particular questions and answers.

The draft "Final Technical Report" must be submitted to the Contracting Authority no later than 23 months after signature of the contract.

- **Additional Report** (applicable only in case of adaptations exceptionally requested under the contingency budget): to be submitted in 2 two hard copies and in electronic format (Word document and readable PDF), in English.

The Additional Report will describe the work carried out and the results obtained during the provision of the adaptation, and – depending on the service requested – includes in particular:

  - The executive summary,
  - Outputs of the training,
  - Technical content of the training,
  - Assessment of the training with the evaluation of the participants,
  - Documents used during the training,
  - Financial report,
  - List of tutors,
  - List of participants,
  - Technical summary of the training with all presentations and example of the material distributed,
  - Conclusions.

The Additional Report must be sent to the Contracting Authority within the deadline stated in the request.

Procedure for reporting:

All reports shall be submitted in accordance with the timeframes indicated in section 3.1.3. Draft reports will be uploaded under the Commission tool for the circulation of electronic documents called CIRCABC and the Contractor will inform Chafea when the upload is done. The Contracting Authority will then either inform the Contractor that it approves the draft report or will send him its comments within 20 days.

Within 20 days of receiving any such comments, the Contractor will send to the Contracting Authority a revised report, which will either take account of the comments or put forward alternative points of view. Revised draft reports will be uploaded under CIRCABC and the Contractor will inform the Contracting Authority when the upload is done.

In the absence of any comments from the Contracting Authority within 20 days of its receiving the revised report, the Contractor may request written acceptance of it.

The report will be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 30 days of its request.

The final versions of the reports will be uploaded by the Contractor under CIRCABC in a particular SPACE in the reporting point of the contract available for him under CIRCABC. This SPACE shall be called "Final versions of reports and presentations". This SPACE shall contain ONLY the final versions of the DELIVERABLES submitted by the Contractors and technically accepted by Chafea. This is valid for the Interim and Final reports.

B. Second phase

The reports to be submitted during the **second phase** (if initiated) of implementation will be identical to those of the first phase, unless indicated differently by the Contracting Authority within the notification send to the contractor in order to initiate the second phase. The starting date for the calculation of the deadline for submission of the due reports and the rest of the deliverables under the second phase of the implementation of the service contract will be the date indicated in the notification from the Contracting Authority to the Contractor for the decision on the initiation of the second phase (instead of the date of the contract signature that will be valid for the first phase of implementation).

3.2. Value of the contract

The maximum value of the contract for this service is EUR **2.400.000.**

The maximum value for the duration of the **first phase** is EUR **1.200.000** (including training prices for **360** participants, travel costs for the Contractor's staff for the meetings with the Contracting Authority and the Commission and contingency budget).

The same maximum value of EUR **1.200.000** (including training prices for **360** participants, travel costs for the Contractor's staff for the meetings with the Contracting Authority and the Commission and contingency budget), shall apply for the **second phase,** should the Contracting Authority request so and subject to budget availability. As indicated above, during the second phase the Contractor will have to implement for a second time all the necessary tasks for the provision of the same service with the exception of the preparation of the training materials since those prepared during the first phase are to be updated. Therefore, an **approximately 5% lower price is expected from the tenderers for this phase.**

This amounts to a total maximum value of EUR **2.400.000 for the whole duration of the tasks under the service contract.**

Offers exceeding the abovementioned maximum value will be rejected.

3.3. **Contingency**

In view of certain developments in the geopolitical situation and/or changes in the veterinary and phytosanitary fields or due to the evolvement of certain disease or community legislation, DG SANTE reserves the right to redefine the circumstances or the content of the courses and to request the adaptation of the programme of the training activity in question (i.e. to change one or more of the identified countries and/or to invite additional countries) taking into account the above mentioned calculations and the overall financial constraints.

Minor technical adaptations of the particular course may be required, (e.g. holding additional trainings due to the rapid and/or unforeseen changes in the conditions) in order to accommodate such specific and linked needs which can be only identified during the execution of the contract, or due to the rapid change of the veterinary or phytosanitary situation in a particular field or a geographical region, as defined above – and can be

therefore requested by the Contracting Authority from the contractor during the execution of the tasks.

Additional services may not be requested if the draft Final Report has already been submitted to the Contracting Authority.

In case the use of contingency is considered necessary, DG SANTE will communicate a request for technical adaptations to the Contracting Authority in a written note allowing the necessary time to ensure that the procurement rules and the provisions of the contract are respected.

