

CALL FOR TENDERS
N° BEREC/2017/07/OT

**HR TECHNICAL ASSISTANCE AND LANGUAGE TRAINING
SERVICES**

TENDER SPECIFICATIONS

Riga, 31 October 2017

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1. General background

Brief overview of the Body of European Regulators for Electronic Communications (hereinafter referred to as “BEREC”) and the BEREC Office

BEREC and the BEREC Office were established by Regulation (EC) № 1211/2009 of the European Parliament and of the Council of 25 November 2009.

BEREC advises the European Commission and the National Regulatory Authorities (NRAs) with primary responsibility for overseeing the day-to-day operation of the markets for electronic communications networks and services, and assists the European Parliament and Council on issues related to the application of the EU regulatory framework for electronic communications.

BEREC, in particular, has to enhance fair competition and consistency of the regulation in the internal market for electronic communications by providing expert advice on market definitions, analysis and remedies, definition of trans-national markets, cross-border disputes, numbering issues and others. Despite its important role, BEREC has no legal personality.

Therefore, with the objective to provide administrative and professional support to BEREC, the legislator established the BEREC Office, which was set up as a body of the European Union (EU). The seat of the BEREC Office is in Riga, Latvia.

Composition and structure of the BEREC Office

The BEREC Office is managed by an Administrative Manager under the supervision of a Management Committee composed of the Heads of EU Members States’ NRAs who form the Board of Regulators and a representative of the European Commission.

2. Information on tendering

2.1. Objective

The objective of this open procurement procedure is the conclusion of framework service contracts in cascade for the provision of HR technical assistance and language training services for the BEREC Office.

Contract is divided in two (2) lots as follows:

- Lot 1 – HR technical assistance
- Lot 2 – Language trainings services

Tenderers may submit tenders for one or both lots. Tenderers wishing to apply for both lots must submit separate tenders for each lot.

2.2. Overview of the required services

Title	HR technical assistance and language training services
Procedure	Open
Expected Start	1st quarter 2018
Type of Contract	Framework Service Contract in cascade (three per lot)
Framework Type	Multiple framework contract in cascade
Number of envisaged contractors	Six (Maximum three per lot)
Duration	12 months, automatically renewable up to 3 times (maximum duration should not exceed 48 months)
Maximum expenditure over maximum duration of the contracts of 48 months	Lot 1:EUR 600 000 Lot 2:EUR 200 000
Possible increase:	By virtue of article 134(1)(e) and article 134(4) of the Rules of Application of the Financial Regulation, BEREC Office reserves the option to launch further negotiated procedures with the successful tenderers of the present call for tenders for new services consisting in the repetition of similar services during the three years following the signature of the original contracts. The increase will not go beyond 50% of the original value of each lot.
Main place of delivery	Riga, Latvia
Lots	This procedure is divided in 2 lots.
Variants	Not permitted
Consortia	Permitted but must be clearly described in the tender.
Subcontracting	Permitted. Subcontractors whose capacity is necessary to fulfil the selection criteria must be clearly identified in

| the tender.

2.3. Participation

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 third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. The Contracting Authority can therefore accept tenders from and sign contracts with tenderers from 36 countries, namely: the countries, which are parties to the Agreement on the European Economic Area (EEA) (the 28 EU Member States, Lichtenstein, Norway and Iceland) and 5 Stabilisation and Association Agreements (SAA) countries (FYROM, Albania, Montenegro, Serbia and Bosnia and Herzegovina, Kosovo).

This tender procedure is not open to tenderers from countries which have ratified the Multilateral Agreement on Government Procurement (GPA).

2.4. Contractual conditions

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

2.5. 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/EU¹.

2.6. 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 (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

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.

¹ 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).

2.7. Subcontracting

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify subcontractors whose capacity is necessary to fulfil the selection criteria.

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

2.8. Structure and content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 2.9)

Part B: Non-exclusion (see section 2.11)

Part C: Selection (see section 2.12)

Part D: Technical offer

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

Part E: 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). Travel and subsistence expenses are not refundable separately.

2.9. Identification of the tenderer

The tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and 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 powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that

are identified in the tender must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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.

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 should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial-id_en.cfm

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](#). This information is used for statistical purposes only.

2.10. Evaluation and award

The evaluation is based solely on the information provided in the submitted tenders. 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
- Evaluation of tenders on the basis of the award criteria

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

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

2.11. Verification of non-exclusion

All tenderers must provide a declaration on honour (see Annex I), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and 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.

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) 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 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.

2.12. Declaration and evidence relating to selection criteria

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex I), signed and dated by an 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 (see section 2.11) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

After contract award, the successful tenderer will be required to provide the evidence mentioned in the technical specifications before signature of the contract and 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.

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 case, 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 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.

2.13. Contract and organisational conditions

A framework contract ² is a legal agreement between two parties - in this case, BEREC Office and the contractor. It acts as the legal basis for the possible future purchase of services/supplies by the BEREC Office. The framework contract defines, amongst others, the scope of services/supplies that can be purchased, methodology for implementation, timing and fees to be respected by the contractor etc.

