



Schola Europaea

BSGEE

**TENDER N° BSGEE-2021-012**

**COMPETITIVE PROCEDURE WITH NEGOCIATION**

**INTERMATH PLATFORM**

**TENDER SPECIFICATIONS**

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## 1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

### 1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Schools, referred to as the *Contracting authority* for the purposes of this call for tender.

The European Schools (hereinafter also referred to as ‘the schools’) are official educational establishments set up jointly by the European Union and the governments of the Member States. The mission of the European Schools is to provide a multilingual and multicultural education for nursery, primary and secondary level pupils.

The European Schools situated in Belgium, Italy, Luxembourg and in the Netherlands - that are participating to that call - are mostly large schools gathering together more than 21.500 pupils on 10 different sites.

The list of the existing European Schools and their location can be consulted on the following web page: <https://www.eursec.eu/en/European-Schools/locations> .

The Office of the Secretary-General of the European Schools (hereinafter referred to as ‘the OSGES’) is providing the European Schools with advice and assistance on pedagogical, administrative, financial, legal and human resources issues.

The European Schools and the OSGES form together an international organisation governed by public law, set up by an international convention.

More information about the European Schools and their activities is available on the OSGES’s website at the address <https://www.eursec.eu/en>, and on each European Schools’ websites via the address <https://www.eursec.eu/en/European-Schools/locations> .

The lead contracting authority is the OSGES. It is acting as the leading entity for the purpose of managing the tender and signing the contract.

Each of the European school may avail itself of the resulting framework contract autonomously by concluding specific contracts with the contractor.

References to the *Contracting authority* in these Tender specifications and their annexes shall be understood, depending on the context, as referring to one of the following:

- the OSGES acting in its capacity as lead contracting authority;
- the European schools, in relation to their collective rights and obligations with the contractor(s), as one of the parties to the framework contract;
- any of the European school acting in its own capacity, for matters related to the conclusion, execution or termination of specific contracts with the contractor.

**1.1. More details regarding the functioning of the inter-school aspect of the contract are set out in Article I.12 of the Contract. Subject: what is this call for tenders about?**

The subject of this call for tenders is the setting up, the adaption, development, support and maintenance of a mathematical software that complements the Internmath syllabus, of the Primary Cycle of the European Schools and the Accredited European Schools and making this software available for all them on a web platform.

**1.2. Lots: is this call for tenders divided into lots?**

This call for tenders is not divided into lots.

**1.3. Description: what do we want to buy through this call for tenders (technical specifications)?**

The services that are the subject of this call for tender, including any minimum requirements, are described in Annex 0 “Technical specifications”

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

**1.4. Place of performance: where will the contract be performed?**

The web platform must be available for all the European Schools and the Accredited European Schools.

**1.5. Nature of the contract: how will the contract be implemented?**

The procedure will result in the conclusion of a framework contract.

The framework contract will be concluded with one contractor. Specific contracts shall be awarded on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the Draft contract.

**1.6. Volume and value of the contract: how much do we plan to buy?**

An indicative estimate of the volumes to be ordered over the whole duration of the framework contract is given in the financial model in **Annex 6**. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the *Contracting authority* will order through purchase orders. In any case the *framework contract ceiling*, i.e. the maximum amount to be spent under the framework contract, shall not be exceeded.

Within three years following the signature of the contract(s) resulting from the current call for tenders, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#)<sup>1</sup> to procure new

services from the contractor(s) up to a maximum of 50 % of the initial contract value. These services will consist in the repetition of similar services entrusted to the contractor.

### **1.7. Duration of the contract: how long do we plan to use the contract?**

The framework contract resulting from the award of this call for tenders will be concluded for 24 months. The framework contract will be automatically renewed 2 times for 24 months each. The details of the initial contract duration and possible renewals are set out in Article I.3 of the Draft contract.

## 2. GENERAL INFORMATION ON TENDERING

### 2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of:

- The Financial regulation of the European Schools and
- [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#)(the Financial Regulation)<sup>1</sup>.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through a competitive procedure with negotiation pursuant to Article 164 §4 and annex 1 12.1 (b) (i) of the Financial Regulation. In this procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may apply.

### 2.2. Rules on access to procurement: who may submit an application?

Participation in this call for tenders is open on equal terms to all natural and legal persons established in the European Union.

To enable the *Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in **Section 4.3**.

### 2.3. Ways to apply: how can economic operators organise themselves to apply?

Economic operators can apply either as a sole tenderer or as a group of tenderers. In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in **Section 3.2** the tenderer can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a tender (hereafter referred to as *involved entity*) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the tenderer relies to fulfil the selection criteria<sup>2</sup>. This applies also where the *involved entities* belong to the same economic group.

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<sup>1</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

<sup>2</sup> Such an entity is not considered a subcontractor, see Section 2.4.3.



## 2.4. Ways to submit a tender

**Only companies that have been selected following their application for participation will be invited to submit an offer.**

### Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer<sup>3</sup>.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contact signature. The model power of attorney attached in **Annex 3** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the *Group leader*, authorized by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

### Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of

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<sup>3</sup> References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

[Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).

- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender (see **Section 1.3**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in **Annex 4**, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above 20 %.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

### **Entities on whose capacities the tenderer relies to fulfil the selection criteria**

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 5.2**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

⚠ Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

## **2.5. Negotiations**

The *Contracting authority* reserves the right to negotiate with the best offers received.