After the assessment of the training programme and the execution phase, the Contracting Authority will formally communicate such a request for use of the contingency budget to the contractor. This request will indicate the maximum amount of the required adaptation.

To accommodate such request(s), the contractor is obliged to propose and include in its offer a **contingency budget. This budget must represent 2 % of the maximum value for each phase and must be indicated separately in the Financial offer (Annex V) for each phase of implementation of the contract.**

This contingency budget may be used only for the exceptional cases specified above. Nevertheless, the Contracting Authority is not obliged to use the contingency budget.

If the second phase is initiated, the necessary update of the training materials shall not be paid from the contingency budget, as this update shall be included in the price offered for the second phase.

In case of initiation of the second phase of implementation of the contract, unused contingency budget from the first phase shall remain available as contingency budget for the execution of the second phase and shall be merged with the budget foreseen under this point in the financial offer.

3.4. Duration of the tasks

Without prejudice to the time needed by the contracting authority to approve the final deliverables the total duration of the tasks is **48 months. The tasks** will be carried in two phases of 24 months each, **under the condition that after the first phase of the contract all the criteria for the initiation of the second phase set out in section 3.1 are fulfilled.**

This duration should be taken into account by the tenderer when preparing its offer.

3.5. Variants

N/A

3.6. Content, structure and graphic requirements of the deliverables

The Contractor must submit the deliverables as indicated in section 3.1.4. above.

3.6.1. Content

The contractor must ensure that the teaching materials, manuals and documentation needed for the training include on the first page of these materials the following disclaimer:

"The information and views set out in this [training material/presentation/etc.] are those of the author(s) and do not necessarily reflect the official opinion of the Commission/Executive Agency. Neither the Commission/Executive Agency nor any person acting on their behalf may be held responsible for the use which may be made of the information contained therein."

3.6.2. Graphic requirements

The contractor must deliver all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

4. EVALUATION OF TENDER(ER) S AND AWARD

The evaluation is based solely on the information provided in the submitted tender, after access to the market is verified. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in the tender specifications
- Evaluation of tenders on the basis of the award criteria.

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

The successful tenderer must pass all criteria in order to be awarded the contract.

4.1. Verification of non - exclusion and evidence

All tenderers must provide a declaration on honour (Annex IV), signed and dated by their authorised representative, stating that they are not in one of the situations of exclusion listed in the declaration on honour as part of the tender. Annex IV is part of the tender submission form and must be included in Envelope A (as part of the Administrative offer).

In case of a **joint tender**, each member of the group must provide a declaration on honour signed by its authorised representative, as exclusion criteria apply separately to each legal entity of the group.

In case of **subcontracting**, identified subcontractors whose share of the contract is above 10 % or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by their authorised representative. These declarations should also be included in the tender.

Upon request from the contracting authority, the successfully evaluated tenderer shall provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract, within a deadline set by the contracting authority. This requirement applies to each member of the group in case of joint tender and to identified subcontractors whose share of the contract is above 10% or whose capacity is necessary to fulfil the selection criteria.

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

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

A tenderer (or a member of the group in case of joint tender, or an identified subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge. In such a case the tenderer shall inform the contracting authority how the said document can be accessed from a national database.

4.2. Verification of selection criteria and evidence

The purpose of the selection criteria is to determine whether the tenderer has the capacity to implement the contract. Aspects of this capacity include the legal and regulatory capacity (where relevant), the economic and financial capacity and the technical and professional capacity. The compliance with the selection criteria is confirmed a priori, through the assessment of the declaration of honour on exclusion and selection criteria (Annex IV). They are explained below.

Each selection criterion consists of three elements: (i) the criterion itself, (ii) a minimum level/minimum requirement and (iii) the supporting documents. The selection criteria *are not scored* by the contracting authority. They are subject to a pass or fail assessment.

Selection criteria are applied to the tenderer as a whole including the members of a joint tender and subcontractors on which the tenderer may rely to fulfil some of the selection criteria.

4.2.1. Legal and Regulatory capacity

N/A

4.2.2. **Economic and Financial capacity**

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

The tenderers must demonstrate adequate levels of:

- turnover and/or other operating income
- liquidity: capable of covering its short-term commitments;
- solvency: capable of covering its medium and long-term commitments;

Criterion 1: The sum of turnover and/or other operating income for each of the last two closed financial years are above EUR 200.000, 00 EUR. This criterion applies to at least one tenderer in case of a joint tender.