BEREC Office intends to sign multiple framework contracts with the successful tenderers (maximum three) per lot. The successful tenderers will be placed into a ranked list.

Execution of the framework contracts will be performed through specific contracts. In the case of multiple framework contracts the assignment and signature of specific contracts by the Agency shall be done using the cascading mechanism.

The draft framework contract can be consulted in Annex II (For Lot 1) and Annex III (For Lot 2)

2.13.1. The Cascading Mechanism

In general where more than one contractor is nominated, the following rules shall apply to requests for services.

1. For each case, the Agency shall determine the specifications of the services required (for the purpose of this subsection referred to as “project”) and the relevant response time. The contractor shall make its offer in response to the Agency’s specifications within this time limit.
2. When requesting services, the Agency shall initially address its request to the contractor who has been nominated in first place as a result of the evaluation of the call for tenders cited in the Contract. If this first contractor is in a position to meet the criteria for response time and specifications, then it shall be awarded the specific contract for the project in question.
3. If the first contractor is unable to meet these criteria, then it shall be regarded as being unable to provide the services requested. In this case, the Agency shall then address the same request to the contractor who has been nominated in the second place as a result of the evaluation of the call for tenders cited in the Contract. If this second contractor is in a position to meet the criteria for response time and specifications, then it shall be awarded the specific contract for the project in question.

² *Important Note: The framework contract itself is not an order for services or supplies and does not constitute a financial commitment.

4. This process will terminate either with the award of the project to one of the contractors who has been nominated or with the failure to award the project to any contractor. In the event of failure the Agency may redefine the project or start the procedure again on the same project at a later time.

The first contractor will always be consulted first. During the cascade mechanism the specifications may not change (e.g. profiles and/or technical annexes must remain the same).

2.13.2. Implementation of the framework contract

LOT 1 - HR technical assistance

The FWC is implemented as follows: BEREC Office orders services by sending the contractor detailed request of the service: indicating the requirements of the service to be delivered based on the requirements set in tender specifications. The request for the service will be sent to the contractor who is ranked first in cascade in paper form or by email.

Within 5 working days, the contractor must either: Send the specific offer back to the contracting authority signed and dated or send an explanation of why it cannot execute the order. If no offer is sent to the contracting authority with 5 working days or the contractor cannot deliver the service, BEREC Office will approach the next contractor in cascade.

After reception of the offer the contracting authority prepares specific contract to be signed by both parties.

Within 3 working days, the contractor must either send the specific contract back to the contracting authority signed and dated; or send an explanation of why it cannot sign the contract.

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

LOT 2 – Language training services

BEREC Office intends to issue individual and successive specific contracts over the period of validity of the framework contract and shall take the form of the document provided under Annex III.a (order form) to the draft framework contract (Annex 3 of these Tender Specifications). This format shall be used for the implementation of the framework contract.

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

2.13.3. Specific Contract Issuance

The ordering of services shall be based on:

- Lot 1: The workload and necessary resources of the BEREC Office HR field and the available resources
- Lot 2: The linguistic needs of BEREC Office staff members and the available resources.

In their offer the contractor shall submit an offer in response indicating as a minimum:

- Lot 1: Requested number of CVs of the proposed HR technical assistant, availability, start and/or other relevant dates for provision of services, minimum requirements for the required HR technical assistants, any other information as requested in the request for service e-mail.
- Lot 2: the CV or CVs of the proposed trainer/tester, start and/or other relevant dates for provision of services, any other information as requested in the request for service e-mail.

The period allowed for the execution of the tasks shall start to run on the date the BEREC Office signs the specific contract, unless a different date is indicated therein.

2.13.4. Payment

The contractor shall submit invoices to BEREC Office upon completion of the services delivered or according to a pre-defined payment schedule agreed with contractor during the ordering process.

As a minimum, invoices shall be submitted with the following supporting documents:

LOT 1: Copy of the HR technical assistant time sheet approved in advance by the BEREC Office responsible staff member, notes to the files (if any) regarding planned and unplanned absences, brief monthly report on the delivery of service. In case of changes of the HR technical assistants a detailed handover file approved by the BEREC Office before the departure of the assistant must be attached to the corresponding invoice.

LOT 2: Monthly course evaluation report and attendance report. At the end of each semester: Course evaluation form and summary of participant satisfaction with the course.

Unless specifically agreed in the Order Form/Specific Contract, the invoices shall identify all elements and be accompanied by the relevant supporting documents.

2.13.5. Handovers & Business Continuity

Where necessary, handover and business continuity strategies and solutions shall be defined between BEREC Office and the contractor(s) when such need arises at no additional costs to the BEREC Office.

2.13.6. Performance Indicators and Quality Performance Review

The quality performance review will be conducted along the implementation of the contract.

