



**Tender Specifications**  
**Framework service contract for the provision of language training to the**  
**European Environment Agency**

**Open Call for Tenders EEA/ADS/07/004**

**1. Background**

The European Environment Agency (EEA) is the leading Community body in the European Union dedicated to providing timely, targeted, relevant and reliable information to policy-making agents and the public, to support sustainable development and to help achieve significant and measurable improvements in Europe's environment.

The EEA employs approximately 164 staff members recruited from across Europe with as many as 26 different nationalities.

**2. Objectives, scope and duration of the contract**

The services under the framework contract to be awarded shall enhance overall language skills of EEA staff and enable them, in particular, to meet the required level of knowledge of a third language (level A2 of the Common European Framework (CEF) of reference for languages (see Annex 3) until 31 December 2008; level B2 CEF as from 1 January 2009).

Trainers implementing these services must be native in the language they teach and have the required level of professional experience as indicated in 5.2. As English is the common language within the EEA trainers must also be able to give relevant instructions in English.

Courses shall be offered at least (minimum) in the following seven languages: Danish, English, French, German, Italian, Spanish and Swedish. Courses in additional native languages spoken in EU Member States or candidate countries will be considered an asset – see 5.3.

With regard to the level of knowledge, it is required that for languages other than English, courses can be offered at all 6 CEF levels and in all 4 fields of competence, i.e., oral and written comprehension, oral and written expression.

The successful tenderer will be awarded a framework contract for a period of 48 months, starting from the date of signature. The services will be implemented through Order Forms depending on the EEA's demand. Based on the EEA's current level of activities the value of the contract is estimated at a total €600 000 over a period of

four years covering all services as lessons per language and tests, i.e., entry tests, certificates of attendance and other tests.

The courses should be conducted in the near proximity of the EEA which is located at Kongens Nytorv 6 and 28, 1050 Copenhagen K, Denmark. In some cases the company may be asked to conduct training on the premises of the EEA.

Reference is made to the terms and conditions of the draft framework service contract which forms part of the tender documents

### **3. Mandatory requirements concerning content, timing, etc.**

#### **3.1 English language courses**

The English courses the standard level of which must be advanced (levels C1, C2 CEF) shall include environmental terminology and are to be offered in two versions:

- Oral communication – speaking in public and giving presentations:

The objective is to develop participants' language resources and knowledge in order to give oral presentations more effectively, participate in meetings and negotiate in a professional context.

- Written communication – drafting and writing official documents and reports:

The objective is to give the participants skills to maximise the coherence, clarity, accuracy and effectiveness of their expression in written English.

#### **3.2 Other language courses**

For all other courses, all 6 CEF levels in all 4 fields of competencies, i.e., oral and written comprehension, oral and written expression could be requested.

#### **3.3 Timing of the courses**

The courses will be held once or twice a week on weekdays between 08.00-19:00 for 90 minutes at a time (equivalent to 2 lessons = 1 unit). Courses shall start twice a year in January (spring courses) and August (fall courses).

Unless otherwise agreed, the spring courses will run from week 2-28, i.e., 27 weeks (approx. 54 lessons = 27 units) and the fall courses will run from week 34-49, i.e., 16 weeks (approx. 32 lessons = 16 units). The first courses under the framework contract are foreseen to start in August 2007.

The contractor will at all times be obliged to guarantee continuity of services substituting teachers if longer absences occur, i.e., absences lasting more than 2 weeks.

Some flexibility is required from the contractor with regard to ad-hoc requests for intensive courses of two weeks duration including 5 x 5 lessons per week = 12,5 units, unless otherwise agreed.

### **3.4 Number of courses and participants**

Depending on the EEA's demand it is envisaged to arrange 5 Danish, 2 English, 4 French, 4 Spanish, 1 German, 1 Italian and 1 Swedish language courses (units) per week. The EEA reserves the right to add or cancel courses allowing the contractor two weeks' prior notification. The contractor shall base his price quotation on this scenario (see 5.3. b).

The maximum number of participants per course is 10, minimum 3, unless otherwise agreed.

### **3.5 Test and course material**

An entry level test shall be organized by the contractor for the language in question to ensure the correct level of course for each participant.

