



CEDEFOP

European Centre for the Development
of Vocational Training

Thessaloniki, 01/06/2010

RS/PRO/DELE/2010/307

OPEN INVITATION TO TENDER

AO/RES/AMC/LanguageCourses/007/10

“Provision of language courses for Cedefop staff”

Contract notice: 2010/S 103-155761 of 29/05/2010

Dear Sir/Madam,

We thank you for the interest you have shown in this tender.

The purpose of this tender and additional information necessary to present a tender can be found in the attached Tendering Specifications. You should note however the following important points concerning the submission of a tender and its implications.

1. Tenders should be submitted **preferably** in English, but in any case in one (or in any) of the official languages of the European Union (see point IV.3.6 of the contract notice).
2. Tenders may be submitted exclusively in one of the following ways:

(a) by post to be dispatched not later than **27/07/2010**, in which case the evidence shall be constituted by the date of dispatch, the postmark or the date of the deposit slip, to the following address:

**European Centre for the Development of Vocational Training (Cedefop),
Procurement Service
Attention of Mr G. Paraskevaïdis
PO Box 22 427
GR – 55102 Thessaloniki
Greece**

Important:

Tenderers shall inform Cedefop by e-mail (c4t-services@cedefop.europa.eu) or fax (+30 2310 490028)

✓ *that they have submitted an offer in time, and*

✓ *that they request Cedefop to confirm receipt of the e-mail or fax.*

Do not attach your offer to the confirmation e-mail or fax.

or

(b1) by courier service to be dispatched not later than **27/07/2010**, in which case the evidence shall be constituted by the date of dispatch, or the date of the deposit slip,

or

(b2) delivered by hand not later than **17h00** on **27/07/2010**, in which case a receipt must be obtained as proof of submission, signed and dated by the official in the above mentioned Service who took delivery,

to the following address:

**European Centre for the Development of Vocational Training (Cedefop),
Procurement Service
Attention of Mr G. Paraskevaïdis
Europe 123, GR-57001 Thessaloniki-Pylea
Greece
Tel: +30 2310 490111 / 490 064**

Please note that Cedefop is open from 09h00 to 17h00, Monday to Friday. It is closed on Saturday, Sunday and Cedefop holidays.

3. Tenders must be submitted strictly adhering to the following.

Tenders must be submitted in a sealed envelope itself enclosed within a second sealed envelope. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The **outer envelope**, addressed simply to Cedefop (address depending on the means of submission, see point 2 above), should only bear additionally **the name and address** of the sender.

The **inner envelope**, addressed to the Procurement Service as indicated under point 2 above, must bear a self-adhesive label with the indication **“Open Invitation to tender – Not to be opened by the internal mail service”** and all the necessary information, as shown below:

OPEN INVITATION TO TENDER CEDEFOP No: AO/RES/AMC/LanguageCourses/007/10 “Provision of language courses for Cedefop staff” Name of tenderer: NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE

The inner envelope must also contain three sealed envelopes, namely, Envelope A – “Supporting Documents”, Envelope B – “Technical Proposal” and Envelope C – “Financial Proposal”. The content of each of these three envelopes is described in point 6 of the attached tendering specifications.

4. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible so that there can be no doubt as to words and figures. **It is a mandatory requirement for the tenderer to include in the offer a cover letter, signed by the person/s that is/are authorised to sign the contract in case of contract award. The absence of this signed cover letter may lead to rejection of the offer.**
5. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specifications and in the draft contract and, where appropriate, waiver of the tenderer’s own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.
6. The opening of tenders will take place at Cedefop on **10.08.2010, 10h30 (local time)**. Each tenderer may be represented at the opening of tenders by one person. The name of the person attending the opening must be notified in writing by fax (Fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.europa.eu) at least two working days prior to the opening session.
7. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the tendering documents. Any request for additional information must be made in writing by fax (fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.europa.eu).

Requests for additional information/ clarification should be received by 15/07/2010. No such requests will be processed after that date.

- The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.

Any additional information, including that referred to above, will be published on Cedefop's website. Please ensure that you visit regularly the site for updates.