The deliverables will be primarily assessed by:

- Lot 1: Feedback on the delivered HR technical assistant services and tasks completed

- Lot 2: Participants to language services (for a continuous assessment of performance to be monitored mainly through course feedback) and by the BEREC Office staff in charge of HR (especially for the progresses of the programme and the conduct of the trainers). If the delivery is unsatisfactory (e.g. attendance drop-out, quality of tuition, availability of the trainers, etc.) appropriate improvement/corrective actions shall be proposed and implemented swiftly by the service provider.

BEREC Office will communicate to the contractor whenever the delivered services do not meet its quality expectations, upon which the contractor shall apply immediate corrective actions. The outcome of the corrective actions will be assessed within a reasonable time agreed between the contractual parties.

The recurrent non-compliance of the contractor documented in the context of the quality monitoring review may lead to termination of the framework contract or to activation of the cascade according to the principle of proportionality.

3. LOT 1 – HR technical support services

3.1. Technical specifications

3.1.1. Objective

Acquire an on-site HR technical support services, including the relevant additional administrative assistance related to the HR activities of the BEREC Office in order to fulfil the annual and multi annual targets and to meet requirements and the standards set by the BEREC Office Management Committee, in line with the expectations of the European Court of Auditors, the European Ombudsman and the Internal Audit Service.

3.1.2. Place of delivery of services

The services shall be provided on-site at the BEREC office premises.

In cases when an event or an activity is organized by the BEREC Office outside its headquarters (within or outside the host member state), the contractor may be required to supply services on a different location. In such cases, the BEREC Office shall cover the transport and accommodation costs for the service providers.

3.1.3. Work Schedule

In general, the services are to be provided daily, Monday to Friday from 09:00 to 18:00 (with an hour lunch break). However, the specific contract may provide for a different schedule.

If necessary, the contractor may also be requested to provide service on weekends or public holidays³. The BEREC Office will inform the Contractor in writing of such needs at least five working days in advance. The services provided during overtime hours, weekends or public holidays will be covered by the BEREC Office only where it is approved in advance by the

³ BEREC Office public holidays usually differ from the public holidays of the host member state.

BEREC Office that such extra services were required. No overtime will be paid without the proof of prior agreement by both parties.

The Contractor is responsible for any additional costs incurred such as national paid holidays, annual leave etc.

3.1.4. Scope of services to be provided

- The contractor shall provide on-site HR related technical support, including the relevant administrative assistance as requested by the BEREC Office in the form of full time equivalents (FTEs).
- HR technical assistant(s) should have as minimum: previous experience working in HR field, at least a B2 level of English and at least B2 level knowledge of another EU language. Additional knowledge of EU official languages at least of B1 level and previous experience in multinational companies and/or international organisation will be considered an asset.
- The requested FTEs shall support the HR activities of the BEREC Office from the moment of the signature of the service contract under the responsibility of the Head of the Administration and with the Supervision of the HR staff.
- The supporting activities may require specialised executive, ancillary, technical, secretarial and drafting tasks.
- The discretionary powers remain at BEREC Office level.

The HR services to be provided shall be limited to technical support and assistance in several areas, such as:

- Collection of documents, including storage and filing;
- Supporting the scheduling and organisation of selection procedures;
- Assistance in drafting correspondence with candidates and HR services of other EU bodies;
- Administrative processing of HR related requests to be transmitted to the appointing authority and/or to other EU bodies;
- Assistance in drafting replies to HR related requests received from the staff;
- Support in the organisation of Language courses, Integration Sessions, trainings, well-being and self-development activities and other HR related initiatives;
- Support in financial activities related to the selection procedures, including support in reimbursement of travel expenses for candidates;
- Support the processing of documents in the document management system of the BEREC Office
- Assistance in receiving and welcoming candidates, trainers and other visitors;
- Preparation of meeting rooms;
- Photocopying, scanning and shredding HR related documents;
- Assistance in updating and maintaining HR databases.

3.1.5. Organisational general requirements

A project manager will be responsible for all contractual relations with BEREC Office. The project manager must be reachable by BEREC Office during normal working hours. In case of absence, a back-up person shall be designated and notified to BEREC Office immediately.

The contractor shall provide e-mail address, telephone number and postal address of the project manager. The contractor shall communicate the list of all persons in charge of the customer's relationship management with the services of BEREC Office. The communication must be executed exclusively in English language.

A contact person for BEREC Office will be nominated and communicated to the contractor after the signature of the contract.

Pricing policy

HR tasks are delivered by on-site work based on fees per 8 hour working days. Therefore, the time sheet of each HR technical assistant must be submitted to the BEREC Office staff in charge at the end of each month.

The contractor must be able to ensure the availability of the proposed person from the start of the assignment until the end of the assignment excluding planned absences. The contractor shall have a transparent pricing policy and **all-inclusive daily rates** which allows cost efficient choices. Binding, all-inclusive daily rates must be included in the financial offer (Annex 4 to the Tender Specifications) of the tenderer.

