DIRECTORATE-GENERAL FOR PERSONNEL
DIRECTORATE A
DIRECTORATE FOR HR DEVELOPMENT

SPECIFICATIONS

INVITATION TO TENDER

Open Procedure

Preparation and delivery of individual German language courses for Members of the European Parliament on demand by MEPs

Reference PE - PERS - 2019 - 29

OJ No ° 2019/S 156-384146 PUBLICATION DATE: 14/08/2019
1. INTRODUCTION

These specifications are an integral part of the documents drawn up for the invitation to tender for the contract referred to. The documents relating to the invitation to tender comprise:

- the contract notice;
- a letter of invitation to tender;
- conditions for submitting a tender;
- specifications and the annexes thereto;
- and a model contract and the annexes thereto.

These specifications are supplemented by the following annexes, which are an integral part thereof:

- **Annex I:** The European Parliament’s environmental policy
- **Annex II:** Declaration on the tenderer’s honour concerning the exclusion and the selection criteria
- **Annex III:** Financial identification form - supplier
- **Annex IV:** Information sheet concerning groups of economic operators
- **Annex V:** Declaration concerning subcontractors
- **Annex VI:** Financial data sheet
- **Annex VII:** Price Grid
- **Annex VIII:** Label to be affixed to the outer and inner envelopes when a tender is sent
- **Annex IX:** Calendar / Availability of teachers
PART I - GENERAL INFORMATION

2. SUBJECT OF THE CONTRACT

In accordance with the provisions of Regulation (EU, Euratom) No 2018/1046 of the European Parliament (EP) and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the European Union, the European Parliament has decided to issue this invitation to tender for preparation and delivery of individual German language courses for Members of the European Parliament (MEP) on demand by MEPs.

In connection with this invitation to tender, Contract Notice 2019/S 156-384146 has been published in the Official Journal of the European Union publication date 14/08/2019.

3. DESCRIPTION, PURPOSE AND ESTIMATED VALUE OF THE CONTRACT

3.1 Description

The present contract covers the preparation and delivery of German language training for Members of the European Parliament on their own request. Each lesson has a duration of one hour and takes place at the premises of the European Parliament in Brussels or in Strasbourg within specific working hours (between 8.30 am and 6.30 pm). Exams are not foreseen for the learners.

MEPs will be informed about the offer of German language individual courses and will have the right on a “first come first served” basis to reserve time slots within the available days. For this purpose, MEPs will contact directly the teachers and ask for an individual German language training course. The teacher is responsible for organising his/her schedule and the bookings with the Members.

3.2 Volume

The EP expects the services to be provided

- during 113 days in 2019 (please see 3.4 and Annex IX for 2019 as an example)
- during 116 days in 2020 and
- in the subsequent years during a number of days in a range between 112 - 119 days depending on the repartition of the public holidays and office closing days during the respective year

The EP will supply the calendar to the contractor by the latest in October each year.

The majority of services will be delivered mainly in Brussels (between, 8.30 am and 06.00 pm).

In addition, 11 or 12 times per year over up to 3 working days services will be delivered in Strasbourg (between 8.30 am and 6.30 pm). In both cases, a lunch break of 1 hour is foreseen.

1 11 times in election years, 12 times in all other years
3.3. **Concept of the courses**

Lessons need to be adapted to the level of the learner as well as to her/his specific needs. The methods used must be customized to a professional public with restrictions to find time for language learning.

Learning material should refer to Parliamentary life and current affairs as well as life in Germany and Austria.

For beginners, who do not share a common language with the teacher, there may be, on the request of the MEP, an assistant present to the session(s) in order to facilitate the communication. However, the interpreting MEP assistant(s) cannot take active part in the lesson.

3.4 **Calendar / Availability of teachers**

This calendar shows the days when teachers shall be available for internal language lessons for MEPs.
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### External Parliamentary activities (not relevant)

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See also Annex IX
3.5 Venue and teaching material

Courses are delivered inside the premises of the European Parliament, normally in the office(s) of the Members in Brussels and/or in Strasbourg.

MEP can use during lessons desktop computers and iPad’s provided by the European Parliament.

The European Parliament will not deliver any material to the teacher.

3.6 Teaching staff

Teachers must demonstrate an open-mindedness conducive to teamwork, and to sharing and making good use of best practice. Experience in drawing up lesson plans and document preparation for teaching purposes is expected. Training in the use of information and communications technology for teaching must be part of contractor's training plan. Such trainers must have a good specialist vocabulary/knowledge in at least one area (law, economics, finance, political science, EU affairs)

The trainers and other members of staff provide the European Parliament with all necessary information needed to accredit them following the procedure established in article 14.3 "Technical and professional capacity".