After the opening of tenders:

- If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.
8. All costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.
 9. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.
 10. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon signature of the contract with the successful tenderer.
 11. Tenderers are informed that for the purposes of safeguarding the financial interest of the Communities, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, upon request to Cedefop's Head of Finance and Procurement.
 12. Evaluating your tender and your possible subsequent replies to questions, in accordance with the specifications of the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such required personal data will be processed by Cedefop's Finance & Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the Community institutions and bodies and on the free movement of such data. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the Head of Finance & Procurement Service. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.
 13. All tenderers will be informed in writing of the results of this tender procedure.

Yours sincerely,

G. Paraskevaïdis
Head of Finance and Procurement

Attached: Tendering Specifications

OPEN INVITATION TO TENDER

AO/RES/AMC/LanguageCourses/007/10

“Provision of language courses for Cedefop staff”

Tendering Specifications

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Introduction to Cedefop

- 1) Founded in 1975 (1) and based in Greece since 1995, the European Centre for the Development of Vocational Training (Cedefop) is an agency of the European Union (EU) supporting European vocational education and training (VET) policy development. Its strategic objective for 2009-11 (2) is to ‘contribute to excellence in VET and strengthen European cooperation in developing, implementing and evaluating European VET policy’.
- 2) This strategic objective is supported by four priorities, namely:
 - (a) informing European VET policies;
 - (b) interpreting European trends in and challenges for skills, competences and learning;
 - (c) assessing VET’s benefits;
 - (d) raising the profile of VET.
- 3) Cedefop supports the European Commission, Member States (as well as the associated countries of Iceland and Norway) and social partners by:
 - (a) using its expertise, gathered through research, analysis and networking, to identify trends and challenges and propose ideas for VET policies;
 - (b) bringing together policy-makers, social partners, researchers and practitioners to share ideas and debate proposals on the best ways to tackle the challenges we face;
 - (c) encouraging European approaches, principles and tools to improve training and achieve common aims;
 - (d) raising awareness and understanding of how vocational education and training is evolving, and how it contributes to lifelong learning and other policies;
 - (e) disseminating information through websites, publications, networks, study visits, conferences and seminars.

Cedefop carries out its role through the tasks set out in its founding regulation. It disseminates information through its website, publications, networks, study visits, conferences and seminars.

- 4) Cedefop’s web portal www.cedefop.europa.eu includes news on training developments, information on vocational education and training systems in Europe, statistics and indicators, collaborative workspaces and a bibliographical database as well as information about Cedefop.
- 5) Information about Cedefop’s publications, many of which can be downloaded, can be found at the Cedefop bookshop at http://www.trainingvillage.gr/etv/Information_resources/Bookshop/list.asp Cedefop’s wide range of books covers themes such as vocational education and training policy, research, future skill needs, learning outcomes, European qualifications framework and the validation of informal and non-formal learning.

(¹) Council Regulation of 10 February 1975 establishing a European Centre for the Development of Vocational Training (Cedefop) EEC No 337/75, *Official Journal of the European Communities* L39, 13.2.1975 as last amended by Council Regulation EC No. 2051/2004.

(²) Cedefop, *Enhancing European cooperation in vocational education through evidence and expertise: continuity, focus and flexibility: Cedefop’s medium-term priorities 2009-11*.

1 Overview of this tender

1.1 Description and type of the contract

a) Title: Provision of language courses for Cedefop staff

b) Description of the object and purpose of the contract(s)

Cedefop intends to conclude framework contracts for the organisation and implementation of language courses for its staff. The general objective is to develop the language skills of staff to enable them to better perform their duties and to communicate more effectively. The target group is the staff members of Cedefop, who come from various countries and different linguistic backgrounds.

c) Type of contract: Framework service contracts

1.2 Place of delivery or performance

The tasks must be completed on the Cedefop premises in Thessaloniki.

1.3 Division into lots

This invitation to tender is divided into lots.

Lot 1: Provision of English language courses

Lot 2: Provision of French language courses

Lot 3: Provision of German language courses

Lot 4: Provision of Greek language courses

Lot 5: Provision of Italian language courses

Lot 6: Provision of Spanish language courses

Tenderers **may submit tenders for one or more lots**. Please note that in the case where you tender for more than one lot, a separate tender must be made for each lot. Each individual lot will be examined separately.

1.4 Variants

Tenderers **may not** offer variant solutions to what is requested in the technical specifications.