The contractor must have processes and procedures in place to monitor and manage performance of the HR technical assistant and to constructively deal with feedback received from the BEREC Office:

- In its specific request, the BEREC Office shall specify the workload (e.g. person-days) and its specific needs for requested profiles.
- The contractor shall provide the BEREC Office with the pool of CVs of the HR technical assistants. The BEREC Office will then select the required number HR technical assistant(s) which will provide the service on-site.
- All information indicated in the CVs has to be correct and validated by the contractor, with the possibility for the BEREC Office to verify the information provided upon request.
- The proposed HR technical assistants must be available for interviews at the BEREC Office.
- The proposed HR technical assistants shall be available to take up duties within 14 working days after the receipt of the specific request, unless otherwise provided for in the specific request.
- On BEREC Office's demand, the contractor shall replace personnel who prove incapable of carrying out the specified tasks to the required standards or breached the BEREC Office's security and confidentiality requirements.
- The replacement candidate shall be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the BEREC Office.
- The contractor shall give one months' notice if an HR technical assistant leave before the end of a specific contract.
- In case of replacement, the handover period must normally be at least 10 working days, free of charge to the BEREC Office.
- At the end of the specific contract the HR technical assistant must provide a detailed hand over file and report on the tasks completed. Such report must be approved by the BEREC Office HR Responsible prior the departure of the person.

A. Security, confidentiality and avoiding conflict of interest

During the performance of the contract, the contractor may have access to sensitive information, internal BEREC / BEREC Office documents and personal data, the disclosure of which may undermine the protection of the public interest, and the privacy and the integrity of the individual, in particular pursuant to EU legislation regarding the protection of personal data, and the protection of commercial interests of a natural or legal person.

The contractor shall therefore ensure that there are adequate confidentiality arrangements in place to prevent unauthorised disclosure of information by the staff of the contractor or of its sub-contractors and to avoid any situation of conflict of interest.

Any not publicly available information accessed by the contractor in the course of assisting end users is to be considered confidential. The contractor must have in place stringent measures, preferably ISO certified, to ensure that all BEREC Offices' information is secure from tampering, re-use, or any use other than the purpose for which it was collected.

All employees or agents of the contractor who, in the course of their duties, access data containing personal or confidential information shall be bound by the signed confidentiality clauses of the framework contract.

The Contractor staff shall also respect the BEREC Office security policies and BEREC Office rules on confidentiality and comply with the applicable provisions relating to data protection.

B. Meetings and Travel expenses

A representative of the contractor may be requested to attend at least one half-day meeting at BEREC Office in each year of execution of the contract. In the first year, a kick-off meeting is foreseen after the signature of the contract.

Travel expenses relating to the above mentioned meetings, as well as any other meeting related to the execution of the contract and not requested by BEREC Office, will be at the charge of the contractor.

In case of a specific project, an emergency situation, or a problem not related to the execution of the contract, BEREC Office will call ad-hoc meetings. Such meetings or any extra travel and accommodation expenses that might be needed to perform the tasks related to the contract, shall be subject to BEREC Offices prior approval and shall be reimbursed by the BEREC Office separately.

Reimbursement of expenses may be claimed if the personnel of the contractor is requested by the BEREC Office to carry out duties outside Latvia. In such cases, the reimbursement shall be done based on real costs of the mission – flights, public transportation and accommodation costs. A daily allowance shall be calculated based on the scale of staff mission allowances per country for the year that mission takes place.

3.2. Selection criterial LOT 1

3.2.1. Legal and regulatory capacity

Criterion 1: Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders.

Evidence 1 (to be provided on request): For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation

applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Evidence 1a (to be provided on request): For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

3.2.2. Economic and financial capacity

Criterion 2: Annual turnover for each of the last two financial years for which accounts have been closed must be above EUR 150 000. This criterion applies to tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.⁴

Evidence 2 (to be provided on request):

- Copy of the profit and loss accounts 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 exceptional 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 of the exceptional reason and its justification. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.3. Technical and professional capacity

A. Criteria relating to tenderers

Criterion 3: The tenderer must prove experience in the field of provision of Human Resources services, including administrative and technical support.

Evidence 3 (to be provided on request): The tenderer must provide at least 1 reference for the provision of HR related services in the last 5 years. In addition to that the tenderer must submit CVs of two staff members currently employed by the tenderer, whose professional profile is compliant with the job requirements described in Section 3.1.4.

Criterion 3: The tenderer must prove its capacity to work in Latvia.

Evidence 3 (to be provided on request): The tenderer must provide references for professional activity delivered in the last five years covering the required geographical scope.

B. Criteria relating to team delivering the service

⁴ In the case of applying for several lots, the minimum required figure shall equal the total amount resulting from adding together the minimum required for each lot.

In providing the services, the contractor shall demonstrate that it has the capacity to offer at least the following: a project manager designated to manage the relationships with BEREK Office and implementation of the contracts and a designated back-up, for when the main project manager is absent.

In managing the Framework Contract the contractor must have the capacity to carry out in parallel several individual orders. Therefore, the contractor must dedicate sufficient resources to manage the contract implementation within the terms and conditions of the Framework Contract. The contractor must apply appropriate performance measures to control the quality of the service delivery for its own organisation but also manage and control the quality delivered via sub-contracting. The contractor is obliged to report on activities upon request.