The European Parliament reserves the right to refuse anytime the services of a trainer or another member of staff of the contractor and to request a replacement.

3.7 Duration of the contract

The total duration of the contract shall be four years.

Performance of the contract shall not begin until the Framework contract is signed. Any renewal of the contract shall take place in accordance with the terms laid down in the contract.

4. PARTICIPATION IN THE TENDER PROCEDURE

Participation in this invitation-to-tender procedure is open on the same terms to all natural or legal persons and public entities in a European Union Member State and to all natural and legal persons and public entities of a third country which has concluded a specific public-procurement agreement with the European Union giving them access to the contract which is the subject of this invitation to tender and on the terms laid down by that agreement.

"Economic operators established in the United Kingdom are allowed to apply to this call and to submit tenders. If and when a withdrawal of the United Kingdom from the European Union will take place, the rules of access to EU public procurement procedures of economic operators established in third countries will apply to tenderers established in the United Kingdom, unless the United Kingdom and the European Union agree otherwise in their currently ongoing negotiations. If such access is not provided by the legal provisions in force after the withdrawal, the European Parliament shall exclude from the procurement procedure tenderers established in the UK. Exclusion may take place at any stage of the procedure until the signature of the contract."

If a potential tenderer is not eligible pursuant to the aforementioned agreements, the European Parliament may exceptionally permit him to participate in the tender procedure on an ad hoc basis, without this creating any precedent or obligation for the future. Although the tender
documents may be sent on request to a tenderer who does not come under these agreements, this does not presuppose that tenders submitted will subsequently be accepted by the European Parliament.

In order to ascertain the eligibility of tenderers, they must indicate in their tenders the country in which they have their registered office or in which they are domiciled. They must also submit the evidence required under their national law or other, equivalent proof enabling the European Parliament to check where they come from.

5. GROUPS OF ECONOMIC OPERATORS

If the tender is submitted by a group of economic operators, Annex IV must be completed and included with it.

Groups of economic operators may submit a tender. The European Parliament reserves the right to require the group selected to have a given legal form if this is necessary for the proper performance of the contract. This requirement may be communicated by the European Parliament at any time during the contract award procedure, but at all events before the contract is signed.

The group of economic operators shall provide proof of its legal form by the time the contract - if awarded to it - is signed. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament’s contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary partnership);
- the signature by all the partners of a type of ‘power of attorney’ or equivalent document confirming a form of cooperation.

The group’s actual status shall be established by any document or agreement signed by the members of the group, which shall be appended to the tender.

Those documents or agreements may exceptionally be modified and/or submitted after the time limit for submission of a tender, but under no circumstances after the outcome of the invitation to tender has been communicated to the tenderers concerned. The European Parliament reserves the right to reject a tender if the terms of agreements between the members of a group are modified during the procedure, if those terms make no provision for the joint and several liability of the group’s members or if no agreement with legal force has been submitted with the tender.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties’ joint and several liability and are compatible with performance of the contract. At all events, it should be noted that, in the contract to be signed with the group, the European Parliament would refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.

Tenders from groups of economic operators must specify the role, qualifications and experience of each of the members of the group. The tender shall be submitted jointly by the economic operators, who shall also assume joint and several liability for the tender submission.
In the case of a group of economic operators, each member shall furnish proof of right of access to the contract (eligibility), as well as proof concerning compliance with the exclusion and selection criteria. With regard to the selection criteria, the European Parliament may rely on the capacity of the other members of the group in order to establish whether the tenderer will have the resources needed to perform the contract. In this case an undertaking shall be required from those members stating that they will make available to the other members the resources needed to perform the contract.

6. COUNTRY OF THE TENDERER

The tenderers must indicate in which country are they established and to present the supporting evidence normally acceptable under the law of that country.

7. SUBCONTRACTING

Subcontracting is permitted.

If the tenderer uses subcontractors, Annex V must be completed and included with the tender.

The tender shall give details, as far as possible, of that part of the contract, which the tenderer proposes to subcontract, and the identity of the subcontractors. During the contract award procedure or performance of the contract the European Parliament reserves the right to require tenderers to supply information about the financial, economic, technical and professional capacity of the proposed subcontractor(s). Likewise, the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the requisite exclusion criteria. Tenderers are hereby informed that proposed subcontractors may not be in one of the situations described in Articles 136 to 141 of the Financial Regulation, which entail exclusion from participation in a contract issued by the European Union.

The European Parliament shall verify whether the envisaged subcontractors, when subcontracting represents a significant part of the contract, fulfil the relevant selection criteria.

The European Parliament is entitled to reject any subcontractor who does not comply with the exclusion and/or selection criteria (see points 13. and 14. respectively).