### 3. EVALUATION AND AWARD

The evaluation of the candidates/tenders that comply with the submission conditions will consist of the following elements:

Phase 1:

- Check if the candidate has access to procurement (see **Section 2.2**);
- Verification of administrative compliance (if the application/tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of candidates on the basis of the exclusion criteria;
- Selection of candidates on the basis of selection criteria;

Phase 2: only the candidates selected in phase 1 will be invited to submit an offer

- Verification of compliance with the minimum requirements defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria *the Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

Phase 3: negotiations

The *Contracting authority* reserves the right to negotiate with the best offers received

#### 3.1. Exclusion criteria (phase 1)

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model available in **Annex 2**. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations. The documents mentioned as supporting evidence in the Declaration on Honour

need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the *Contracting authority*<sup>4</sup>.

**Annex 1** specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by *the Contracting authority*, the supporting evidence.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

### 3.2. Selection criteria (phase 1)

The objective of the selection criteria is to assess whether the candidate has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Applications submitted by candidates not meeting the minimum levels of capacity will be rejected.

When submitting its application each candidate shall declare on honour that it fulfils the selection criteria for the call for tender. The model Declaration on Honour available in **Annex 2** shall be used.

The subsections below specify which selection criteria evidence must be provided with the application or may be requested later, at any time during the procurement procedure<sup>5</sup>. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the *Contracting authority*. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

#### Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Average yearly turnover of the last two financial years above EUR 250.000.

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<sup>4</sup> The obligation to provide the supporting evidence will be waived in the following situations:

- if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide *the Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

<sup>5</sup> The obligation to provide the supporting evidence will be waived in the following situations if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
<b>Evidence</b>	May be requested later, at any time during the procurement procedure: Copy of the profit and loss accounts and balance sheet for the last three years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

**👉 The evidence of economic and financial capacity need be provided with the application**

**Technical and professional capacity**

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
The tenderer must prove experience in the field of provision of an educational digital environment that engages pupils, encourages independent learning and provides an effective teaching tool.	
<b>Minimum level of capacity</b>	At least 1 similar (in scope and complexity) projects completed in the last three years preceding the tender submission deadline, with a minimum value of them € 100.000
<b>Basis for assessment</b>	<p>This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i>.</p> <p>The tenderer is required to demonstrate his expertise and experience in the following areas:</p> <ul style="list-style-type: none"> <li>- A sound pedagogical-didactical foundation and reasoning behind the design of the activities;</li> <li>- A sound knowledge of Maths Curricula for children from the age of 5 to 11;</li> <li>- Experience in design of applied games for primary mathematical education;</li> <li>- Experience in working effectively across multiple hardware and software environments to develop complex solutions.</li> </ul>
<b>Evidence</b>	A list of project(s) meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case

	<p>of projects still on-going only the portion completed during the reference period will be taken into consideration.</p> <p>The tenderer must include in its offer examples of tools (similar to the one requested in the present tender): printing or link to digital platform</p>
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**G All of the above specified evidence of technical and professional capacity must be provided with the application.**

### **3.3. Compliance with the minimum requirements of the Tender specifications (phase 2)**

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in the Technical specifications document (Tender specifications – Annex 0) and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

**⚠ Tenders that are not compliant with the applicable minimum requirements shall be rejected.**

### **3.4. Award criteria (phase 2)**

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price - 60 points

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the Tender Specifications.

2. Quality - 40 points (Annex 2.2 to be completed by the tenderer)

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

#### **Project management, timescale, resources, training, support and updates (40 points)**

This criterion is aimed at assessing the working methods (10 points), timescale (6 points), resources allocation (6 points), Support (6 points), training (6 points) and updates (6 points).

The tenders will be assessed according to the following method:

75% - 100% of the points awarded: the project management / training / implementation/ support/ updates is considered to be very good and offers the necessary qualities to guarantee an optimal implementation and management of the platform.

50% - 75% of the points awarded: the project management/ training/ implementation/ support/ updates is considered to be good and offers the necessary qualities to guarantee a good implementation and management of the platform.

< 50% of the points awarded: the project management/training/implementation/support/updates is considered insufficient and does not offer the necessary qualities to guarantee a good implementation and management of the platform.

The tenderer must reach at least 50% of the points for each quality sub criterion, if it fails to do so, its offer will be rejected.

### **3.5. Ranking of tenders (phase 2)**

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

Price:

Lower price/offered price X 60

Quality :

Points obtained for the criterion Project management

### **3.6. Negotiations (phase 3)**

If it considers it necessary, the contracting authority may organise negotiations. In such a case, the tenderers will be invited to a negotiation session (written, on the spot or by videoconference). These tenderers may be invited to submit an adapted offer.



## 4. FORM AND CONTENT OF THE APPLICATION/TENDER

### 4.1. Form of the application/tender: how to submit the application/tender?

Applications and tenders are to be submitted according to the instructions laid down in the Invitation to tender letter.

☞ Make sure you prepare and submit your application/tender early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice. A tender received after this deadline will be rejected.

### 4.2. Content of the tender: what documents to submit with the tender (phase 2)?

The documents to be submitted with the tender are listed in **Annex 1**.

The following requirements apply to the technical and financial offer:

- *Technical offer.*

The technical offer must provide all the information needed to assess the compliance with the technical specifications (Annex 0) and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- *Financial offer.*

A complete financial offer. For this purpose, the Financial Model in **Annex 6** shall be completed and duly signed.