Criterion 4: Project manager and back-up to support the implementation of the contract and delivery of the services. Project manager and his/hers back-up is required to have proven experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience. At least B2 Level of English is required.

Evidence 4 (to be provided on request): CVs of the designated Project Manager and a back-up. Tenderer must be able to prove that the designated persons are directly employed by the contractor for at least 1 year.

3.3. Award criteria LOT 1

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

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 50 points in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

Award Criteria LOT 1 – HR technical services			
Award criteria	Content of offer	Max points	Min pass score
1. Recruitment/selection process of the staff	1. Description of the recruitment process in place for recruiting and selecting highly qualified staff and designating staff to the BEREK Office needs. (I.e. qualities the contractor is considering a priority, methods to ensure high professionalism).	25	12.5
2. Methods in place to retain and motivate staff	2.1 Description of methods and measures in place to motivate, train and retain highly qualified staff	35	17.5
	2.2 Ensuring that the HR technical assistant delivering on-site services receives a NET salary at least 50% of the fee paid by BEREK Office to the contractor		

Award Criteria LOT 1 – HR technical services			
Award criteria	Content of offer	Max points	Min pass score
3. Methods/Policy in place ensuring continuity of the service in case of absence of the member of the team	<p>3. The tenderers should describe methods that would ensure business continuity and smooth hand-over procedures in cases of:</p> <ul style="list-style-type: none"> • Sudden absence of HR technical assistant(s) • Planned absence of HR technical assistant(s) • Ensuring smooth hand over procedure and end-of-service report at the end of each specific contract 	20	10
4. Data Protection measures	4. Measures proposed to ensure compliance with Regulation 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (and with the new EU Regulation on data protection which will replace it as of May 2018).	20	10
TOTAL:		100	50

3.4. Ranking of tenders LOT 1

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 60/40 is given to quality and price.

$$\text{score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * 100 * \text{price weighting (in \%)} + \text{total quality score (out of 100) for all award criteria of tender X} * \text{quality criteria weighting (in \%)}$$

The tender ranked first after applying the formula will be awarded the contract.

4. LOT 2 – Language trainings for BEREC Office staff

4.1. Technical specifications

4.1.1. Objective

The objective of this lot is to acquire a variety of language training services for BEREC Office. The BEREC Office wishes to offer language learning opportunities for its staff in order to support staff members in their professional and individual development and integration necessary to work in a multicultural and multilingual environment.

4.1.2. Outline of the services required

The language training services shall come in three different packages based on their formats according to the audience, time, frequency, location target objectives and outputs.

- PACKAGE I: Group language training at BEREC Office premises
- PACKAGE II: One-to-one, or two-to-one language training at BEREC Office premises or at the premises of the contractor if requested by the BEREC Office
- PACKAGE III: Additional linguistic services

4.1.3. Organisational general requirements for LOT 2

A. MINIMUM SERVICE QUALITY STANDARDS

The contractor shall guarantee the highest standards and up-to-date tuition approaches of its established/future pool of trainers: a solid tuition methodology shall be applied, services shall be adequately prepared and consistently delivered according to clear learning objectives, and the most effective and adaptable tuition styles for adult learning. The contractor shall encourage trainers to build strong learning relations with participants, facilitate monitoring of their progress, provide advice, share enthusiasm and perform in a timely manner.

B. COORDINATION

The tenderer shall appoint a Language Services Coordinator (LSC) who is primarily responsible for the overall management, follow up and monitoring of the framework contract and implementation, while ensuring the highest quality level of all language services requested by BEREC Office. The LSC shall have a key role in supporting the BEREC Office in the organisation and implementation of all identified linguistic needs and shall have as minimum qualifications 3 years of experience in similar coordination functions for language training services, and possess an independent/proficient English knowledge (at least B2) in oral and written production, as all relation with BEREC Office will be held in English. Detailed requirements and evidence requested set in Section 4.2.3 of the Tender Specifications.

The LSC role is part of the overall contract setup. Any costs associated to it shall be reflected in the tenderer's financial proposal (Annex IV). During implementation of the contract the LSC will:

- Supervise and ensure that all requested language services are offered in compliance with the CEFR, that BEREC Office needs are met and that all services are delivered according to the highest standards in all teaching/didactical aspects (content,

methodology, learning material/style) as well as to promote excellent relations trainers-participants;