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The authorising officer responsible reserves the right to accept or reject the proposed subcontractor. In order to do so he may demand the requisite proof to establish whether the subcontractor(s) complies/comply with the requisite criteria. The European Parliament’s authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

8. VARIANTS

No variants are permitted.

9. PRICES

Prices shall revised in accordance with the terms set out in the contract.
Pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union, the price quotation shall be submitted in euros and excluding VAT and other equivalent indirect taxes.

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

**The price should cover three elements**, which the tenderers are requested to quote in their offer:

**Lump sum price** for the provision of up to 200 one-hour German lessons, in Brussels or Strasbourg, during 113 days within a calendar year (as per EP Calendar), covering

- the availability of the teacher(s) during 8 hours a day
  - on 113 days in 2019 (please see 3.4 and Annex IX for 2019 as an example),
  - on 116 days in 2020 and
  - in the subsequent years on a number of days in a range between 112 - 119 days depending on the repartition of the public holidays and office closing days during the respective year

- teaching of up to 200 one-hour lessons within the framework of the number of days for the corresponding calendar year days (calendar year).

**Weekly price** covering travel, accommodation and all per diem expenses related to the 12 missions per year to Strasbourg

The price quoted shall be based on one business trip with duration Monday 2.30 pm - Thursday 12.30 pm.

**Hourly price** for an individual course, delivered in Brussels or Strasbourg, after the ceiling of 200 one-hour German lessons has been reached.

### 10. ENVIRONMENTAL ASPECTS

The European Parliament’s environmental policy

Tenderers shall undertake to comply with the environmental legislation in force in the field of the contract, should it be awarded to them. It should be noted in this connection that the European Parliament applies the EMAS environmental management system in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009. Information about EMAS is provided by the authorising department in Annex I to these specifications². The successful tenderer will be required to ensure that the information provided by the European Parliament on the EMAS programme in general, and more specifically on the implementation of environmental measures in practice, is known by
all his staff working for the European Parliament. At the European Parliament’s request the successful tenderer may be required to certify that anyone assigned to work under the contract has received the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents.

11. POLICY ON THE PROMOTION OF EQUAL OPPORTUNITIES

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the Community Treaties in full and in their entirety. More particularly, the tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, based on three main elements:

- equality between men and women;
- employment and integration of disabled persons;
- the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

12. PERFORMANCE OF FRAMEWORK CONTRACTS

The framework contracts will be performed on the basis of order forms, to be signed following the application of a system whereby orders are placed without competition being reopened.

The establishment of this system will entail a maximum of three framework contracts being signed with the first three economic operators, ranked in descending order upon completion of the evaluation of the tenders submitted.

When an order is placed, and before the corresponding order form is issued, the European Parliament will contact the economic operator ranked first and, if he is unavailable, the second, and then, on the same terms, possibly the third, and so on until the final contractor.

Where an economic operator refuses to perform a specific order, he may not cite any reasons other than those laid down in the contract.

In principle, the ranking of the contractors will remain unchanged throughout the duration of the framework contract unless the terminations or re-rankings provided for in the preceding paragraph take place.

PART II - EXCLUSION, SELECTION AND AWARD CRITERIA

13. EXCLUSION CRITERIA

The full texts of Articles 136 to 141 FR on exclusion criteria and their application are available in the Official Journal of the European Union, № L-193 published on 30 July 2018, pages 1-222. Tenderers must declare that they are not in any of the exclusion situations described in these articles.
Article 136 of the Financial Regulation (extracts): only paragraphs 1, 4, 6 and 7 are reproduced hereafter.

1. The authorising officer responsible shall exclude a person or entity referred to in Article 135 (2) from participating in award procedures governed by this Regulation or from being selected for implementing Union funds where that person or entity is in one or more of the following exclusion situations:

a) the person or entity is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;

b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

c) it has been established by a final judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;

ii) entering into agreement with other person or entities with the aim of distorting competition;

iii) violating intellectual property rights;

iv) attempting to influence the decision-making of the authorising officer responsible during the award procedure;

v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

d) it has been established by a final judgment that the person or entity is guilty of any of the following:


ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;
iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;

iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;

v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget, which has

(i) led to the early termination of a legal commitment;

(ii) led to the application of liquidated damages or other contractual penalties, or

(iii) been discovered by an authorising officer, OLAF or the Court of Auditors following checks, audits or investigations;

f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

g) it has been established by a final judgement or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g).

(.....)

4. The authorising officer responsible shall exclude a person or entity referred to in Article 135(2), where:

(a) a natural or legal person who is a member of the administrative, management or supervisory body of the person or entity referred to in Article 135(2), or who has powers of representation, decision or control with regard to that person or entity, is in one or more of the situations referred to in points (c) to (h) of paragraph 1 of this Article.