Criterion 2: The indicators of liquidity and solvency have a result "acceptable" after their assessment as detailed below. This criterion applies to minimum one tenderer in case of a joint tender, provided that criterion 1 is met.

In case the tender includes subcontractors, criteria 1 and 2 will be evaluated for subcontractors only to the extent that subcontracting may allow the tenderer (s) to meet the above mentioned criteria.

The tenderer(s)' and identified subcontractors' (if necessary) liquidity and solvency ratios demonstrating its economic and financial capacity shall be calculated as follows:

Purpose	**Indicators**	**Ratios**
Liquidity	Current Ratio[16]	Current Assets / Trade and Other Debts
Solvency	Financial Autonomy Ratio[17]	Capital and Reserves / Total Liabilities

Thresholds

According to the results obtained for each of the abovementioned ratios, the following marks are given:

[16] For the last year for which accounts have been closed

[17] For the last year for which accounts have been closed

Purpose	Indicators	Weak	Acceptable
Liquidity	Current Ratio	i < 1,00	1,00 ≤ i
Solvency	Financial Autonomy Ratio	i < 0,20	0,20 ≤ i

A tenderer subject to the evaluation of its economic and financial capacity will be considered to have an insufficient economic and financial capacity when none of the criteria described above are met.

Evidence (upon request):

The successful tenderer shall be required to provide the evidence indicated below before the award decision by the contracting authority:

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

- Failing that, appropriate statements from banks;

If, for some reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified why the documents cannot be provided. In such case Chafea reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

In addition to the above, tenderers might be requested to complete a form with relevant information regarding their economic and financial capacity. The relevant template will be provided by the contracting authority before the adoption of the award decision.

The Contracting Authority reserves itself the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

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

4.2.3. *Technical and professional capacity criteria*

The technical and professional capacity of the tenderer shall be evaluated and verified in accordance with the following obligatory requirements and evidence elements. All relevant professional experience for the contract management refers to full time

employment and must have been acquired after obtaining the university/bachelor/secondary degree.

The team of the tenderer delivering the service should include members with the following profiles (in case of a joint tender the combined capacity of all members of the group and identified subcontractors must comply with the criteria listed below).

Requirements for contract management

Cri-teria	**Requirements**	**Evidence**
a.	**Project Manager:** relevant university degree, at least 10 years of relevant professional experience and proven record in organising training courses.	A copy of the Project Manager's university diploma, CV and a signed Statement of Availability and Exclusivity (cfr. Annex IX) are added to the tender.
b.	**Event Manager:** university degree (Bachelor of three years or more) and at least 2 years of relevant professional experience or a secondary degree and 5 years of relevant professional experience	The Event Manager's CV and a signed Statement of Availability and Exclusivity (cfr. Annex IX).are added to the tender.
c.	**Assistant Event Manager:** university degree (Bachelor of three years or more) or a secondary degree and 2 years of relevant professional experience.	The Assistant Event Manager's CV and a signed Statement of Availability and Exclusivity (cfr. Annex IX) are added to the tender.

Requirements for the tutors' team:

Unless otherwise stated in point 3.1.2. the team delivering the service must include, as a minimum, the following profiles:

Cri-teria	**Requirements**	Evidence
I.	**Training Coordinator:** relevant university degree and 7 years of relevant professional experience.	A copy of the Training Coordinator's university diploma, the Training Coordinator's CV and a signed Statement of Availability and Exclusivity (cfr. Annex IX) are added to the tender.

II.	1. **5 qualified and experienced tutors** with university degree and 5 years of relevant experience in the field. 2. The 5 tutors shall come from a minimum of three different EU countries to provide a broad-based international background. 3. The tutors will either be employees of the national Competent Authorities or will have professional experience in the professional domain in the private sector on national or international level. 4. The tutors shall have a good knowledge of English and of at least one other official language of the EU.	CVs of the tutors (indicating the tutors' nationality) and signed Statements of Availability and Exclusivity (cfr. Annex IX) are added to the tender.

The detailed Curriculum vitae (preferably in Europass format[18]) covering relevant educational and professional qualifications must specify: the diplomas obtained, the languages spoken and the expertise and experience relevant to the subject matter of the present invitation to tender..