- Be responsible for the provision of a consistent/detailed course curricula for all languages/levels, (content/teaching methods/objectives) as well as for the thematic courses and assessment testing;
- Be responsible and ensure consistency in the planning, calendar and schedules, trainers' assignment, as well as participants' level assignment in coordination with the trainers, issuance of end-of-course certificate and satisfaction surveys;
- Continuously ensure the availability of a large, well-selected, experienced, motivated and flexible pool of trainers, in different languages/levels to accommodate the different linguistic services needed; for any newly proposed trainers, before any confirmation of assignment, BEREC Office shall approve their profiles.
- Ensure that for each language service there is a back-up trainer to enable continuity of the services in case of: absence of the main trainer (planned or unforeseen) or replacement requested due to reported unsatisfactory performance (Section 4.1.3, D).
- Promptly respond to any queries related to the administration/implementation of the services schedule, teachers' availability, attendance list, etc.
- Keep BEREC Office informed on any change concerning the execution of the services requested and promptly respond over the phone or e-mail, should the Agency require urgent assistance related to the services;
- Manage in a timely and consistent way all administrative and financial tasks pertaining to the contract implementation (issuance of financial offer, signature of purchase orders, follow-up of invoices, issuance of attendance certificates, reporting and training materials, handle any teaching-related complaints, etc.)
- Inform and make sure that trainers respect all relevant BEREC Office specific procedures related to Safety and Security issues and any others (i.e. access to BEREC Office buildings, evacuation, etc.).
- The LSC will communicate directly with the training participants and will keep the HR staff of the Office informed of such communication.
- The LSC will ensure the compliance of the schedules with the BEREC Office public holidays, even when they differ from the public holidays of the host member state.

C. TRAINERS

- All language trainers proposed to provide training services, shall have at least 3 years working experience as language trainers for adults, and meet the remaining qualification and experience requirements set in the Selection criteria (Section 4.2.3).
- All proposed trainers shall have an independent level in English (at least B1) and be native speakers (or equivalent) of the target language for courses at level B1-C2. For language courses at level A1 and A2, the BEREC Office will accept trainers who are not native speakers(or equivalent) of the target language, provided that their proficiency in the language is certified.
- The Agency expects the trainers' commitment for the full duration of a course and the tenderer is responsible for ensuring continuity in the provision of services. The contractor shall foresee a pool of backup trainers in case of unavailability of the nominated trainers.

D. REPLACEMENT PROCESS

- A replacement process may apply due to unavailability or to unsatisfactory performance (repeatedly reported by BEREC Office) of the assigned trainers/or coordinator.
- One's performance is considered unsatisfactory whenever the trainer/LSC fails to carry out their activities according to the set quality standards and assigned

responsibilities. Low performance will be part of the contract quality performance review (Section 2.1.6), and may justify a request for immediate replacement when poor performance hinders effectiveness of the services, and has been reported.

- Whenever the assigned trainer becomes unavailable and a replacement is necessary, the contractor will notify the BERIC Office as soon as possible.
- To the extent it is possible, the replacement process shall always be agreed between the parties according to the most efficient and practical solution for the situation, otherwise, a suitable replacement shall be proposed within a maximum of 10 calendar days from the date of the last training session held, or upon receipt of BERIC Offices request.
- In case of replacement, the contractor will ensure a smooth transition and handover of the relevant activities. Any time spent with the handing over will be free of charge.

F. ASSESSMENT & MONITORING TOOLS/OUTPUTS/DELIVERABLES

- For all language courses a learning path shall be proposed by the contractor in terms of course structure, duration, objectives, recommended teaching materials.
- According to each service package, the service provider may be required to conduct pre and post assessment tests focusing on different aspects of the training course/session, as well as to produce reports enabling a close monitoring of the activities. These tests/reports may take one of the following forms:

1. Placement test – necessary to confirm the staff member(s) language level possessed in view of an appropriate class/level allocation; these tests should be conducted on-site in BERIC Office premises, remotely (e.g. online tests and/or telephone assessment with the language trainer) or with the agreement of the BERIC Office, in another location.

2. Attendance List/Sheets – staff member’s attendance will be closely monitored on the basis of Attendance Lists/Sheets maintained by the trainer. In addition, the service provider shall provide on a monthly basis, per ongoing course and at the end of each course an overview of the participation and absences. The format of the report will be agreed with BERIC Office

3. End of course learning progress reports – depending on the duration of the course, progress reports may be required to monitor learning progress and to validate that a student can move to the next level.

4. Certificate of Attendance – each staff member shall be entitled to a certificate of attendance whenever the minimum number of sessions was attended (typically 60% of the entire course. The minimum number of sessions is established by the BERIC Office staff in charge of HR).

5. Course Feedback – After each course, a satisfaction survey of the language course per class and level shall be run, preferably by the provider. The format is to be agreed in advance with the BERIC Office. BERIC Office shall receive the evaluation report within two weeks after the end of the courses, the tenderer will be expected to propose improvement actions points, wherever necessary and appropriate.

6. Certificate of success completion of examination - each staff member shall be entitled to a certificate of success completion of examination at the end of each course. The certificate shall be issued by the contractor on the basis of international standards and the format agreed with the BERIC Office staff in charge of HR.

These above services shall be part of the service packages and will not be subject to additional charge.

G. TRAINING MATERIAL

If needed, the participant might be requested to purchase specific text books aligned with CEFR standards. The cost of the book shall not exceed a market price of 40 euro. The language coordinator shall facilitate the assignment and distribution of text books as needed.

Unless explicitly agreed in advance, no additional costs for training material shall be charged to the BEREC Office.