1.5 Value or quantity of purchase

The estimated volume (in hours) of all services per lot per year is as follows:

Lot 1: 400 h/year (English courses)

Lot 2: 300 h/year (French courses)

Lot 3: 250 h/year (German courses)

Lot 4: 550 h/year (Greek courses)

Lot 5: 200 h/year (Italian courses)

Lot 6: 200 h/year (Spanish courses)

1.6 Validity of tenders

Tenderers must maintain the validity of their tender for at least 6 months following the deadline of submission of tenders, i.e. **until 27/01/2011**.

1.7 Duration of the contract

The contract for each lot shall enter into force on the date of signature of the last contracting party, shall be valid for a period of one (1) year and may be automatically renewed up to three (3) times, each for an additional period of one (1) year, covering a total acquisition period of four (4) years (1+1+1+1).

1.8 Main terms of financing and payment

Payments will be made **within 30 days** of submission of invoices and under the conditions set out in the draft contract.

2 Technical specifications

2.1 Introduction

As a European organisation with a multicultural environment, language learning holds an important place in Cedefop. Language courses organised in-house serve to develop the language skills of staff to enable them to better perform their duties and to communicate more effectively. The target group is the staff members of Cedefop, who come from various countries and different linguistic backgrounds.

2.2 General Purpose

2.2.1 Description of levels per language

The course levels are described below. Please note that not all levels will necessarily be implemented. This will depend on Cedefop staff needs.

LOT	LANGUAGES	Possible LEVELS
Lot 1	Provision of English language courses	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 2	Provision of French language courses	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 3	Provision of German language courses	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 4	Provision of Greek language courses	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 5	Provision of Italian language courses	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 6	Provision of Spanish language courses	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection

2.2.2 How language courses are organised in Cedefop

The range of courses on offer includes basic courses of a general nature and specialised courses. Intensive courses and individual courses are held as required.

General, basic language courses are split into different levels from level 1 for beginners to level 6, designed to enable participants to acquire knowledge of the main skills they need for their work (written and oral comprehension and expression).

The duration of these courses is normally 72 hours per year, with either two one-hour lessons or one two-hour lesson per week over a total of 36 weeks.

Specialised courses designed to study certain specific aspects of a language in greater depth, such as report writing, taking notes and minutes, drafting letters and memos, speaking on the phone, analysing/summarising texts, etc. are held as required.

The duration of these courses is normally 20 hours each, with either two one-hour lessons or one two-hour lesson per week over a total of 10 weeks.

Intensive courses both for general language skills and specialised topics each lasting 20 hours are held as required.

Individual courses are also occasionally offered by Cedefop at a rate tailor-made to the individual.

Tuition for knowledge of a third language: Cedefop staff are required to provide evidence of knowledge of a third EU language for a first promotion. Group or individual classes to bring staff up to the level required and to prepare them for examinations are held as required.

2.2.3 Number of students

In principle and with exceptions, the number of students on each course may not be less than two (2) nor more than ten (10).

2.2.4 Premises and equipment

The language classes take place on Cedefop's premises. A training room with the following technical/teaching equipment will be available: television with video/DVD, tape recorder and/or CD player, whiteboard.

2.3 Description of the tasks

2.3.1 Planning

The successful contractor(s) will work in close cooperation with the Training Coordinator of Cedefop. Training courses likely to be requested in the medium term will be announced well in advance, so that courses can be properly planned.

The teaching methods to be used by the instructor(s) must be proposed and discussed with the Training Coordinator. They should be suited to the students' profiles. Content and examples should reflect the working and living reality of Cedefop staff.

New teaching projects suited to the language requirements of Cedefop must be developed as required.

2.3.2 Delivery of the courses

The successful contractor(s) will be asked to deliver courses as described in 2.2.1 and 2.2.2 above.

The number, type and levels of courses to be organised per language will be based on the needs of Cedefop staff.

The services to be provided by the contractor will include the following:

Preparing, delivering and following up the course (a course being one language at one level), where applicable from the placement test at the outset to recognition of the results at the end

For each course, the service-provider will be required to write a course description which must be kept permanently up-to-date. This description should indicate:

- the objectives of the course (in terms of skills to be acquired) and the subjects introduced;
- the course programme;
- the learning methods and materials used;
- the method for evaluating students.

Additional tasks for which the service-provider is responsible

The service-provider will have to perform certain tasks so that students can be monitored in a relevant manner.