In case of discrepancies between different documents, only the amount indicated in the financial offer will be considered.

The financial offer shall be:

- expressed in euros. 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.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately.

☞ The European schools are exempt from such charges. Exemption is granted to the European Schools by the governments of the Member States. In Belgium, European schools are exempted through exemption No 450, Article 42, §3 paragraph 1<sup>st</sup>, 4<sup>o</sup> of the VAT code.

### 4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Tender report;
- The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);
- (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in **Annex 3**.

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

#### **4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?**

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be non-compliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets<sup>6</sup>.

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<sup>6</sup> For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure<sup>7</sup>, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

† The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

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<sup>7</sup> See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

## **5. PROCESSING OF PERSONAL DATA**

Any personal data included in or relating to the TENDER, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Such data shall be processed solely for the purposes of the monitoring of the tender by the data controller.

Tenderers or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should tenderers or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller: The Secretary General of the European Schools.

They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data can be requested to the data controller.

# ANNEXES

## Annex 0: Technical specifications

### A. Background

#### The European School System

Establishments bearing the name 'European School' have been set up from 1957 onwards to educate together the children of the staff of the European Union Institutions, in order to ensure the proper functioning of the European Institutions.

The European School system is 'sui generis'; it constitutes an intergovernmental cooperation between the Member States and between them and the European Union while fully acknowledging the Member States' responsibility for the content of teaching and the organization of the educational system, and for its cultural and linguistic diversity.

The Statute of the European Schools is essentially defined by a Convention, signed by Member States and the European Communities on 21st June, 1994 (hereafter referred to as "the Convention")<sup>8</sup>. Besides those children covered by the agreement, other children may attend the Schools, within the limits set by the Board of Governors<sup>9</sup>.

The Board of Governors supervises the implementation of the Convention. For this purpose, it is granted the necessary decision-making powers in educational, budgetary and administrative matters. It may set up committees with responsibility for preparing its decisions<sup>10</sup>.

The Board of Governors consists of the following members:

- the representative or representatives at ministerial level of each of the Member States of the European Union authorized to make commitment on behalf of the Government of that Member State, on the understanding that each Member State has only one vote.
- a member of the European Commission and the European Patent Office.
- a representative of teaching staff designated by the Staff Committee.
- a representative of the parents designated by the Parents' Associations.

The Board of Governors appoints the Secretary-General and Deputy Secretary- General and the Director and Deputy Directors of each School. Two Boards of Inspectors have also been set up:

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<sup>8</sup> [Microsoft Word - SW1-21994A0817en.doc \(eursc.eu\)](#)

<sup>9</sup> Article 1 of the Convention

<sup>10</sup> Article 10 of the Convention

one for the nursery and primary schools, the other for the secondary schools. Each Member State is represented by one Inspector in the respective boards.

The Joint Teaching Committee is a preparatory committee, which gathers Inspectors and Schools Directors, together with representatives of teachers, parents and pupils and a representative of the European Commission and the European Patent Office in order to examine proposals concerning the organization and curricula of the schools. Detailed preparation is done by numerous sub-committees or working groups<sup>11</sup>.

Tuition, in each School, covers schooling up to the end of the secondary school<sup>12</sup>. It comprises:

- 2 years of nursery school;
- 5 years of primary school;
- 7 years of secondary school.

In educational matters, the Board of Governors determines which studies shall be undertaken and how they shall be organized. The Inspectors submit, to the Board of Governors, proposals for changes in curricula and for the organization of studies.

Years of study successfully completed at the School, diplomas and certificates are recognized in the territory of the Member States, in accordance with article 5.1 of the Convention, under the conditions determined by the Board of Governors and subject to the agreement of the competent national authorities<sup>13</sup>.

This principle enables mobility of pupils from and into their national systems at any stage of their schooling.

According to article 4 of the Convention, the education given in the Schools shall be organized considering the following principles:

- the schooling shall be undertaken in the languages specified in Annex II of the Convention;
- that Annex may be amended by the Board of Governors in order to apply the decisions taken under Articles 2 and 32;
- in order to encourage the unity of the School, to bring pupils of the different language sections together and to foster mutual understanding, certain subjects shall be taught to joint classes of the same level. Any EU language may be used for these joint classes, insofar as the Board of Governors decides that circumstances justify its use;

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<sup>11</sup> One of these working groups is the Intermath WG that is responsible for the development and implementation of Intermath syllabus, of the Primary Cycle of the European Schools and the Accredited European Schools.

<sup>12</sup> Article 3 of the Convention

<sup>13</sup> 2012-05-D-20-en-3 "Equivalence between the European baccalaureate and the national upper secondary leaving certificate of national schools and admission of European baccalaureate-holders to universities in the member countries"

- a particular effort shall be made to give pupils a thorough knowledge of modern languages;
- the European dimension shall be developed in the curricula;
- in education and instruction, the conscience and convictions of individuals shall be respected;
- measures shall be taken to facilitate the reception of children with special educational needs<sup>14</sup>.

Tuition is mainly provided by teachers seconded by the Member States, in accordance with the decisions taken by the Board of Governors. The teaching body is supplemented by locally recruited teachers where necessary, some of whom are employed on a part time basis.

### **Accredited European Schools**

In addition to the regular European Schools, in recent years Accredited European Schools have been established. They follow the curriculum and structure of the European schools but have a National governance.