(b) a natural or legal person that assumes unlimited liability for the debts of the person or entity referred to in Article 135(2) is in one or more of the situations referred to in point (a) or (b) of paragraph 1 of this Article.

(.....)

6. The authorising officer responsible, having regard, where applicable, to the recommendation of the panel referred to in Article 143, shall not exclude a person or entity referred to in Article
135(2) from participating in an award procedure or from being selected for implementing Union funds where:

a) the person or entity has taken remedial measures as specified in paragraph 7 of this Article, to an extent that is sufficient to demonstrate its reliability. This point shall not apply in the case referred to in point (d) of paragraph 1 of this Article;

b) it is indispensible to ensure the continuity of service, for a limited duration and pending the adoption of remedial measures specified in paragraph 7 of this Article;

c) such an exclusion would be disproportionate on the basis of the criteria referred to in paragraph 3 of this Article.

In addition, point (a) of paragraph 1 of this Article shall not apply in the case of the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities or the liquidators in an insolvency procedure, an arrangement with creditors, or a similar procedure under Union or national law.

In the cases of non-exclusion referred to in the first and second subparagraphs of this paragraph, the authorising officer responsible shall specify the reasons for not excluding the person or entity referred to in Article 135(2) and inform the panel referred to in Article 143 of those reasons.

7. The remedial measures referred to in point (a) of the first subparagraph of paragraph 6 shall include, in particular:

a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business or activity area of the person or entity referred to in Article 135(2), appropriate to correct the conduct and prevent its further occurrence;

b) proof that the person or entity referred to in Article 135(2) has undertaken measures to compensate or redress the damage or harm caused to the financial interests of the Union by the underlying facts giving rise to the exclusion situation;

c) proof that the person or entity referred to in Article 135(2) has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of paragraph 1 of this Article.

The candidate/tenderer is invited to complete the Annex II where the exclusion criteria are mentioned.  

Article 141 of the Financial Regulation (extracts): only paragraph 1 of Article 141 has been reproduced.

Rejection from an award procedure

The authorising officer responsible shall reject from an award procedure a participant who:

(a) is in an exclusion situation established in accordance with Article 136;

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

3 The Annex II may be replaced by the European Single Procurement Document (ESPD).
(c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition, that cannot be remedied otherwise.

The authorising officer responsible shall communicate to the other participants in the award procedure the relevant information exchanged in the context of or resulting from the involvement of the participant in the preparation of the award procedure as referred to in point (c) of the first subparagraph. Prior to any such rejection the participant shall be given the opportunity to prove that its involvement in preparing the award procedure does not breach the principle of equality of treatment.

**Evaluation of the exclusion criteria**

1. All tenderers must submit the declaration on the tenderer’s honour, duly dated and signed, which is set out in Annex II.

2. In the case of a consortium of economic operators, the declaration on honour shall be provided by all the members of the consortium.

3. The tenderer to whom the contract is to be awarded will be required, within 10 calendar days of the date of notification of the provisional award of the contract and before the contract is signed, to supply the following documentary evidence:

   - (a) appropriate evidence that it is not in one of the exclusion situations referred to in Article 136(1);

   - (b) information on natural or legal persons that are members of the administrative, management or supervisory body of the participant or that have powers of representation, decision or control with regard to that participant, including persons and entities within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in points (c) to (f) of Article 136(1).

   - (c) appropriate evidence that natural or legal persons that assume unlimited liability for the debts of that participant are not in an exclusion situation referred to in point (a) or (b) of Article 136(1).

4. The tenderer to whom the contract is to be awarded shall be exempt from the requirement to submit the documentary evidence referred to in paragraph 2 in case of international organisations acting as tenderer, if the contracting authority can access documentary evidence on a national database free of charge or if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and they are still valid. In such cases, the tenderer shall attest on his honour that the supporting documents have already been provided in a previous procurement procedure, which he shall identify, and that no changes in its situation have occurred.

**14. SELECTION CRITERIA**

**14.1. Legal and regulatory capacity**
The tenderer is required to fulfil at least one of the following conditions:

(a) be enrolled in a relevant professional or trade register, except for international organisations;

(b) for service contracts, hold a particular authorisation proving that it is authorised to perform the contract in its country of establishment or be a member of a specific professional organisation.

In the case of groups of economic operators, each member will furnish proof of authorisation to perform the contract.