This includes:

- recording the presence or absence (with reasons) of each student on monthly attendance sheets to be submitted to Training Coordinator;
- executing written and oral placement tests to determine the level of students;
- further tests to monitor progress.

As far as possible, the same instructor should be used throughout the period covered by a given order. If an instructor is unable to perform his or her duties, the Training Coordinator should be informed without delay and the instructor replaced by another instructor of equivalent level and experience.

Prior approval of new instructors by Cedefop is required. The approval will be based on examination of a curriculum vitae and the copies of educational and professional qualifications.

2.3.3 Quality control

The service provider will propose how the quality of the courses will be monitored. This could be for example feedback questionnaires, statistics on student achievements and follow-up on evaluation results (see also item 2.4.1 reports below).

2.3.4 Teaching aids

The preparation of teaching aids and materials to accompany training courses (such as photocopies of course components, photocopies of extracts of newspapers, reviews or magazines, various publications, audio/video cassettes, CDs, DVDs, internet sites etc.) is the responsibility of the contractor.

The cost of these teaching aids must be included in the price indicated in table 1.

Course handbooks, exercise books available on the market and original works produced by the contractor and needed for a course will be ordered and paid for by Cedefop.

The contractor will be required to indemnify Cedefop in full and undertake to provide compensation in the event of any action, claim or proceeding brought against the contractor by a third party because the contractor has infringed intellectual property rights in performance of the framework contract(s), in particular in the use of teaching materials and aids in any form whatsoever.

2.3.5 Confidentiality

Language instructors may come into contact with confidential information during the course of their work. Contractors must therefore make clear to their instructors that they are bound by rules of confidentiality, as indicated in Article II.9.1 of the Draft Framework Contract, regarding all information received whether in oral or written form during the course of their activities.

2.4 Deliverables and timetable

2.4.1 Reports

Every 6 months, the contractor should submit a written report to the Training Coordinator of Cedefop. This report should describe the services provided during the period and the quality control.

These reports should be submitted within 60 days of the end of the semester and be produced entirely at the expense of the contractor.

2.4.2 Course schedule

With the exception of special arrangements, all classes are held on Cedefop's premises within the following time slots: from Monday to Thursday 8.00-10.00 hrs, 13.00-15.00 hrs and 16.30-18.30 hrs, and on Fridays 8.00-10.00 hrs and 13.00-16.00 hrs.

2.4.3 Cancellation of courses

Cedefop reserves the right to cancel any course at two (2) working days' notice before the beginning of the course, by email or fax.

3 Specific information concerning participation in this tender

Tenderers must meet the exclusion and selection criteria and have the legal position to allow them to participate in this tendering procedure.

In case any document(s) concerning exclusion (point 3.1) and selection criteria (point 3.2) is/are missing, the tender will automatically be rejected. Cedefop reserves the right to ask for additional clarification, if needed, only on documents presented within the tender. Missing documents will not at all be requested. Before sending, please therefore make sure that all requested documents are included.

3.1 Exclusion criteria

Participation in this tender is only open to tenderers who are in a position to subscribe in full to the declaration on exclusion criteria and absence of conflict of interest in Annex C. Therefore all tenderers, all consortium members (if any) and all subcontractors identified as per point 4.2, (if any) shall provide the self-declaration found in Annex C duly signed and dated.

In case of recommendation for contract award the tenderer shall be requested to provide the documentation indicated in point **(I)** of Annex C.

Cedefop reserves the right to check the situations described in points c) and f) of the declaration.

3.2 Selection criteria

The tenderers must submit evidence of their economic, financial, technical and professional capacity to perform the contract.

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

Economic & Financial capacity

Requirement

- The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

Proof of economic and financial capacity may in particular be furnished by **one or more** of the following documents:

- a statement of overall company (or consortium, if applicable) turnover supported by Audited Financial Statements including the Profit and Loss Account for the last three financial years for which accounts have been closed;

or

- published balance sheets or extracts from balance sheets for at least the last three financial years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established);

or

- a tax declaration for the last three financial years (for natural persons / freelancers).

In the case of a consortium (grouping) or subcontracting, each member of the consortium and all subcontractors (in line with points 4.1 or 4.2 below) must provide the required evidence for the economic and financial capacity.

In case tenderers are unable to furnish such documents they are required to provide justification for non provision.