#### **B. Overview**

Even though Intermath Textbooks are generally well-received by teachers and (external) experts, nowadays even good books are not enough to meet all different (pedagogical-didactical) needs. Digital resources in particular have become essential in contemporary education.

For that reason, the Intermath WG has determined that the integration of a Digital Platform to complement the Intermath syllabus will ensure that all teachers and pupils have sufficient and alternative resources to deliver the Maths curriculum to the fullest possible extent.

Because this goes beyond the (technical) expertise of the Intermath WG and beyond the pedagogical-didactical expertise of most regular ICT-experts, external specialists must be called in.

#### **C. Objectives of the digital platform**

All teachers in all language sections need extra resources to supplement the core Intermath material to provide reinforcement, extra practice, reviewing topics, alternative ways to introduce a concept for pupils that need extra support and others that need additional challenges.

The ideal Maths Digital resource:

- has a sound pedagogical-didactical basis;
- covers as much of the Intermath syllabus of the Primary Cycle of the European Schools and the Accredited European Schools as possible;
- complements the content of the Intermath Textbooks as much as possible;
- can provide additional differentiated material, linked to previous items;
- provides feedback to the teacher so that (s)he can monitor the progress of his/her pupils;
- provides motivating feedback to the pupils to encourage them to practice more or to continue at a higher level;
- is available in all languages of the sections of the European Schools to ensure maximum possible equal opportunity and access for all students;

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<sup>14</sup> Art. 4 of the Convention

- is available via the web and all possible platforms with minimal installation or technical support needed from the schools;
- encourages independent learning and provides instant feedback to the pupil;
- allows an environment that encourages pupils to work together (cooperative learning);
- enables students to continue working outside the classroom, e.g. at home or with a support teacher;
- provides a fun/enjoyable interactive environment that motivates learning;
- provides a ready pool of teaching and learning resources for the teachers and pupils.

For the digital resources to be really integrated in the Intermath syllabus, it must be equally accessible for all pupils in all language sections so that we avoid differences in opportunities regarding Maths e-learning and maintain a harmonized program.

#### **D. Minimum requirements**

The needs described below represent minimum requirements, any offer not meeting these minimum requirements will be excluded.

#### **Content**

The content should take into account:

- The Intermath syllabus for Primary Years 1 to 5;
- The content of the Intermath Textbooks (Star and Sun) Years 1 to 5<sup>15</sup>;
- Future updates, changes and revisions are required if the Intermath syllabus is revised.

An estimation of the workload could be assessed by considering there should be one main digital resource to complement one page of the Intermath Textbooks. It is anticipated that at least 85% of the Syllabus / content of the Intermath Textbooks should be covered by the digital material.

Each page in the Intermath Textbook contains a number of exercises and an objective at the bottom of the page. Digital material should supplement this, plus add an element of differentiation wherever possible.

Upon request any bidder will be provided with the Intermath syllabus and samples of the Intermath Textbooks.

#### **Building of Content**

Most Mathematics digital material has been written for a specific National syllabus and it is unlikely that any will fit the requirements of the Intermath syllabus of the Primary cycle of the European Schools exactly.

The building of the content divides into roughly three main areas:

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<sup>15</sup> For each Grade there are two books, Star Book (Numbers and Calculation) and Sun book (Shape and Space, Data Handling, Measurement and Problem Solving). Each book contains approximately 100 pages.



- (i.) The Supplier/Contractor using their own *Existing Resources* that can be included without further adjustments;
- (ii.) The Supplier/Contractor needing to create *Variants of Existing Resources* that could be altered with additional programming;
- (iii.) The Supplier/Contractor creating *Completely New Resources* from scratch.

By comparing the content provided (syllabus and sample books) and their own digital resources, the tenderer should be able to provide an estimation as to the proportion of the three categories above. Examples from categories (i.) and (ii.) should be provided. A description of an example of the third category (what is missing in the Suppliers/Contractors Existing Resources) should also be provided.

### **Selection of Content**

After the awarding of the contract, the selection of the digital content will be done jointly by the Supplier/Contractor and a project manager of the Intermath WG. This will also include where variants, differentiation & creation of new resources are needed.

The final decision as to whether the syllabus has been covered to a satisfactory level lies with the Intermath WG.

### **Organization of Content**

It is a requirement that the Digital platform is organized in the same structure as the Intermath Textbooks so that teachers will find the resources they need quickly and efficiently. Therefore the Intermath Digital Resources will follow the structure of headings and sub headings found in the textbook, and the order of activities follows the order of pages /activities in the textbooks as closely as possible.

The Intermath WG will work closely with the Supplier/Contractor on this.

### **Language of the Content**

The Intermath WG is determined to ensure harmony of resources and equal opportunity across all languages sections. Therefore, as with the textbooks, the digital resources must be available for the pupils in the following languages:

Bulgarian  
Czech  
Danish  
German  
Greek  
English  
Spanish  
Finnish  
French  
Hungarian  
Italian  
Latvian  
Lithuanian  
Dutch

Polish  
Portuguese  
Romanian  
Slovakian  
Swedish

This is not an exhaustive list as new EU language sections may join at a later stage. The list will not exceed the 24 official languages in the European Union.

Additional instructions and guides meant solely for teachers, only need to be available in the 3 vehicular languages: English, French and German.

It will be the responsibility of the Supplier/Contractor to build and maintain the translations. See **Schedule 1** for the phasing in of the languages.

