

## Questions & Answers 1–

### Provision of e-Learning content libraries LOT1

Reference number: HR/09/EL/AA/21

Question n°1	<p>According to the HR.09.EL.AA.21 Pre_Qualified Document, our understanding is that, in case we intend to sub-contract some of the services offered to the ESM to a third party, we must provide as part of our Application only a description of the proposed subcontracting arrangement (name, roles, tasks and volume, etc. of subcontracting), and a document signed by the subcontractor stating its intention to collaborate with us (non-collusion declaration), and <b>no other</b> document shall be provided by the subcontractor.</p> <p>Therefore, the declaration on eligibility criteria shall <b>only</b> be provided by the leader and partners of the consortium.</p> <p>Can you please confirm that our understanding is correct?</p>
Answer n°1	<p>Yes, your understanding is correct. Please note that subcontractor is requested to provide the doc “commitment letter by identified subcontractor” and not the doc “non-collusion declaration”. In case a <u>significant volume</u> of subcontracting is proposed by the Candidate, ESM reserves the right to request subcontractor(s) to provide declarations on eligibility during the evaluation phase of the procurement process.</p>
Question n°2	<p>Page 4: Overview of the Procurement Requirement, Lot 1, Theme 3 – Specialised / Technical training.</p> <p>Can you provide more details on the Legal and Compliance requirement? What specific topics do you need to cover?</p>
Answer n°2	<p>The main focus, without being limited to, is on EU Law and legislative acts in the EU policy cycle</p>
Question n°3	<p>Is it the ESM’s preference to have one provider who can deliver all eLearning content listed in themes 1, 2, and 3?</p>
Answer n°3	<p>No preference. Candidates are entitled to apply for one or more themes listed in Lot 1. Please note that for theme 2: The ESM intends to conclude framework agreements (called also “contracts”) with up to 3 selected providers. Please refer to the information provided on page 5 of the PQD.</p>
Question n°4	<p>Page 12: 4.6 Transfer of Undertakings</p> <p>Do the ESM foresee these regulations being applicable in this case?</p> <p>If yes, can you provide information regarding the employees and existing service provider?</p>
Answer n°4	<p>Section on Transfer of Undertakings is standard in all our procurement documents. Please note that it applies only if the award of the contract triggers the application of these provisions (this is not automatic).</p> <p>In the event these provisions apply, the details should be discussed and organised directly between the new service provider and the incumbent provider and the ESM is not involved in such discussions. Taking into consideration the type of services procured</p>

	<b>under the procurement procedure in question, it is the view of the ESM that it is unlikely that the provisions regarding the Transfer of Undertakings would apply.</b>
Question n°5	Annex 1 – Terms of Reference: Background and Overview of Requirements The ESM mentions their current e-Learning programmes are often blended learning curricula with relevant instructor-led courses and eLearning. Do you foresee instructor-led courses as a part of this proposal? Should we submit information on our capabilities in this area and our experience in creating and delivering blended learning programme?
Answer n°5	<b>We expect only eLearning courses proposals for this selection procedure, the instructor-led courses are not in scope.</b>
Question n°6	Annex 1 – Terms of Reference: Target Audience You have been clear that English is the language of the ESM and that learning content will be offered exclusively in this language. As the ESM has learners of multiple nationalities, would you like us to highlight any content that we already available in other languages?
Answer n°6	<b>This is not necessary.</b>
Question n°7	Annex 1 – Terms of Reference: Learning Content Delivery In what format does the ESM prefer the content to be delivered, AICC or SCORM? (We can do both)
Answer n°7	<b>The ESM Learning Management System (Oracle Fusion) can accommodate both standards.</b>
Question n°8	Annex 1 – Lot 1 – Page 15 – Theme 1: Software What format does the ESM prefer for data visualisation and analytics? Generic, or entirely focussed on the Tableau software product?
Answer n°8	<b>Currently our preference is for Tableau data visualization and analytics but proposals for other tools may also be considered.</b>
Question n°9	Annex 1 – Lot 1 – Page 17 “The Service Providers are responsible to ensure that the content is running properly on ESM systems (integration, accessibility and bookmarking).” i. Does the ESM envisage a collaborative effort between the service provider and the internal HR and Organisation Division team here? ii. Or will this take the format of a “managed services agreement” with the chosen service provider”?
Answer n°9	<b>We envisage a collaborative effort with the selected service provider.</b>
Question n°10	Concerning Lot 1, Theme No2 (page 5 of the Pre-Qualification Document). The ESM intends to conclude framework agreements (called also “contracts”) with up to 3 selected providers. However, is there a maximum number of partners or sub-contractors that the vendor ‘candidate’ consortium scheme comprises?
Answer n°10	<b>No limit in terms of maximum number of consortium members or subcontractors. In case you intend to involve a third party in the supply of the services, please provide all the relevant information and declarations as requested in art 4.5 of the PQD.</b>

Question n°11	(Page 7 of PQF) states that there are <u>limitations</u> on any page/word limits specified. Any response exceeding the specified limits may be disregarded beyond that limit. Please kindly specify.
Answer n°11	<b>No limitation on any page/word limits is specified in the PQD, however, candidate is requested to be concise, complete and comprehensive.</b>
Question n°12	Concerning Lot 1/Themes 1 & 2 (page 15). Is it eligible that a third party-subcontractor of the consortium, is based outside E.U.?
Answer n°12	<b>Yes, a subcontractor legally based outside EU is eligible to access the market.</b>
Question n°13	Our subcontractor's courses are license based/per user/per course/per year. Concerning our financial estimation of the costs for Lot 1, do we have to multiply the number of demanded courses by four, taking under consideration the four years duration of the project? Are the users-beneficiaries of the courses going to enroll more than once for the same course during that period? Is your concept: 1 course license /per user/ per year or unlimited licenses of the same course/per user/per year?
Answer n°13	<b>Financial information will be disclosed at the later stage (RfP) to all the pre-selected candidates they pass the PQD stage.</b>
Question n°14	Our subcontractors's courses are license based/per user/per course/per year. Concerning our financial estimation of the costs for Lot 1, what happens in case of departure of an employee? The licenses are usually assigned to the person.
Answer n°14	<b>We expected the licenses to be transferable to other users.</b>
Question n°15	Our subcontractors's courses are license based/per user/per course/per year. Concerning our financial estimation of the costs for Lot 1, what if the beneficiary-employee do not complete the assigned course? According to the license-based model, this license will be invoiced and charged. In case that the concerned employees are 250, it makes a difference for our cost estimation.
Answer n°15	<b>Financial information will be disclosed at the later stage (RfP) to all the pre-selected candidates they pass the PQD stage.</b>
Question n°16	Do we have to take under consideration 250 licenses for each one of the demanded courses/topics or there is a variant number of attendees for each one of the demanded courses/topics?
Answer n°16	<b>We take under consideration 250 licenses for all topics.</b>