Technical and professional capacity

Tenderers are required to prove that they have sufficient technical capacity to perform the contract.

Tenderers must demonstrate qualifications, knowledge, skills and the ability to perform the tasks outlined in the technical specifications. In particular, the tenderer must comply with the following requirements:

- Ability to deliver language courses similar to those described in this invitation to tender
- Ability to propose instructors possessing an outstanding knowledge of the language to be taught.

To that effect, the proposed language instructors must have:

- ✓ a university-level language qualification in the language to be taught;

or

a university-level qualification in any field taken in the language to be taught, plus a language teaching diploma;

- ✓ been resident for study or work purposes for at least 6 months in a State where the language to be taught is considered a native language;
- ✓ at least 3 years experience of language teaching to adults;
- ✓ a good knowledge of English to facilitate the training of lots 2-6 – Level B2 or above (see self assessment grid of European language levels of the [Common European Framework of Reference for Languages](http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en):
<http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>).

The following documents or information must be presented as evidence of compliance with the above criteria:

- a detailed profile, demonstrating the ability to provide services similar to those described in this invitation to tender plus a list of courses performed in the last three (3) years **similar in scope, size and nature to those required in this call for tender**, indicating the amounts, dates and target groups.

For the proposed language instructors:

- copies of educational and professional qualifications
- curriculum vitae (CV) with detailed information on language teaching experience and on periods of residence in States where the language to be taught is spoken
- evidence of good knowledge of English.

Tenderers must specify at least one reserve instructor whose CV must be included in the tender.

In the case of consortium or subcontracting, the consortium or the tenderer with all subcontractors together have to provide evidence of technical and professional capacity as a whole (see also 4.1 and/or 4.2 below).

3.3 Legal Position

Tenderers may choose between submitting a joint offer (see 4.1) as a Consortium / Grouping or introducing a bid as a single tenderer, in both cases with the possibility of having one or several subcontractors (see 4.2). Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed. To identify himself the tenderer must complete a Legal Entity Form found in Annex D which must be accompanied by all documents and information indicated in the form.

The Legal Entity Form should be completed and signed by the representative(s) of the tenderer (*who also sign(s) the cover letter as per point 4 of this invitation*) authorised to sign contracts with third parties.

The Legal Entity Form should not be signed by sub-contractors (if any).

4 Additional information concerning participation to this tender

Participation in tendering procedures is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens. Pursuant to Article 106 of the Financial Regulation the participation is also open to all natural and legal persons in any non-EU country which has an agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

A natural or legal person can take part (as an individual tenderer or as member of a consortium submitting a tender) in only one tender. In the opposite case all tenders in which that person has participated may be excluded from the evaluation.

4.1 Joint Offers/ Groupings (Consortia)

Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.

Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the framework contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.

If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.

Grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.

Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member of the group.

Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.

The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex G) authorising this company or person to submit a tender on behalf of the grouping (consortium). For groupings not having formed a common legal entity, Annex G, model 1 should be used and separate legal entity forms (see point 3.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex G, model 2 and one legal entity form (see point 3.3 and Annex D) should be completed and signed only by the single representative of the consortium.

The contract will have to be signed by all members of the group (consortium). If the members of the group (consortium) so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (Annex G) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards Cedefop for the performance of the contract as a whole.

4.2 Subcontracting/Subcontractors

Subcontracting is defined as the situation where a contract has been or is to be established between Cedefop and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other entities for performing part of the service. If awarded, the contract will be signed by the selected Tenderer (the Contractor), who will be vis-à-vis Cedefop the only contracting party responsible for the performance of this contract. Cedefop has no direct legal commitment with the subcontractor(s).

The contractor retains full liability towards Cedefop for performance of the contract as a whole. Cedefop will treat all contractual matters (e.g. payments) with the contractor, whether or not some tasks are performed by a subcontractor. Under no circumstances can the contractor avoid liability towards Cedefop on the grounds that the subcontractor is at fault.

Any subcontracting/subcontractor must be approved by Cedefop, either by accepting the bidder's tender, or, if proposed by the Contractor after contract signature, in writing by an exchange of letters. In the latter case subcontracting/subcontractor will be accepted only if it is judged necessary and does not lead to distortion of competition.

The tenderer must clearly indicate in his offer which parts of the work and what percentage (of the work by value) will be sub-contracted (if any). The tenderers should submit duly filled-in and signed the Form in Annex H (Model of Letter of Intent for Subcontractor/s).