Submission of information and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors, whose share of the contract is above 10% or subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour mentioned above signed and dated by their authorised representative, stating that they fulfil the selection criteria applicable to them individually For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

This declaration is part of the declaration used for exclusion criteria (Annex IV); therefore only one declaration covering both aspects should be provided by each concerned entity.

Before the award decision the successfully evaluated tenderers will be required to provide the evidence mentioned above within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria and those subcontractors whose share of the contract is above 10%.

[18] http://europass.cedefop.europa.eu/documents/curriculum-vitae

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

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

4.3. Quality Award Criteria

Award criteria are only related to the tender. They seek to evaluate the most important aspects required with the technical specifications defined under section 3. The criteria include minimum thresholds that each tender should score per criterion and in total in order to be considered acceptable.

The contract will be awarded based on the most economically advantageous offer, according to the 'best price-quality ratio' award method. The maximum total quality score is 100 points.

The quality of the tender will be evaluated based on the following criteria

Technical evaluation criteria:

N°	Award criterion	Points	Detailed information to be provided in the technical proposal
	The description of the objectives of the training and the tasks to be performed, including the organisation of the tasks to be carried out in order to achieve the objectives	**Maximum 30** **(minimum18 points required)**	• Description of the objectives of the proposed training and goals to be reached • Description of the tasks of the tenderer (member(s) of group of economic operators (in case of joint tender), subcontractor(s) (if applicable), involved in the training; • Description of the organisation of the work in order to provide the requested service, e.g. selection of the participants, liaison with contact points, training, transporting, lodging, reporting, data analysis, etc. • Logical structure of the descriptions of the subjects covered included in the tender,

N°	Award criterion	Points	Detailed information to be provided in the technical proposal
			method used, etc.
2.	**Quality and coherence of the proposed methodology**	**Maximum 30 (minimum 18 points required)**	• Mixture of methodologies used to train participants, including interactive learning possibilities and education tools (appropriate teaching methods, balance of different methods and techniques technical materials and presenting methods or equipment used to pass the subject, etc.) • Quality and appropriateness of the means and method proposed to test the understanding of the covered subjects by the group of trained participants, at the beginning and at the end of the training activities • Quality of the strategy to promote the uniformity and quality of control practices (National practices in relation to EU rules expressed as examples pointing out the similarities and compatibilities) • Quality of the strategy to promote interpersonal relations (e.g. number of the participants in break-out groups, teamwork during the training, amount of the possibilities to exchange personal views, to engage in the discussion, to present examples and possible solutions for particular issues or challenges)

N°	Award criterion	Points	Detailed information to be provided in the technical proposal
3.	**Technical merit**	**Maximum 30 (minimum 18 points required)**	Composition and structure of the offered tutors' panel in terms of their technical knowledge and expertise, pedagogical skills and experience in providing training courses to the topic of the call. Ability to replace a tutor in case of need (emergency reasons) to continue with the training without disruption • Quality of the technical/professional offer and explanation of the principles used to reach the requested technical coverage of the training subjects • Technical viability of the proposed training locations – equipment of the training rooms, laboratories, or other proposed facilities in relation to the subject covered in the offer
4.	**Quality of the logistical arrangements and the administrative support**	**Maximum 10 (minimum 6 points required)**	• Geographical viability of the training locations offered in relation to the subjects covered in the offer, as well as the accessibility of the venue from different Member States, such as the availability of the transport means etc. • Description of a quality assurance system in place to ensure the performance of the contract. • Description of emergency measures in case of the unforeseen event or rapid change of the situation.
	Total points (technical value of the tender)	**100**	

If the tender scores less than 60 in the total points or less than the required points awarded for criteria 1, 2, 3 and 4, it will be excluded from the rest of the evaluation procedure.

4.4. Price and Award Method

Prices must be presented using the standard format announced with the tender specifications that should be included in Envelope C. Tenderers are required to use Annex V to submit their financial offer. Every offer that successfully passes the evaluation of the quality award criteria will be assessed on the price offered.

Prices must be presented using the standard format announced with the tender specifications that should be included in Envelope C. Tenderers are required to use Annex V to present their financial offer.

Every offer that successfully passes the evaluation of the award criteria will be assessed on the price offered.