When the materials are prepared specifically for BEREC Office, it is the responsibility of the provider to fulfil all legal obligations relating to the reproduction of documents and copyright legislation. BEREC Office is not liable in such regard.

H. FACILITIES, CALENDAR AND TIME MANAGEMENT

Unless otherwise agreed/foreseen, most of the training modalities are foreseen to take place at BEREC Office premises.

The BEREC Office will provide suitable training rooms equipped with flipchart, a screen and a laptop if necessary and if requested in advance. In case of additional needs, the provider is responsible to equip trainers as necessary. If agreed in advance with the course participant and the BEREC Office the courses may take place at the premises of the contractor.

For regular courses: Semester 1 starts in February ending in July, semester 2 starts in September and finishes in December. The courses should be held during the opening hours of the BEREC Office, unless agreed in advance with the course participants.

The BEREC Office will communicate the core hours and the public holidays in due time.

J. CANCELLATION POLICY

For the flexibility in the management and delivery of the language services, and notwithstanding the cancellation policy proposed by the tenderer, the BEREC Office reserves the right to cancel the services without compensation on the following cases:

- Services not started: cancellation notified at least 14 calendar days prior to the planned start date.
- Services already started: cancellation of remaining hours notified with a notice period of at least 21 calendar days, unless the tenderers propose more advantageous conditions. Only services delivered shall be paid.
- If agreed by both parties classes that did not take place can be rescheduled and assigned to another level/language.

As an example, the BEREC Office shall be allowed to cancel a language course or activity whenever the attendance rate is not satisfactory, or any other situation where the conditions underlying the ordering of services are no longer met.

Tenderers shall provide for a favourable cancellation policy. The overall quality of the offered cancellation policy will be assessed within the tenderer's technical proposal.

K. ADMINISTRATIVE TASKS ASSOCIATED TO LANGUAGE/TRAINING SERVICES

The service provider will be in charge of managing:

- Set up of language classes planning, calendar, schedule and level assignment, according to the given information and resources (i.e. number of available rooms at BEREC Office, schedules of personnel);
- Preparation of participants lists;
- Monitor attendance list and associated reports;
- Where appropriate, re-scheduling of training sessions and notification to participants;
- Upon start of the course, specific communication to participants, as necessary. It is up to the service provider to organise the way this task will be carried out aiming at the most practical and cost-effective solution.

4.1.4. Training packages

- **PACKAGE I : Group language training at BEREC Office premises**

This type of training opportunity shall be offered regularly to staff members interested in increasing their language proficiency for professional, career development or personal reasons. Group language learning also aims at supporting multiculturalism and promoting integration in the host member state.

Languages:	English, French, Italian, Spanish, German, Latvian (Occasionally courses in other EU languages may be requested).
Levels:	A1 to C2 in line with CEFR.
Target audience:	Adults, 3 -15 participants per group
Yearly frequency & calendar:	2 semesters; Semester I: February to July; Semester II: September to December; Contractor must take into account BEREC Office public holiday schedules and work around public holidays.
Weekly frequency and duration:	<ul style="list-style-type: none">• Regular: 1 x 1.5 hours/week• Semi-intensive: 2 x 2 hours/week
Audience	BEREC Office staff member, (Other persons linked to BEREC Office may join the group classes, with case-by-case basis approval of line manager)
Time slots:	During the opening hours of the BEREC Office.
Location:	BEREC Office premises, upon agreement premises of the contractor.
Course start:	Within maximum of 15 working days from the date of the request for service

Reports and documents:

- Attendance lists
- Monthly and course-end reports
- Certificate of attendance and
- Certificate of success completion of examination
- Course feedback

PACKAGE II: ONE-TO-ONE OR TWO-TO-ONE LANGUAGE TRAINING

This type of training opportunity shall be offered based on specific needs from staff members who cannot attend the group-language learning at BEREC Office for various reasons (e.g. unavailability due to frequent traveller's status; limited requests for a specific language/level; individual conditions related to career developments and urgency to reach a certain language level in short time etc.) The language training package should be organised and implemented in an independent and responsible way by the participant/s and the trainer, in terms of agreed course schedule, format and modalities to achieve the learning objectives. The learning schedule shall be validated by BEREC Office and the provider, and structured in a way to minimise interference with the core working activities of the participant/s.

Languages:

English, French, Italian, Spanish, German, Latvian (Occasionally courses in other EU languages may be requested).

Levels:

A1 to C2 in line with CEFR

Target audience:

Adults, 1 or 2 staff members, provided they have similar starting levels and learning objectives

Yearly frequency & calendar:

As agreed between the staff member(s) and the trainer

Weekly frequency and duration:

From 1 to 3 hours per lesson. The learning package should be completed within 1 semester unless otherwise agreed

Time slots:

During the opening time of the BEREC Office or other as agreed between parties (week-end also eligible)

Location:

BEREC Office premises or the premises of the contractor

Course start:

Within maximum of one month from the date of the request for service

Reports and documents:

- Attendance lists
- Personalised learning programme
- Monthly reports and course end reports
- Certificate of attendance
- Certificate of success completion of examination
- Course feedback

PACKAGE III: Additional linguistic services

- In view of other possible needs in the scope of language training services, the tenderer might be requested to provide other services than those identified above.
- These services may involve, among others: Language tuition in other non-EU languages (e.g. Russian, Chinese, Arabic).
- Identify, select, and make available electronic resources on the web for enhancing linguistic progression;.
- Creation of a possible linguistic toolbox (grammar, dictionary, verb tables...)