If the subcontractors cannot already be clearly identified by the Tenderer, then he should at least clearly identify a list of potential subcontractors in the bid. Additionally the tenderer should specify:

- the identity of those subcontractors only undertaking between 10% and 40% of the work by value,
- the identity of all subcontractors if the total sub-contracting is above 40% of the work by value. In this case each and every sub-contractor, independently of his contribution to the work by value, must be identified.

For each subcontractor, identified as per the above two bullets, the tenderer must:

- provide a document stating clearly the identity, roles, activities and responsibilities of subcontractor(s);
- provide a Letter of Intent signed by the subcontractor stating his unambiguous undertaking to collaborate with the tenderer if the latter wins the contract and the extent of the resources that he will put at the tenderer /contractor's disposal for the performance of the contract;
- provide the required evidence for the capacity of the subcontractor(s) in regards to the exclusion and selection criteria.

N.B. The subcontractor(s) (if any) have to provide the documents to prove their capacity only for the parts of the contract that are relevant to them. The evidence provided will be checked to ensure that the tenderer with the sub-contractor(s) altogether fulfil the criteria.

Where no sub-contractor is given (meaning that possible individual sub-contracting is below 10% by value), the work will be assumed to be carried out directly by the tenderer (single tenderer or group of tenderers (consortium)).

5 Award of the contract

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contract shall be awarded to the tenderer submitting the tender that offers the best-value-for-money (best quality-price ratio) on a 60/40 basis, i.e. (a)/(b) where

(a) Methodology-Quality (60%) – see point 5.1 and point 5.2

(b) Financial offer (40%) – see point 5.4.

5.1 Technical evaluation

The following technical award criteria will be applied to this tendering procedure:

- Award criteria 1 – Quality of the proposal for a language course at advanced level (overall clarity of proposal, learning objectives, course content, teaching methods, quality control **(50 points)**);
- Award criteria 2 – Quality and relevance of teaching materials **(20 points)**;
- Award criteria 3 – Quality of the assessment of likely difficulties in delivering the courses and proposed solutions **(15 points)**;
- Award criteria 4 - Quality assurance for the present contract. Quality of the measures foreseen by the contractor to ensure continuous availability of appropriate instructors **(15 points)**;

Tenders scoring less than **65 (of a maximum of 100) points** against the technical criteria, will not be considered acceptable and will therefore not have their financial proposal evaluated.

5.2 Technical proposal

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the technical specifications. In order to allow evaluation of the tenderer's offer on the basis of the technical award criteria specified above, the tenderer must provide the following documents and/or information :

For award criterion 1: Proposal for a customised course for Cedefop staff at advanced level. The course should be a reflection of the course you intend to provide to Cedefop if awarded the tender. The proposal should take into account the different learning objectives of the students – general language proficiency, improved oral communication, examination preparation and work related needs.

The proposal for an advanced level course should be structured as follows (max 4 pages):

- learning objectives
- course content
- teaching methods
- quality control

For award criterion 2: Samples of teaching aids and material to be used for courses of all levels (see 2.2.1 for levels);

For award criterion 3: Assessment of the likely difficulties in delivering the courses described in 2.2.1 and 2.2.2 above, and proposed actions;

For award criterion 4: Description of the measures foreseen by the contractor for quality assurance and to secure permanent availability of services.

5.3 Financial evaluation

Only tenders scoring **65 points or more (of a maximum of 100)** points against the technical award criteria will have their financial proposal evaluated.

The financial evaluation will be made on the basis of the **price per hour** offered in table 1 – Price schedule table (see point 5.4).

Offers with a price of less than 50% of the average price per Lot, that is, the price calculated from the sum of all financial offers per lot divided by the number of offers received per lot, **may be excluded as abnormally low**.

5.4 Financial proposal

The financial proposal should indicate the price per hour (1 hour = 60 minutes) for delivery of a language class as described in points 2.2.1 and 2.2.2 above, for a specific lot. **The price per hour should be valid for all courses for a specific lot, irrespective of the course type, level or size of the class.**

Table 1: Price schedule table

	Services	Price (Vat excluded)
	Price per hour (1 hour = 60 minutes) for delivery of a language class as described in points 2.2.1 and 2.2.2 above.	