The tenderers must propose a total price which includes **a fixed price for training activities:**

- **A1: for the implementation of the first phase of the service contract.** This price shall include all the costs pertaining to the provision of the requested service (trainings); it will, indicatively, include the staff costs and all staff travel costs (according to section 3.1.1 and 3.1.2 of the tender specifications), the preparation of training materials, the costs for (external) trainers, travel and accommodation for the trainees and tutors, catering, training venues, social events, etc… and the costs of the audit certificate to be enclosed to the request for the balance payment.
- **A2: for the implementation of the second phase of the service contract.** This price will include all the costs pertaining to the provision of the requested service (trainings); it will include all the costs required for the implementation of the first phase of the service contract **with the exception of the preparation of the training materials since only their update will be necessary during the execution of the second phase**.

As explained in the Technical Specifications section above (section 3.1.1), a contingency budget will be calculated for each phase as follows:

- the first one **(B1)** will equal to 2% of the maximum value for the first phase; and
- the second one **(B2)** will equal to 2% of the maximum value for the second phase.

It is noted that the amounts corresponding to the 2% are part of the maximum amount of each phase; these amounts must be also separately indicated in the financial offer.

The font of the box including the amounts for the grand totals of phase 1 and phase 2 indicated in section 3.2. of the tender specifications and the characters of these amounts will turn into red in the financial offer form (annex V) if the respective maximum value is exceeded. As mentioned under section 3.2, offers exceeding the above indicated maximum value will be excluded from this procurement procedure.

The evaluation of the offers will be based on the total of the amount, including points A and B of Annex V (financial offer form).

The tenders will be ranked by applying the following formula:

S = 0.6 Q´+ 0.4 P´

Where S is the score of the offer

Q' is the relative quality score of the offer

P' is the relative price score of the offer

And

Q' = 100* Q/Q max

Where Q …… the total quality score of the offer

Q max is the highest quality score among all offers

And

P' = 100 * Pmin/P

Where P is the price of the offer

P min is the lowest price among all offers

Ranking of tenders

Only the tenders that have reached the technical quality thresholds announced for the award criteria will be subject to best price-quality assessment. In specific, tenders will be ranked according to the following formula:

The tender with the lowest price will be awarded 100 points. The other tenders will be awarded points on the basis of the following formula:

Points = (lowest price/price of the bid in question) x 100.

Evaluation of the best value for money tender

In order to determine the best value for money tender for the award of the contract, the quality/price ratio of **60 /40** will be applied in the following way:

The points awarded for technical quality multiplied by **0.6**.

The points awarded for the price multiplied by **0.4**.

The points for technical quality and those for price will then be added together, the tenderers will be ranked according to their total number of points and the contract will be awarded to the tenderer achieving the highest score.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

(a) are in an exclusion situation established in accordance with article 106 of the FR;

(b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;

(c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

This assessment will be carried out based on all the documents and information provided, if necessary (e.g. in case of doubt), the Executive Agency will ask the economic operator to submit observations on the issue.

The contract will be awarded to the tender offering the best value for money, on the basis of the ratio between the total points and the price.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

(a) are in an exclusion situation established in accordance with article 106 of the FR;

(b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;

(c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

This assessment will be carried out based on all the documents and information provided, if necessary (e.g. in case of doubt), the Executive Agency will ask the economic operator to submit observations on the issue.

5. ADMINISTRATIVE AND FINANCIAL PENALTIES

Without prejudice to the application of contractual penalties laid down in the contract, the contracting authority may impose regulatory administrative sanctions on tenderers including: exclusion from receiving Union funding for certain duration (Articles 105a to 108 FR) and financial penalties, as an alternative or in addition to a decision of exclusion depending on the cases (Article 106(13) FR). Administrative sanctions can be imposed

on economic operators who are in a specific situation of exclusion listed in Article 106(1) FR.

ANNEXES

- **Annex Ia**: Tender submission form - Statement
- **Annex Ib**: Power of attorney for members of joint tender
- **Annex Ic**: Letter of intent for subcontractors
- **Annex IIa**: Legal entity form for public entities
- **Annex IIb**: Legal entity form for private entities
- **Annex IIc**: Legal entity form for individuals
- **Annex III**: Financial identification form
- **Annex IV**: Declaration on honour on exclusion and selection
- **Annex V:** Financial offer form
- **Annex VI**: Draft contract and annexes
- **Annex VII**: Economic and financial capacity overview form,
- **Annex VIII**: Checklist,
- **Annex IX**: Statement of exclusivity and availability.

Please note that Annexes Ia, Ib, Ic, IIa, IIb, IIc, III, IV and VII are contained in one single document: "PDF Tender Submission Form".