### **Web based and Multi-platform**

- a) The digital resources must be web-based and run on most if not all standard web browsers: Internet Explorer, Microsoft Edge, Google Chrome, Safari, Firefox, etc. without the need for any plugins, or special installations.
- b) The digital resources should also function on Windows, Android and Chrome OS Tablets and iPads. The software required for Android and iPad tablets should have a built in automated updating facility.
- c) The digital resource should run efficiently on desktop, laptop, thin client computers whatever the operating system.
- d) The interface(s) should be user-friendly and multilingual.

## **E. ADMINISTRATION MODULES (minimum requirement)**

### **Level 1 - Global control - all schools**

This module will be managed either by the Supplier/Contractor of the Digital Resources and / or by a member of the WG Primary Math. Through it either will be able to assign or define different roles and permissions for the use of the different modules.

This should allow as many of the following functions as follows **covering all schools**:

- a) Assigning local administrative permission;
- b) Reassign activities to different levels (e.g. year groups/grades);
- c) Access to global statistics of usage by each school, plus teacher activity;
- d) All of level 2 and 3 below.

### **Level 2 - Local Administrative access - each school separately**

- a) Creation of new users teachers and pupils;
- b) Assigning Classes to teachers temporarily or permanently;
- c) Setting access / permissions to teachers;
- d) Setting languages for teachers or pupils;

- e) Deleting teachers;
- f) Access to statistics of usage within the school individual plus teacher activity;
- g) All of level 3 below.

### **Level 3 – Teacher**

- a) Add pupils and assign user-names and passwords;
- b) Assign language to pupils;
- c) Control over pupil access to activities;
- d) Access to feedback statistics on pupil activities including activities completed and score (or level of attainment);
- e) Delete pupils.

## **F. IMPLEMENTATION**

### **Project Management**

The final offer will describe in detail the project management actions to be provided by the Supplier/Contractor during all phases of the project.

All the items listed below must be included within the quotation.

### **Testing of a newly created set of resources**

Detail of methodology to be used to ensure the successful launch of new resources which should include:

- Organization of implementation;
- Training;
- Documentation;
- Handling feedback.

### **Technical support**

- Help Desk for technical problems via online form, email or telephone for local school coordinators.
- Direct communication either via telephone or online video conference with selected members of the Intermath WG.

### **Maintenance**

- The supply company will be responsible for hosting the digital platform and therefore will be wholly responsible for the maintenance and good working of the software (digital resource / platform) at all times.

## Updates

Updates of the software (digital resource / platform) will be free during the period of the contract. During the whole period of the contract, the Intermath WG will provide the contractor with adaptations to the syllabus, the contractor will be in charge of updating the platform in accordance with these adaptations. The adaptations have to be done into a separate environment (apart from the production) for validation/review by the Intermath WG. Once approved, the adaptations are deployed into the production. These adaptations are included in the price of the offer, no additional invoicing can be requested by the contractor.

Each modification/adaptation must be integrated into the platform within a maximum period of 2 months after receipt of the modifications by the contractor.

## **G. VALIDATION OF WORK**

The project manager of the Intermath WG will monitor the whole process. It will be closely involved in the definition of the methodology concerning all processes of implementation, integration, training, support, assistance and project management. It will be kept informed about the progress and invited to give feedback at all stages.

## **H. DOCUMENTATION & TRAINING**

In order to ensure that the software (digital resource / platform) is used to its maximum potential by the teachers for the benefit for the pupils, training is vitally important.

This can take the form of:

- Direct training (of trainers) from the Supplier/Contractor;
- Webinars (preferably via Microsoft Teams);
- Documentation.

It can be a mix of all three. Whilst the main language should be English, a portion should also be available in the other two vehicular languages of the EU, namely French or German.

In the first instance the Supplier/Contractor will work with the project manager of the Intermath WG who has the responsibility for the management of the project on behalf of the Intermath WG. This person should receive a comprehensive training on all aspects of the digital platform with a focus on the administration.

The Supplier/Contractor will assist the Intermath WG and School Maths/Digital Platform Coordinators with the customization of all necessary roles, etc. and with the transfer and introduction of the necessary data. These operations and training should take place at the start of each academic year.

The Supplier/Contractor will propose a training program taking into account the above which would cover the administration and pedagogy.

## I. DATA SECURITY - PROCESSING OF PERSONAL DATA

The Supplier/Contractor shall provide a secure, reliable and structured storage and hosting system.

The security solutions have to be clearly documented in the offer.

### **Context and Controller**

As the company selected to provide the service of mathematical software (hereinafter the "Contractor" will collect and further process personal data, it is subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR").

Processing operations are under the responsibility of the European Schools (hereinafter the "Controllers") indicated in the invitation to tender, regarding the collection and processing of personal data.

### **Collected data**

#### *Types of personal data*

Personal data collected and further processed concern the Controllers, the teachers, pupils and their parents. Information can relate to the following data:

- Names;
- Surnames;
- User ID and Password;
- Contact details: e-mail address of parents and teachers;
- Mathematical activity of pupils - progression;
- Teacher list within each school.

#### *Purpose*

The mathematical software will be used to support the Intermath syllabus in all the European Schools and the Accredited European Schools. The access to personal data will be necessary as the Contractor:

- may need to contact teachers about updates to the software;
- needs to gather data of the pupil's activities in order to provide statistical feedback to the teachers for assessing progress and selecting future activities (automated).