VAT (for tenderers established in Greece only – see below): ... EUR.

Information concerning price

- The prices quoted must be fixed and not subject to revision for the first two years of the contract. From the beginning of the third year, price revision may take place in accordance with the provisions of Article I.3 of the model contract attached as Annex B.
- Prices must be quoted in euro and include all expenses. There will be no meeting and travel expenses reimbursement. The tender must include in the offer all possible expenses.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). **Such charges may not therefore be included in the calculation of the price quoted.** The VAT amount must be indicated separately (this applies only to tenderers established in Greece, because of the particular arrangement according to which Cedefop pays to the contractor the price of the financial offer plus the VAT amount and is later reimbursed for the VAT by the Greek State).
- Special provision for tenderers who are freelancers-liberal profession located in Greece: Upon payment, Cedefop shall deduct from the invoiced amount a 20% tax for liberal professions (which it delivers on an annual basis to the Greek State), and shall transfer the balance to the Contractor's bank account. **The price quoted must be the price before tax deduction, but excluding VAT, if any.**

6 Information on presentation and content of tender

It is extremely important that tenderers present their tender in the correct format and provide all documents necessary to enable the evaluation committee to assess their tender. Tenderers should fully respect the instructions indicated under points 2, 3 and 4 of this open invitation to tender.

In addition, below you will find details of the required documentation.

6.1. Envelope A - Supporting documents

One original and one copy of:

- a cover letter duly signed from the individual(s) entitled to sign the contract in case of contract award, as requested in point 4 of the invitation to tender;
- the exclusion criteria declaration as requested in point 3.1 and standard template found in Annex C
- the selection criteria documents as requested in point 3.2
- the legal entity form as requested in point 3.3 and found in Annex D
- the financial identification form as found in Annex E
- all relevant documentation concerning joint offers-groupings and subcontracting, if any, as requested in points 4.1, 4.2 and found in Annexes G and H
- the checklist found in Annex F

6.2. Envelope B – Technical proposal

One original signed unbound version and three bound copies of:

- the technical proposal providing all information requested in point 5.2.

6.3. Envelope C – Financial proposal

One original signed version and three copies of:

- the financial proposal containing all information requested in point 5.4.

ANNEX A

CONTRACT NOTICE

ANNEX B

DRAFT CONTRACT

ANNEX C

Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest

The undersigned.....[*name of the signatory of this form, to be completed*]:

- in his/her own name..... (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator*)
or
- representing..... (*if the economic operator is a legal person*)

official name in full (*only for legal person*):.....

official legal form (*only for legal person*):.....

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

f) is not the subject of administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of its obligation under contract covered by the budget.

In addition, the undersigned declares on their honour that:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) the information provided to Cedefop within the context of this invitation to tender is accurate, sincere and complete;
- l) in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above. Specifically:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under Article 134b in conjunction with Article 133a of the Commission Regulation (EC, Euratom) No 2342/2002 of 23/12/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, which may be applied by analogy by Cedefop if any of the declarations or information provided prove to be false.

Full name

Date

Signature

ANNEX D

LEGAL ENTITY FORM

(to be downloaded, depending on the nationality and legal status of the tenderer, from the following website)

http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX E

FINANCIAL IDENTIFICATION FORM

(to be downloaded, depending on the nationality of the tenderer, from the following website)

http://ec.europa.eu/comm/budget/execution/ftiers_en.htm

PLEASE NOTE:

Please indicate the BIC (Bank Identification Code) in the REMARKS box of the downloaded form.

ANNEX F

CHECK LIST OF MANDATORY DOCUMENTS

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be included as part of your offer.

Please Tick ✓ the boxes provided

<u>Mandatory</u> documents to be included as part of the tender	Reference paragraph	Included		If the document is not included, please provide an explanation for the reason
<u>Envelope 'A' must contain</u> one original and one copy of: - this checklist - duly signed cover letter		Yes	No	
- exclusion criteria declaration (If applicable, including those of consortia and subcontractors)	3.1, 4.1, 4.2 & Annex C	☐	☐	
- selection criteria documents (If applicable, including those of consortia and subcontractors)	3.2, 4.2	☐	☐	
- legal entity form	3.3 & Annex D	☐	☐	
- financial identification form	6.1 & Annex E	☐	☐	
- joint offers and/or subcontractors if applicable	Annexes G & H, points 4.1, 4.2			
<u>Envelope 'B' must contain</u> one original and three copies of:				
- the technical proposal	5.2	☐	☐	
<u>Envelope 'C' must contain</u> one original and three copies of:				
- the financial proposal	5.4	☐	☐	