Such additional services quoted in the financial offer will not be subject to financial evaluation, however will be evaluated technically as described in section 4.3, award criteria 4.

4.2. Selection criteria LOT 2

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer 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 BEREC Office 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.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

4.2.1. Legal and regulatory capacity

Criterion 1: Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders.

Evidence 1 (to be provided on request): For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Evidence 1a (to be provided on request): For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

4.2.2. Economic and financial capacity criteria

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 selection criteria.

Criterion 2: Annual turnover for each of the last two financial years for which accounts have been closed above EUR 50 000; this criterion applies to tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.⁵

Evidence 2 (to be provided on request):

- Copy of the profit and loss accounts 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 exceptional 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 of the exceptional reason and its justification. The BEREC Office reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

4.2.3. Technical and professional capacity criteria and evidence

A. Criteria relating to tenderers

Criterion 3: The tenderer is a recognised and established provider of language services in the country.

Evidence 3: A brief description of the organisation including: Offices and location, services provided, presentation of the corporate identity, mission, vision and team.

Criterion 4: Experience of the tenderer: Previous and current experience providing similar language services within last 3 years.

Evidence 4: An overview of the linguistic services performed within the past 3 years with a description of the activities performed, sizes of the groups and languages thought. In addition two that: CVs of 3 native(or equivalent) EU language trainers that are currently employed by the contractor.

B. Criteria relating to the team delivering the service

Criterion 5: The tenderer must designate a competent Language Service Coordinator for the performance of the contract(s). And a back-up person to cover the absences of the main LSC.

⁵ In the case of applying for several lots, the minimum required figure shall equal the total amount resulting from adding together the minimum required for each lot.

Language Service Coordinator (LSC): The assigned LSC shall be able to perform the tasks identified in section 4.1.3., B and have as a minimum:

- 3 years of experience in a similar role;
- At least B2 English proficiency level (oral and written)
- The main LSC must have been employed by the tenderer for at least 1 year before the date of submission of the tender.

Evidence 5: CV of the LSC proposed and its back-up.

Criterion 6: Quality management system: The tender must have in place a quality management system.

Evidence 6: Any proof of an established quality management system in place, appropriate for the delivery of linguistic services. (I.E Internal policy or international standard)

4.3. Award criteria LOT 2

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

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 50 points in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

The tenderer's technical proposal should consist of a clear and comprehensive response to all requirements of a lot and that of an award criteria.

The tenderer's financial proposal should be dully filled in with the binding prices per service that are not subject to change through duration of the contract. (Financial Form available in Annex IV).

Award Criteria LOT 2 – Language training			
Award criteria	Content of offer	Max points	Min pass score
1. Recruitment/selection process of the language trainers and methods in place for development of the project team/language trainers.	Description of the recruitment/selection processes for language trainers and Development opportunities offered to trainers in order to upgrade learning methodology, teaching style, relevant IT competencies, etc.	30	15
2. Cancellation and replacement policy proposed: Flexibility and advantageous conditions proposed in the cancellation policy; Efficiency and pro-activeness of the measures to be/or	Tenderer's cancellation policy conditions complementing and/or facilitating minimum conditions described in section 4.1.3, J. Description of the replacement of trainers, and any other measures ensuring flexibility and securing continuity in the provision of services and effective communication with	20	10

Award Criteria LOT 2 – Language training			
Award criteria	Content of offer	Max points	Min pass score
implemented to ensure continuity of services and satisfaction of course participants	course participants.		
3. Teaching methodology and course management	<p>The tenderer shall carefully read the simulation exercise in Annex V and follow the instructions and recommendations given to prepare his offer.</p> <p>While preparing the offer, the tenderer is expected to reflect BEREC Office context, and to propose options, solutions and views according to the scope of services as described in the tender specifications.</p>	20	10
4. additional linguistic services	<p>Description of any additional linguistic services (optional services) that the tenderer may be able to offer to BEREC Office. (See section 4.1.4 Package III)</p> <p>IMPORTANT: The prices for the optional services in the context of Package III shall be quoted in the Financial Offer (Annex IV). These prices are excluded from the financial evaluation.</p> <p style="text-align: right;">TOTAL:</p>	30	15
		100	50

4.4. Ranking of tenders LOT 2

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 60/40 is given to quality and price.

$$\text{score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * 100 * \text{price weighting (in \%)} + \text{total quality score (out of 100) for all award criteria of tender X} * \text{quality criteria weighting (in \%)}$$

Financial offer of the tenderer must be submitted in a form of dully filled Annex V.

The tender ranked first after applying the formula will be awarded the contract.