NOTE: Parents email is optional, if teachers wish to provide parents with detailed information on their children's progress

#### *Technical means*

The Contractor guarantees that appropriate measures are taken to address online and physical security, risk of data loss, alteration or unauthorized access taking into consideration the risk represented by the processing and the nature of the data being collected.

The collected personal data and all related information shall not be stored outside of the European Union.

### **Access and disclosure (minimum requirement)**

The Contractor ensures that the access to personal data is limited to authorized persons having a legitimate interest to access such information, pursuant to the purposes described above.

The Contractor shall not give access to a third without the prior written consent of the European Schools.

### **Storage (minimum requirement)**

Personal data shall not be kept for any longer than necessary. Consequently, all personal data shall be destroyed as soon as the contract between the European Schools and the Contractor is terminated.

### **Recourse**

In case of conflict, complaints can be addressed to the [Commission de la Protection de la Vie Privée](#)

### **GDPR**

The Data Security should comply with the EU General Data Protection Regulation due to be enforces May 2018, see annexe <https://www.eugdpr.org/>.

## **J. DEVELOPMENT TEAM**

The Contractor must present in its bid the team that it will put in place for the implementation and monitoring of the platform.

The proposal should include the following items. Anything you want to include in addition to what is listed here should be added in an annexe.

## **K. TRANSLATIONS**

Details of the process and examples of translation must be presented in the offer, this should include:

- How many languages your current software covers;
- Whether the translations are / will be done in-house or subcontracted;
- Whether the translations are / will be done by native speakers;

- Whether the translators have / will have pedagogical-didactical knowledge about mathematical content;
- Methods of checking the quality of translation;
- How you deal / would deal with feedback from users on possible translation errors.

## L. DELIVRABLES AND TIMEFRAME

Full implementation needs to take into account the following:

Provision of the digital resources for the 5 year groups in Primary;

Provision of the digital resources across all required languages;

Provision of the digital resources across all the platforms of delivery.

It is expected that the full implementation will be phased in over a 1 year period at maximum. The time frame below is a guideline of implementation. However, any alternative timeframe submitted by a provider should be guaranteed and not merely an estimate. Failure to meet these deadlines could result in the termination of the contract.

### Schedule 1

Periods	Steps	Who?
<b>Awarding decision</b>	Start of organization and development of online resources to comply with the Intermath syllabus and Textbooks, lines of communication etc.	Software Supplier/Contractor with the Intermath WG
<b>Phase 1: 3 months after awarding</b>	Digital Resources ready for tests: <ul style="list-style-type: none"> <li>- For at least P1;</li> <li>- In minimum French, English and German;</li> <li>- Accessible on the web (for PC, Ipads or tablets via Chrome, Firefox, Microsoft Edge, Safari, Dolphin browsers);</li> <li>- Administration of users and management of selection of activities for pupils in place.</li> </ul>	Software Supplier/Contractor
<b>Phase 2: 2 months after Phase 1</b>	Resources ready for tests: <ul style="list-style-type: none"> <li>- For at least P2;</li> <li>- In minimum French, English and German;</li> <li>- Accessible on the web (for PC, Ipads or tablets via Chrome, Firefox, Microsoft Edge, Safari, Dolphin browsers);</li> </ul>	Software Supplier/Contractor
<b>Phase 3: 2 months after Phase 2</b>	Resources ready for tests: <ul style="list-style-type: none"> <li>- For at least P3;</li> <li>- In minimum French, English and German;</li> <li>- Accessible on the web (for PC, Ipads or tablets via Chrome, Firefox, Microsoft Edge, Safari, Dolphin browsers);</li> <li>-</li> </ul>	Software Supplier/Contractor
<b>Phase 4: 2 months after Phase 3</b>	Resources ready for tests:	Software Supplier/Contractor

	<ul style="list-style-type: none"> <li>- For at least P4;</li> <li>- In minimum French, English and German;</li> <li>- Accessible on the web (for PC, Ipads or tablets via Chrome, Firefox, Microsoft Edge, Safari, Dolphin browsers);</li> </ul>	
<b>Phase 5: 2 months after Phase 4</b>	<p>Resources ready for tests:</p> <ul style="list-style-type: none"> <li>- For at least P5;</li> <li>- In minimum French, English and German;</li> <li>- Accessible on the web (for PC, Ipads or tablets via Chrome, Firefox, Microsoft Edge, Safari, Dolphin browsers);</li> </ul>	Software Supplier/Contractor
<b>Phase 6: September 2022</b>	<p>Resources ready for use in schools:</p> <ul style="list-style-type: none"> <li>- All year group;</li> <li>- In all languages;</li> <li>- All platforms.</li> </ul>	Software Supplier/Contractor

## M. PRICE QUOTATIONS

All in all, the offer will quote the following:

### Overview

The fees that will cover work needed at any time to include the following where applicable:

- (i.) (Re)organize the Digital Platform Providers' existing content to align to the Intermath Syllabus and Textbooks.
- (ii.) Adapt the Digital Platform Providers' existing content to fill as many of the gaps not filled by (i.). This could include e.g. altering the level of an activity (range of numbers, polygons to be included within one exercise), currency, mathematical terms, providing differentiated material etc.
- (iii.) Creation of completely new content in order to fill gaps not covered by (i.) and (ii.).
- (iv.) Including all the specifications laid out in the technical specifications.

These fees should be fixed for the entire duration of the contract.