Upon completion of the course the participants shall receive a certificate of attendance with indication of level.

When needed, language tests including indication of levels for each of the 4 competencies, i.e., oral and written comprehension, oral and written expression, are to be conducted.

Other tests may be required to assess the level of any given staff member.

The course material (including book and audio/video material) is to be provided by the contractor.

### **3.6. Cancellation of lessons and monitoring of participation**

Lessons can be cancelled with 24-hours notice by the EEA and the contractor. The contractor will be responsible for informing the EEA Training coordinator of the following:

- the cancellation of lessons
- absence by providing monthly attendance lists
- alerts when the participation rate is low
- any changes which occur by providing updated overviews of classes including list of participants, name of teacher, room number, time and dates.

## **4. Prices**

Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Agency shall purchase on the

basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index EEAICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat Database <http://epp.eurostat.cec.eu.int/> (Theme 2 - Economy and Finance; Prices; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index 2005=100), COICOP - CP00).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left( 0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month in which the validity of the tender expires

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices

The European Environment Agency is exempt from all charges, taxes and dues, including value added tax pursuant to Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between the Agency and the Government of Denmark of 17 August 1995; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The prices tendered must be all-inclusive and expressed in euros, including for countries that are not part of the euro zone. For tenderers in countries that do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

**Prices must be quoted per language and unit (all-inclusive)** including, in particular, any administrative costs in relation to running the courses, all teaching and support material and all costs related to entry level and assessment tests.

The costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed. Travel time and costs incurred during the journey to the EEA offices are not reimbursed to the contractor.

## 5. Criteria

### 5.1 Exclusion Criteria

Candidates or tenderers shall be excluded from participation in a procurement procedure if:

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any

analogous situation arising from a similar procedure provided for in national legislation or regulation

(b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata* .

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

(d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed

(e) they have been the subject of a judgment 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 interest

(f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations

Tenderers must provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situation listed above (see Annex 1).

The tender to whom the contract will be awarded must provide evidence confirming the declaration referred to in the previous point.

The contracting authority shall accept as satisfactory the following evidence:

i) For points (a), (b) and (e) a recent extract from the judicial record, 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.

ii) For point (d) a recent certificate issued by the competent authority of the State concerned.

Where the document of certificate referred above is not issued in the country concerned and for other cases of exclusion, 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.

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

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

**5.2. Selection Criteria as indicated in Section III.2 (Conditions for participation) of the Contract notice**

**5.3 Award criteria**

The contract will be awarded to the most advantageous tender in terms of the following criteria (60:40)

**(a) Technical merit (60 points max.)**

Technical evaluation criteria in their order of importance as weighted:

- Methodology and proposed course plan including detailed proposals of how the course will be set up and structured and the teachers to be involved (30 points max.)
- Course and support material including entry level, administrative support and assessment tests (20 points max.)
- Courses in additional languages as indicated under 2. and level of resources to provide substitute teachers to guarantee continuity of service (10 points max.)

**(b) Price (40 points max.)<sup>1</sup>**

Tenders shall quote and will be evaluated on the basis of a **scenario** (see 3.4. above) including all-inclusive hourly rates as indicated in the following:

language	quantity (units)	price/unit (all-in)	subtotal
Danish	5		
English	2		
French	4		
Spanish	4		
German	1		
Italian	1		
Swedish	1		
<b>TOTAL</b>			

*All fields are compulsory, non-compliance will lead to exclusion.*

The Contract will be awarded to the technically compliant tender reaching the highest score  $\Sigma$  of **TM + P**.

<sup>1</sup> The score for the financial offer shall be calculated using the following formula (lowest financial offer / financial offer being considered) x 40.

## **6. Environmental considerations**

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The future contractor will, therefore, be requested to consider the EEA environmental management guidelines in the implementation of the contract, in particular, those relating to business travel/electronic means of communication, paper and energy consumption. Further information on the EMAS system can be found on the EEA homepage: <http://www.eea.europa.eu/documents/emas>.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.

## **7. Further information**

Submitting an offer implies acceptance by the tenderer of all terms and conditions of the draft contract and its Annexes.