14.2. Financial and economic capacity

Tenderers shall have sufficient economic and financial resources to enable them to perform the contract in compliance with the contractual provisions, given the value and scope thereof. If, on the basis of the information supplied by the tenderer, the European Parliament has doubts about a tenderer’s financial resources, or if these are insufficient for performance of the contract, the tender may be rejected without the tenderer being entitled to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender, the European Parliament furthermore requires tenderers to have a minimum financial and economic capacity, which will be assessed on the basis of the following information

Financial and economic capacity will be assessed on the basis of the information included in the following documents, to be supplied by tenderers:

- a statement of overall turnover and turnover in the area covered by the contract during a period which may be no more than the last three financial years available
- appropriate statements from banks or, where appropriate, evidence of professional risk indemnity insurance;
- income declaration for at least the two most recent financial years; for tenderers who are natural persons, gross income will be deemed to represent turnover

If the tenderer is unable to provide the references requested, he may prove his economic and financial capacity by any other document, which the European Parliament considers appropriate.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between him and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to him. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party’s financial capacity. Parliament may require the tenderer and those other entities to be jointly liable for performance of the contract.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

Tenderers may also rely on the economic capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the
European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

14.3. Technical and professional capacity

Tenderers must have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If, in the light of the information supplied by the tenderer, the European Parliament has doubts about a tenderer’s technical and professional capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender the European Parliament requires tenderers to have the following technical and professional capacity:

- at least three years’ experience in providing individual German language courses for adult learners;
- a team of at least three trainers teaching German as a foreign language to adults;

The technical and professional capacity of economic operators will be substantiated by one or more of the following documents:

- A list of principal services provided within the last three years indicating the amount, nature of client (public or private, groups or individuals, children or adults).
- CVs of at least three trainers with the following profile:
  - University diploma in German linguistics and teaching of German as a foreign language, obtained after a minimum of 3 years of university studies
  - Documented experience of at least 2 400 hours over a period of at least three years since 2009 in the teaching of German to adults.
  - German mother tongue or level C2 (Common European reference framework for languages) and English language of minimum level B2

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between himself and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing a commitment by those entities to that effect. In that case the European Parliament is entitled to refuse the tender submitted if it has doubts about the undertaking by the third party or about that party’s professional and/or technical capacity.

At all events, tenderers may always rely on the technical and professional capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

If it establishes that a tenderer faces a conflict of interest, which could affect the performance of the contract, the European Parliament may conclude that the tenderer is not of the calibre required to perform the contract.

15. AWARD CRITERIA

The contract will be awarded to the tender offering the best price-quality ratio.
To determine the tender offering the best price quality/ratio, tenders will be evaluated based on the following criteria:

1. Price (Annex VII)

The tenderer is requested to indicate in the price schedule (Annex VII) three different types of prices

- **Lump sum price** (for the provision of up 200 hours)

  during **113** days in **2019** (please see 3.4 and Annex IX for 2019 as an example during **116** days in **2020** and
  
  o in the subsequent years during a number of days in a range between **112** - **119** days depending on the repartition of the public holidays and office closing days during the respective year

- **Weekly price** related to 12 missions per year

- **Hourly price** (applicable once the ceiling of 200 hours has been reached)

However, for the sake of calculating the price quality ratio only the lump sum price will be taken into consideration.

2. Quality of services provided (100 points)

The tenderers must provide a technical offer in order to demonstrate their capability to fully customize learning content, method and teaching style to the professional needs and learning preferences of two types of learners - beginners and false beginners. The offer must consist of two parts:

A. The first part is made of a description of the evaluation approach and process of the professional needs and learning preferences of beginners and false beginners

B. In the second part, the tenderers must propose three examples of professional needs of beginners and three examples of professional needs of false beginners. For each example, they must propose a content and methodology in order to provide a fully customized individual learning path consisting of 20 lessons.

Based on this offer, following quality sub criteria will be applied:

2.1 The appropriateness of the evaluation method in view of the specificities of the beginners and false beginners (up to 40 points)

2.2 The relevance of the content for beginners and false beginners (up to 30 points)

2.3 Capacity to differentiate between beginners and false beginners (up to 30 points)

In order to be selected in the next phase, which is the evaluation of the price, bids from tenderers must obtain a minimum of 60 points in the aggregate of criteria 2.1; 2.2 and 2.3.
The method applying a weighting for quality and price expressed in percentage is 70% for quality and 30% for the price:

\[
\text{Score for tender } X = \frac{\text{Cheapest price}}{\text{Price of tender X}} * 100 + \text{price weighting (70 %)} + \text{Total quality score (out of 100) for all award criteria of tender X} \]

\[
= \text{Price of tender X} * \text{quality criteria weighting (30 %)}
\]
Annex I: The European Parliament's environmental policy

THE EUROPEAN PARLIAMENT'S ENVIRONMENTAL POLICY

The European Parliament recognizes its responsibility for making a positive contribution to sustainable development as a long-term goal. Parliament fulfil its responsibility in its political and legislative role, but also in the way it operates and the decisions it takes on a day-to-day basis.

In 2007, the European Parliament therefore decided that its administration would embark on the path of applying the EMAS (Eco-Management and Audit Scheme) standard, with the aim of continually improving its environmental results with regard to activities, products and services.

Interest in the environmental performance of organisations is continuously increasing. A proactive approach to environmental challenges is the hallmark of successful organisations. A broad range of benefits arise from EMAS registration, including reduced costs for resources and waste management, risk minimization, regulatory compliance and improved relations with internal and external stakeholders.

The European Parliament hereby:

- reaffirms its commitment to maintaining its EMAS registration and its environmental approach to continuous improvement with a view towards achieving environmental sustainability in all its administrative activities;
- stresses the already good overall performance of the Environmental Management System (EMS) at the European Parliament but also underlines the need to further intensify efforts in order to achieve Parliament's current key performance indicators objectives in time, particularly in the area of greenhouse gas emissions;
- aims to set up new medium- and long-term key performance indicators with concrete and quantified objectives beyond the current deadlines;
- undertakes to ensure compliance with objectives and requirements laid down by national and EU legislation;
- undertakes to implement preventive measures to further improve its environmental performance and to ensure that environmental considerations are integrated in all its administrative activities;
- undertakes to provide sufficient resource for its EMS and activity relating thereto;
- undertakes to include and apply strict environmental and energy efficiency criteria to all of its building policies and building projects;
- encourages responsible and appropriate behavior by training, providing information and increasing the awareness of all its staff, but also its Members and their assistants, about EMAS-relevant aspects of their activities;
- undertakes to introduce best practices with regard to its main environmental impacts, in particular greenhouse gas emissions and waste management as well as an efficient use of energy, water and paper;
- undertakes to further strengthen Parliament's green public procurement approach by developing targets for the classification of contracts.

The European Parliament undertakes to describe in detail, implement and pursue this present Environmental Policy, to communicate it to its Members, staff, contractors and any other interested parties and to make it accessible to the public.

The European Parliament's Environmental Policy is implemented through its EMS. The Environmental Policy and the EMS cover the main environmental aspects, both directly and indirectly, as well as their impact on the sites concerned, and make it possible to establish corresponding objectives.

Martin SCHULZ, President
Brussels, 21 June 2016

Klaus WELLE, Secretary-General
Brussels, 21 June 2016
Annex II: Declaration on the tenderer’s honour concerning the exclusion and selection criteria

The undersigned [insert name of the signatory of this form], representing:

<table>
<thead>
<tr>
<th>(only for natural persons) himself or herself</th>
<th>(only for legal persons) the following legal person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID or passport number: ('the person')</td>
<td>Full official name:</td>
</tr>
<tr>
<td></td>
<td>Official legal form:</td>
</tr>
<tr>
<td></td>
<td>Statutory registration number:</td>
</tr>
<tr>
<td></td>
<td>Full official address:</td>
</tr>
<tr>
<td></td>
<td>VAT registration number:</td>
</tr>
<tr>
<td></td>
<td>('the person')</td>
</tr>
</tbody>
</table>

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority\(^4\), provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Date of the declaration</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I - Situation of exclusion concerning the person

(1) declares that the above-mentioned person is in one of the following situations:

| | YES | NO |
|-----------------------------|-----------------------------|
| (a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations; | ☐ | ☐ |
| (b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law; | ☐ | ☐ |
| (c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: | | |

---

\(^4\) The same EU institution, agency, body or office.
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement;

(ii) entering into agreement with other persons with the aim of distorting competition;

(iii) violating intellectual property rights;

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

(d) it has been established by a final judgement that the person is guilty of the following:

(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;

(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;

(iii) conduct related to a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;

(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;

(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;

(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent
to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.

<table>
<thead>
<tr>
<th>(h) (only for legal persons) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).</th>
<th>□</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) for the situations referred to in points (c) to (h) above the person is subject to:</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>i. facts established in the context of audits or investigations carried out by the European Public Prosecutor’s Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv. information transmitted by Member States implementing Union funds;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>v. decisions of the Commission relating to the infringement of the Union’s competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II - SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

Not applicable to natural persons, Member States and local authorities

(2) The signatory declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:

<table>
<thead>
<tr>
<th>Situation</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situation (c) above (grave professional misconduct)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Situation (d) above (fraud, corruption or other criminal offence)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Situation (e) above (significant deficiencies in performance of a contract)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Situation (f) above (irregularity)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Situation (g) above (creation of an entity with the intent to circumvent legal obligations)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>
Situation (h) above (person created with the intent to circumvent legal obligations)  □  □  □

**III - SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON**

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:

<table>
<thead>
<tr>
<th>Situations of Exclusion</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situation (a) above (bankruptcy)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Situation (b) above (breach in payment of taxes or social security contributions)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

**IV - GROUNDS FOR REJECTION FROM THIS PROCEDURE**

(4) declares that the above-mentioned person:

<table>
<thead>
<tr>
<th>Grounds for Rejection</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

**V - REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

**VI - EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and concerning the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d), (f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
For the situation described in point (b), production of recent certificates 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 person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority\(^5\). The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

**VII – SELECTION CRITERIA**

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:

<table>
<thead>
<tr>
<th>(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 14.1 of the tender specifications;</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) It fulfills the applicable economic and financial criteria indicated in section 14.2 of the tender specifications;</td>
<td>YES</td>
<td>NO</td>
<td>N/A</td>
</tr>
<tr>
<td>(c) It fulfills the applicable technical and professional criteria indicated in section 14.3 of the tender specifications.</td>
<td>YES</td>
<td>NO</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender, declares that:

<table>
<thead>
<tr>
<th>(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
</table>

**VIII – EVIDENCE FOR SELECTION**

\(^5\) The same institution or agency.
The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Insert as many lines as necessary;</td>
</tr>
</tbody>
</table>

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name               Date               Signature

---

6 The same institution or agency.
Annex III: Financial identification form - Supplier

<table>
<thead>
<tr>
<th>Legal Entity</th>
<th>Private Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIN / Legal Form</td>
<td></td>
</tr>
<tr>
<td>Name(s)</td>
<td></td>
</tr>
<tr>
<td>Abbreviation</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Street</td>
</tr>
<tr>
<td>Town / City</td>
<td></td>
</tr>
<tr>
<td>VAT Number</td>
<td></td>
</tr>
<tr>
<td>Place of Registration</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

A copy of some official document showing the name of the legal entity, the registration address, the VAT number and the registration number given by the national authorities must be attached.

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(The name under which the account has been opened)</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Street</td>
</tr>
<tr>
<td>Town / City</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bank</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>IBAN</td>
<td></td>
</tr>
<tr>
<td>SWIFT Code (BIC)</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Bank Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Street</td>
</tr>
<tr>
<td>Town / City</td>
<td></td>
</tr>
</tbody>
</table>

Bank stamp + signature of bank representative:

Date + signature of account holder:

(Obligatory)

* It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under "ACCOUNT NAME" and "BANK". In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account holder is obligatory in all cases.
Annex IV: Information sheet concerning groups of economic operators

Official name of the member authorised by the group\textsuperscript{7}:
..................................................................................................................................................

Official address:
..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

Legal form of the group\textsuperscript{8}:
..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

I, the undersigned, Mr/Ms ........................................., representing the authorised representative of the group of operators submitting this tender, hereby declare that I have noted the conditions laid down by the European Parliament for submission of a tender by a group and that the submission of a tender and the signing of this declaration imply acceptance of those conditions:

‘The group of economic operators shall furnish proof of its legal form in the tender. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament's contractual interests (depending on the Member State concerned, this may be, for example, a group or a temporary association);
- the signature by all the partners of a type of 'power of attorney' or equivalent document confirming a form of cooperation.

The document supplied must prove the group’s actual status. In that document or in an annex thereto, the economic operators making up the group shall undertake, as tenderers, to bear joint and several liability during performance of the contract, should it be awarded to them.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties' joint and several liability and are compatible with performance of the contract. However, in the contract to be signed with the consortium the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.’

\textsuperscript{7} State the name and address of the member authorised by the other members of the group to represent it. If no authorisation has been given, all consortium members must sign this declaration.

\textsuperscript{8} To be indicated if a precise form has been chosen by the group members. If that is not the case, leave blank.
<table>
<thead>
<tr>
<th>Name of member of group</th>
<th>Address of member of group</th>
<th>Name of member’s representative</th>
<th>Description of technical, professional and economic capacities(^9)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Date: ......................  
Signature: ..............................................

---

\(^9\) Should such a description already have been provided in the tender, reference may be made to precisely where that description appears.
Annex V: Declaration concerning subcontractors

Name of the tenderer:

I, the undersigned, Mr/Ms .............................................., in my capacity as representative of the above-mentioned tenderer, hereby declare that, in the event that the contract, or one or more lots thereof, is awarded to the tenderer, the following economic operators will act as subcontractors:

<table>
<thead>
<tr>
<th>Name &amp; address of subcontractor</th>
<th>Description of the subcontracted part of the contract</th>
<th>Value of subcontracted part of contract (in EUR and as a percentage of estimated total amount of contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I acknowledge that the European Parliament reserves the right to request information on the financial, economic, technical and professional resources of the proposed subcontractor(s) and that the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the exclusion criteria applying to tenderers.

In this context, the European Parliament reserves the right to reject any proposed subcontractor not complying with the exclusion and/or selection criteria.