- NOTE 1 - whilst most of this work will occur in the initial setup period, changes may be needed at a later stage if the Intermath syllabus is revised, or feedback from the users (teachers or the Intermath WG) deem that changes or additional material is needed.
- NOTE 2 - it is expected that a minimum of 85% of the Intermath syllabus should be covered by the Digital software. As a means of assessing this, consider that there should be one e-learning activity to cover as many / each page of the Intermath Textbooks from P1 to P5.



### **Annual Fee Per Pupil**

**The final quotation should be based on an annual fee per pupil** that covers all necessary hosting of the software, updates, technical support, etc. The fee will be fixed regardless of the grade level of the content for a six-year period. The number of pupils is estimated to a minimum of 15.000 pupils each year. If all languages are not available in September 2022 (phase 6), a penalty of 5.000€/month will be applied.

**Annex 1. List of documents to be submitted with the application/tender or during the procedure**

Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied	When and where to submit the document?
		Group leader	Member of the group			
<b>Candidate's identification form</b>	<input checked="" type="checkbox"/>					With the application (phase 1) Annex 1.1
<b>Questionnaire concerning joint tenders</b>	<input checked="" type="checkbox"/>					With the application (phase 1) Annex 1.2
<b>Declaration on Honour on Exclusion and Selection Criteria</b> (see Section 3.1)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	With the application (phase 1) Annex 2
<b>Evidence</b> that the person signing the documents is an <b>authorised representative</b> of the entity <sup>16</sup>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender (phase 2) Annex 1.3
<b>Power of attorney</b>  model in Annex 3. Power of attorney			<input checked="" type="checkbox"/>			With the application (phase 1) Annex 3
<b>Commitment letter</b>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	With the application (phase 1)  (model in Annex 5.2)

<sup>16</sup> A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

				(model in Annex 5.1)		
<b>Evidence of non-exclusion</b> (see Section 3.1)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Only upon request  At any time during the procedure
<b>Evidence of legal existence and status</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			Only upon request  At any time during the procedure
<b>Evidence of economic and financial capacity F1</b>	The documents must be provided only by the <i>involved entities</i>  who contribute to reaching the minimum capacity level  for criterion F1					With the application (phase 1) Annex 2.1
<b>Evidence of technical and professional capacity T1</b>	The documents must be provided only by the <i>involved entities</i>  who contribute to reaching the minimum capacity level  for criterion T1					With the application (phase 1) Annex 2.1
<b>Technical offer</b> (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender (phase 2)
<b>Financial offer</b> (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender (phase 2)

### Annex 1.1: CANDIDATE’S IDENTIFICATION FORM (phase 1)

*This duly completed form should be submitted by the tenderer and, where applicable, by all the members of a group of tenderers. In the case of grouping, information about the person authorised to sign the contract and the contact person need only be given for the group leader.*

Identification of the tenderer, acting as:

- Single tenderer
- Member of the group: please state whether agent (leader) or principal:

Identity	Answer
Candidate’s full official designation:	
Official legal form:	
Country of registration:	
Address of candidate’s registered office:	
Legal registration number:	
VAT registration number:	
Person(s) authorised to <b>sign the contract</b> (surname, first name and function): <i>Please state whether this person or these persons are authorised to sign alone or together.</i>	
Designated contact person(s) for this call for tenders (surname, first name and function, telephone number, fax number, address and email address).  (In the case of grouping, to be given for the leader only).	

## Annex 1.2 QUESTIONNAIRE CONCERNING JOINT TENDERS (Phase 1)

*To be completed in the case of a joint tender submitted by a group of tenderers.*

1. Please give the name of the lead company of the group of tenderers (leader):

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2. Please give the names of the principals (the other companies) that are participating in the tender jointly and severally:

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NB: These companies must provide the identification form (see above), the declaration on honour on the exclusion criteria and, where applicable, the documents required for evaluation of economic and financial capacity and/or technical capacity.

3. If a group or a similar entity has already been formed, please give its name and legal status and provide any other information and any other document that is relevant in this context:

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4. Please provide an Agreement/Power of attorney, drawn up in accordance with the power of attorney template appearing below, signed by the legal representatives of all the partners in the tender submitted jointly and severally, which in particular:

- recognises the joint and several liability of all the partners in the joint tender for the performance of the contract;
- gives power of attorney to one of the partners in the joint tender (leader) to represent the other parties for the purposes of the signature and administration of the contract.

**Annex 1.3 Evidence that the person signing the documents is an authorised representative of the entity**

**Annex 2**

**Declaration on honour on exclusion criteria and selection criteria (Phase 1)**

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

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:  (‘the person’)

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<sup>17</sup>, 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:

<b>Date of the declaration</b>	<b>Full reference to previous procedure</b>

<sup>17</sup> The same school.

## 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 Union or national law;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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:		
(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 performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any 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;	<input type="checkbox"/>	<input type="checkbox"/>
(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, as well as corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>

(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;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it 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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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.	<input type="checkbox"/>	<input type="checkbox"/>
(h) ( <i>only for legal persons</i> ) 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).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations referred to in points (c) to (h) above the person is subject to: 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 the internal auditor, 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; ii.non-final judgments or 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; iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; iv.information transmitted by Member States implementing Union funds; v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

**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) 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	YES	NO	N/A
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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:			
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (i) above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **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:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **IV – Grounds for rejection from this procedure**

(4) declares that the above-mentioned person:	YES	NO
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.	<input type="checkbox"/>	<input type="checkbox"/>

### **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 natural or legal 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 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 debts 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 award procedure of the same contracting authority<sup>18</sup>. 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:

<b>Document</b>	<b>Full reference to previous procedure</b>
<i>Insert as many lines as necessary.</i>	

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<sup>18</sup> The same school.