You should also ensure that:

☐	your offer is formulated in one of the official languages of the European Union.
☐	both the technical and financial proposals of the offer are signed by you or your duly authorised agent.
☐	your offer is perfectly legible in order to rule out any ambiguity.
☐	your offer is submitted in accordance with the envelope system as detailed in the invitation to tender point 3.
☐	the outer envelope bears the information mentioned in the invitation to tender point 3.

ANNEX G

MODEL 1 - POWER OF ATTORNEY

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP (CONSORTIUM) AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

Signatory 1 (Name, Function, Company, Registered address, VAT Number)

Signatory 2 (Name, Function, Company, Registered address, VAT Number)

.....

Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

In case Cedefop awards the Framework Contract («the Contract») to Company 1, Company 2, ..., Company N («the Group Members»), based on the joint offer submitted by them on for the provision of services for ... («the Services»)

(1) As co-signatories of the Contract, all the Group (Consortium) Members:

(a) Shall be jointly and severally liable towards Cedefop for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as Group (Consortium) Leader. [N.B.: The Group Leader has to be one of the Group Members].

(3) Payments by Cedefop related to the Services shall be made through the Group (Consortium) Leader's bank account. [Provide details on bank, address, account number, etc.].

(4) The Group Members grant to the Group (Consortium) Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks:

(a) The Group (Consortium) Leader shall sign any contractual documents — including the Framework Contract, Order Forms and Amendments thereto — and issue any invoices related to the Services on behalf of the Group Members.

(b) The Group (Consortium) Leader shall act as single point of contact for Cedefop in connection with the Services to be provided under the Contract. He shall co-ordinate the provision of the Services by the Group (Consortium) Members to Cedefop, and shall see to a proper administration of the Contract.

For any modification to the present agreement / power of attorney Cedefop shall be expressly notified.

This agreement / power of attorney shall expire when all the contractual obligations of the Group (Consortium) Members towards Cedefop in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without Cedefop's consent.

Signed in on

Name, Function, Company

Name, Function, Company

Name, Function, Company

Name, Function, Company

MODEL 2 - POWER OF ATTORNEY

Agreement / Power of Attorney

(CREATING THE GROUP (Consortium) AS SEPARATE ENTITY, APPOINTING A GROUP/ CONSORTIUM MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

Signatory 1 (Name, Function, Company, Registered address, VAT Number)

Signatory 2 (Name, Function, Company, Registered address, VAT Number)

.....

Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

In case Cedefop awards the Framework Contract («the Contract») to Company 1, Company 2, ..., Company N («the Group Members»), based on the joint offer submitted by them on for the provision of services for ... («the Services»)

(1) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the Cedefop for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.

(2) To this effect, the Members have set up under the laws of the Group / Consortium..... . The Group has the legal form of a [Provide details on registration of the Group: VAT Number, Trade Register, etc.].

(3) Payments by Cedefop related to the Supplies or the Services shall be made through the Group's bank account. [Provide details on bank, address, account number, etc.].

(4) The Group / Consortium Members appoint Mr/Ms as Group / Consortium Manager.

(5) The Group / Consortium Members grant to the Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

(a) The Group / Consortium Manager shall sign any contractual documents — including the Framework Contract, Order Forms and Amendments thereto — and issue any invoices related to the Services on behalf of the Group / Consortium Members.

- (b) The Group / Consortium Manager shall act as single point of contact for Cedefop in connection with the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Services by the Group / Consortium Members to Cedefop, and shall see to a proper administration of the Contract.

For any modification to the present agreement / power of attorney Cedefop shall be expressly notified.

This agreement / power of attorney shall expire when all the contractual obligations of the Group / Consortium Members towards Cedefop in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without Cedefop's consent.

Signed in on

Name Function Company

Name Function Company

Name Function Company

Name Function Company

ANNEX H

Model of Letter of Intent for Subcontractor/s

The undersigned:
Name of the company/organisation:
Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to (name of the tenderer).

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular Article II.17 in relation with checks and audits.

Full name

Signature

Date

.....