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The European Parliament therefore reserves the right to accept or reject any subcontractor proposed during the performance of the contract. Accordingly, it may demand the requisite proof to establish whether a subcontractor complies with the requisite criteria. The European Parliament’s authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

Date: ............................  Signature: .........................................................
**Annex VI:**

**Financial data sheet**

To be completed by the tenderer or by each company in the case of a consortium with a joint representative, on the basis of the financial statements for the last three financial years, which must be attached.

### Turnover

**Total turnover for the last three financial years**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Turnover</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>n-1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Profit

**Total net profit after tax for the last three financial years**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Profit</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>n-1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Assets available in the short term

**Total assets available within one year**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Assets</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>n-1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Short-term debt

**Total debt due within one year**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Debt</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>n-1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n-3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified true and accurate.

Done at ................... on ........................................

Signatures(s):

---

10 Debts receivable within not more than one year, orders in progress, cash investments, available securities and adjustment accounts.

11 All debt of any kind due within not more than one year, and adjustment accounts.
### ANNEX VII: PRICE GRID

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICES</th>
<th>PRICE (in €)<em>LUMP-SUM</em></th>
</tr>
</thead>
</table>
| **Lump sum price** for the provision of up to 200 one-hour German lessons, in Brussels or Strasbourg, during 113 days within a calendar year (as per EP Calendar), covering  
  - the availability of the teacher(s) during 8 hours a day  
    - on 113 days in 2019 (please see 3.4 and Annex IX for 2019 as an example),  
    - on 116 days in 2020 and  
    - in the subsequent years on a number of days in a range between 112 – 119 days depending on the repartition of the public holidays and office closing days during the respective year  
  - teaching of up to 200 one-hour lessons within the framework of the number of days for the corresponding calendar year days (calendar year). | |
| **Hourly price** for an individual course, delivered in Brussels or Strasbourg after the ceiling of 200 one-hour German lessons has been reached | |
| **Weekly price** covering travel, accommodation and per diem expenses related to the 12 missions per year to Strasbourg | |

*Prices must be fixed and quoted EUR (€), net of VAT and all other taxes.*

Date & signature: __________________________
Annex VIII: Label to be affixed to the outer and inner envelopes when a tender is sent

To be used and completed to help ensure that the tender is sent to the relevant department at the European Parliament

<table>
<thead>
<tr>
<th>EUROPEAN PARLIAMENT</th>
<th>Official Mail Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Konrad Adenauer Building 00D001</td>
<td></td>
</tr>
<tr>
<td>Rue Alcide de Gasperi,2</td>
<td></td>
</tr>
<tr>
<td>Plateau du Kirchberg</td>
<td></td>
</tr>
<tr>
<td>L - 2929 Luxembourg</td>
<td></td>
</tr>
</tbody>
</table>

Directorate-General for Personnel
Directorate D
Financial Resources Unit
KAD Building 02F005

INVITATION TO TENDER PE - PERS - 2019 - 29

NOT TO BE OPENED BY THE MAIL UNIT
OR
ANY UNAUTHORISED PERSON
### Annex IX: Calendar / Availability of teachers

#### Calendar

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bruxelles</strong></td>
<td><strong>Strasbourg</strong></td>
<td><strong>Bruxelles</strong></td>
<td><strong>Bruxelles</strong></td>
<td><strong>Bruxelles</strong></td>
<td><strong>Bruxelles</strong></td>
</tr>
<tr>
<td><strong>January</strong></td>
<td><strong>February</strong></td>
<td><strong>March</strong></td>
<td><strong>April</strong></td>
<td><strong>May</strong></td>
<td><strong>June</strong></td>
</tr>
<tr>
<td><strong>July</strong></td>
<td><strong>August</strong></td>
<td><strong>September</strong></td>
<td><strong>October</strong></td>
<td><strong>November</strong></td>
<td><strong>December</strong></td>
</tr>
</tbody>
</table>

#### Presence at Strasbourg (or at Bruxelles for the mini-sessions)

<table>
<thead>
<tr>
<th>Presence at Strasbourg</th>
<th>Presence at Bruxelles</th>
</tr>
</thead>
<tbody>
<tr>
<td>08:30</td>
<td>08:30</td>
</tr>
</tbody>
</table>

**TOTAL PER YEAR**

<table>
<thead>
<tr>
<th>0.0</th>
<th>0.0</th>
</tr>
</thead>
</table>

**THIS NUMBER MUST EQUAL 0.0**

<table>
<thead>
<tr>
<th>08:30</th>
<th>08:30</th>
<th>05:00</th>
<th>00:00</th>
</tr>
</thead>
</table>

---

**Presence at Bruxelles for the mini-sessions**

**Vendredi long**

**Jours fériés et jours de fermeture du Parlement**

**05:00 vendredi court**