The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority<sup>19</sup>. 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:

<b>Document</b>	<b>Full reference to previous procedure</b>
<i>Insert as many lines as necessary.</i>	

*The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.*

*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

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<sup>19</sup> The same school.

**Annex 2.2 Technical Form (award criteria-quality) (Phase 2)**

Award criteria-quality 1	
	<b>This criterion is aimed at assessing the working methods, timescale, resource allocation training and updates proposed to satisfy the needs. It will consider a balanced and consistent working method, timescale and resources allocation.</b>
<b>Project Management</b>	To be completed by the tenderer (*) .....
<b>Timescale</b>	To be completed by the tenderer (*) .....
<b>Resources</b>	To be completed by the tenderer (*) .....
<b>Support</b>	To be completed by the tenderer (*) .....
<b>Training</b>	To be completed by the tenderer (*) .....
<b>Updates</b>	To be completed by the tenderer (*) .....

**(\*) An annex can possibly be added, in this case see page ..... (to be completed by the tenderer)**

### Annex 3. Power of attorney (Phase 1)

Call for tender BSGEE-2021-012  
INTERMATH PLATFORM

#### POWER OF ATTORNEY

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)  
having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a joint tender as a member of a group of tenderers (the Group), constituted by Company 1, Company 2, Company N (Group members), and led by Company 1 (Group leader), in accordance with the conditions specified in the Tender specifications and the terms specified in the tender to which this Power of attorney is attached.
- 2) If the Contracting authority awards the contract resulting from this call for tenders to the *Group* on the basis of the joint tender to which this power of attorney is attached, all *Group members* shall be considered parties to the contract in accordance with the following conditions:
  - (a) All *Group members* shall be jointly and severally liable towards the Contracting authority for the performance of the contract.
  - (b) All *Group members* shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the Contracting authority related to the services and/or supplies subject to the Contract shall be made through the bank account of the *Group leader*. [Provide details on bank, address, account number].
- 4) The *Group members* grant to the *Group leader* all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
  - (a) The *Group leader* shall submit the tender on behalf of all *Group members* and indicate in the "Tender Contact Info" section in e-Submission the name and e-mail address of an individual - single point of contact authorised to communicate officially with the Contracting authority in connection with the submitted tender on behalf of all *Group members*, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
  - (b) The *Group leader* shall sign any contractual documents — including the contract, and amendments thereto — and issue any invoices related to the performance of the contract on behalf of all *Group members*.
  - (c) The *Group leader* shall act as a single contact point with the Contracting authority in the delivery of the services and/or supplies subject to the contract. It shall co-ordinate the

delivery of the services and/or supplies by the *Group* to the Contracting authority, and shall see to a proper administration of the contract.

Any modification to the present Power of attorney shall be subject to the Contracting authority's express approval. This Power of attorney shall expire when all the contractual obligations of the *Group* have ceased to exist. The parties cannot terminate it before that date without the Contracting authority's consent.

Place and date:

Name (in capital letters), function, company and signature:



**Annex 4. List of identified subcontractors (Phase 1)**

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
<i>[Full official name Registered address Statutory registration number VAT registration number]</i>		
<i>[Full official name Registered address Statutory registration number VAT registration number]</i>		
<i>[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]</i>		
<b>Other subcontractors that do not need to be identified under Section 0</b>		
	<b>TOTAL % of subcontracting</b>	0,00%

## Annex 5.1. Commitment letter by an identified subcontractor (Phase 1)

[Letterhead, if any]

**BSGEE**

**Call for tenders Ref. BSGEE-2021-012**

**Attn:**

*[Insert date]*

### **Commitment letter by identified subcontractor**

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company *[insert name of the entity]* hereby confirm that our company agrees to participate as subcontractor in the offer of [insert name of the tenderer] for the Call for Tenders [insert reference number] – [insert title of procedure] Lot [insert lot number].

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the subcontractor]* commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance and that it accepts the general conditions attached to the Tender Specifications for the above call for tender, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

**Annex 5.2. Commitment letter by an entity on whose capacities is being relied (Phase 1)**

[Letterhead, if any]

**BSGEE**

**Call for tenders Ref. BSGEE-2021-012**

**Attn:**

*[Insert date]*

**Commitment letter by an entity on whose capacity is being relied**

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company *[insert name of the entity]* hereby confirm that our company **authorises the *[insert name of the tenderer]* to rely on its financial and economic capacity in order to meet the minimum levels** required for the Call for Tenders [insert reference number] – [insert title of procedure] Lot [insert lot number].

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the entity]* commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the general conditions attached to the Tender Specifications for the above call for tender, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

**Annex 6. Financial offer form (Phase 2)**

**Quotation (price per pupil per year) for: development and hosting of the software, updates, technical support, training, etc. The fee will be fixed regardless of the grade level of the content for a six-year period. The number of pupils is estimated to a minimum of 15.000 pupils each year.**

<b>Price per pupil</b>	<b>Number of pupils</b>	<b>Total quotation per year</b>
.....€	15.000	

Done at:

Name:

Position:

Signature: