

ANNEX I

Provision of medical services for the Agency for the Cooperation of Energy Regulators

Framework Service Contract

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/ADMIN/07/2017

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1. TITLE OF THE INVITATION TO TENDER

Provision of medical services for the Agency for the Cooperation of Energy Regulators, invitation to tender no. ACER/OP/ADMIN/07/2017.

This tender is not divided into lots.

2. BACKGROUND INFORMATION

The Agency for the Cooperation of Energy Regulators ('the Agency') is a European Union body, established in 2009 by Regulation (EC) No 713/2009¹ and operational since 2010. Based in Ljubljana, Slovenia, the Agency is central to the liberalisation of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market for the benefit of all consumers in the European Union (EU). Its overall mission is to assist National Regulatory Authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency thus cooperates closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs), to deliver a series of instruments for the completion of a single EU energy market.

The main areas on which the Agency's activities focus are:

- supporting the European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European energy infrastructure issues: the Agency issues opinions on the ten-year network development plans with a view to making sure that these are in line with the priorities set at EU level. Additional tasks in this area have been assigned to the Agency by Regulation (EU) No 347/2013² on guidelines for trans-European energy infrastructure;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to monitoring wholesale energy trading under Regulation (EU) No 1227/2011³ on wholesale energy market integrity and transparency ('REMIT').

More information on the Agency can be found on its website: www.acer.europa.eu.

¹Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 establishing the Agency for the Cooperation of Energy Regulators, OJ L 211/1, 14.8.2009.

² Regulation (EC) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009, OJ L 115, 25.04.2013, p.39.

³ Regulation (EU) No 1227/2011 of the European Parliament and the Council on wholesale energy market integrity and transparency, OJ L 326, 08.12.2011, p.1

3. SUBJECT OF THE CONTRACT

The purpose of the contract is to ensure medical services for the Agency's staff and shall cover the provision of services of a Medical Centre as required for annual medical examinations, physical ergonomics, vaccinations and medical advice.

Staff members employed by the Agency are subject to the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union⁴ (Council Regulation No 259/68 of 29 February 1968, amended by the Council Regulation No 1416/2013 of 17 December 2013). The Agency's staff members are not subject to national employment law, nor are they members of national health and social security schemes.

The staff working at the Agency originates from the Member States of the European Union. The number of staff entitled to medical services for annual medical tests, will be up to 93 by the end of 2018 and it is estimated to grow up to 115 by 2021.

3.1 Specific objectives

The Agency's staff may undergo an annual medical examination to certify their fitness for work and may take part in medical screening once a year.

The selected contractor (hereinafter referred to as 'the contractor') shall carry out the tasks of a Medical Centre by providing the following services:

- Annual medical examination of the Agency's staff in accordance with the elements outlined in point 3.2.1.;
- Physical ergonomics consultation for the Agency's staff in accordance with the elements outlined in point 3.2.2.;
- Organise vaccinations for the Agency's staff in accordance with the elements outlined in point 3.2.3.;
- Provide medical advice to the Agency's staff or services in accordance with the elements outlined in point 3.2.4.;

All the above-mentioned tasks will be performed upon the request of the Human Resources of the Agency.

All working documents and forms that the contractor will require the Agency's staff members to read, fill in and sign, must be made available in English.

3.2 Description of the tasks

The contractor shall be requested to perform the following tasks:

- Annual medical examination of staff,
- Physical ergonomics consultation,
- Vaccinations,
- Medical advice.

3.2.1 Annual medical examination of staff

All staff members shall have the possibility to undergo a medical check-up every year either by the contractor or by a medical practitioner chosen by themselves (Article 59(6) of the Staff Regulations).

⁴ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CONSLEG:1962R0031:20140101:en:PDF>

The aim of the examination is to detect early enough any health issue and/or illness.

The contractor shall be responsible for:

- Scheduling the medical examination in collaboration with the Human resources of the Agency.
- Carrying out a medical examination of the staff member (see Annex I.F for necessary medical tests);
- Making an analysis of the results received;
- Filling out the medical report which will be inserted in the medical file of the staff member.

If duly justified by the results of the medical examination, the contractor's medical advisor can recommend the staff member concerned to undergo additional medical tests. Any such additional medical tests fall outside the scope of the annual medical examination and, thus, of the FWC, and it is therefore up to the staff member concerned to decide whether to do those additional medical tests, and to arrange for and bear those costs themselves.

3.2.2 Physical ergonomics consultation

The contractor shall provide the following services upon request of the Agency:

- An individual session of approximately twenty (20) minutes per staff member, conducted once a year, which shall include a general recommendation and tailor made advice on staff physical ergonomics (such as working postures, repetitive movements, work related musculoskeletal disorders) and, if necessary, issue certificate to the staff member in order to obtain proper working equipment to prevent health deterioration.

These individual sessions can be requested by the Human Resources of the Agency concerned.

3.2.3 Vaccinations

The contractor may be asked to organise vaccinations of the Agency staff against seasonal flu or in case of pandemic. The contractor shall be able to provide the vaccinations at the contractor's premises as well as to be able to carry out the vaccinations at the Agency's premises if so requested by the Agency.

3.2.4 Medical advice

The contractor's medical advisor may be requested to provide the Agency with an ad-hoc assistance for psycho-sociological needs upon the request of the Human Resources.

These services shall include the availability of a qualified, authorised or certified medical doctor, counsellor, psychologist or psychiatrist, as the case may be, to advise on personal and/or work-related health problems in strict confidence.

In particular, these services shall include:

- support in work-related issues such as, but not limited to, conflict or stress, or where private issues are affecting the work environment;
- provide medical intervention when requested by the Human Resources or a 'Confidential Counsellor' (the Agency has a small group of two (2) volunteers from among the staff who have been trained to counsel staff on aspects related to harassment);
- counsel staff in case of incidents of an extreme nature (such as natural disasters resulting in injuries or death of staff members, suicides, etc.);
- when necessary, refer to other professionals in the field of mental health care such as psychologists or psychiatrists. Any additional consultation with other professionals to whom

the staff member concerned shall be referred to falls outside the scope of this contract and shall not be covered by the Agency.

3.3 Ordering procedure

Ordering is the process through which the Agency acquires products and/or services. It starts with the request for services and ends with the signature of a specific contract. Specific contracts shall be used to order services under the FWC.

Within five (5) working days of a request for services being sent by the Agency to the contractor, the Agency shall receive an offer which shall include all the details as specified in the request for services, including the financial offer.

- If the requested products/services are included in Annex II - financial offer and/or in the detailed official price list, then the price(s) for these services shall, with no exception, be equal or lower than the price(s) in the Annex II - financial offer and/or in the detailed official price list.
- Should the requested services include products/services which are essential for the performance of a specific contract but which are not listed in Annex II – financial offer and/or in the detailed official price list, these shall be indicated as **OUT OF PRICE LIST** by the contractor.

In case **OUT OF PRICE LIST** services (e.g. pandemic vaccination) are needed, the Agency will ask the contractor to present an offer for those services. The offer shall include a description and a proposed price for every such service.

These prices will be evaluated by comparing them with other market prices for similar services.

If deemed appropriate the OUT OF PRICE LIST prices will be accepted by the Agency and the acceptance will be notified to the contractor by email.

The ordering process will continue on the basis of the proposal which includes the offer with the OUT OF PRICE LIST prices.

Within three (3) working days of receiving the offer the Agency shall evaluate the compliance of the submitted offer and inform the Contractor whether the offer: (a) is accepted, (b) needs to be revised or (c) is rejected, providing details for options (b) and (c).

In case the offer needs to be revised, the contractor shall have three (3) working days to revise the offer according to the Agency's guidelines and re-submit it to the Agency. The Agency shall inform the contractor within three (3) working days after receiving the revised offer whether the offer is accepted or rejected, providing reasons for the decision.

Once the offer is accepted by the Agency, the Agency shall forward the specific contract ("the Contract") to the contractor for signature.

Performance of the tasks starts from the date on which the contract is signed by the last party.

3.3.1 Medical annual examination

The contractor must be able to carry out within the morning of one single day the standard laboratory programme described for the annual examination. Other complementary medical

tests and exams, if necessary, must be carried out within fourteen (14) calendar days from the first appointment.

The Human Resources will, by e-mail, in English language, send a request form to the medical centre asking for available slots (days and hours) for annual medical examinations. A complete schedule with confirmed dates, hours and names of staff members will be communicated to the centre at the latest three (3) working days prior to the first examination.

The results of the medical tests together with the originals of all medical tests and exams must be dispatched, in a highly confidential manner (properly sealed and labelled 'Confidential' on top of the envelope) to the Human Resources which will forward the file to the European Commission's Medical Service which is responsible for checking the completeness of the documents and managing the medical files. A copy of the results shall be sent also to the staff member who underwent the medical annual examination. The results have to be sent to the Human Resources and the staff member as soon as possible, and no later than fourteen (14) calendar days from the date when the last test of the annual medical examination was carried out.

Any additional medical tests and exams or any additional laboratory tests carried out outside the aforementioned standard laboratory examinations (as described in point 3.2.1.) will not be the Agency's liability. The concerned staff members should be made aware of it by the contractor in advance and be charged personally.

The Agency may request an annual report regarding the number of staff, the type of medical examination underwent and the related costs.

3.3.2 Physical ergonomics consultation, vaccinations and medical advice

Requests for services mentioned under points 3.2.2 and 3.2.3 and 3.2.4 shall be requested by the Human Resources of the Agency according to point 3.3 - ordering procedure.

Services mentioned under point 3.2.4 may also be requested by the 'Confidential Counsellors' of the Agency.

3.3.3 Modification of requests for the annual medical examinations

The contractor must be able to guarantee the Agency a sufficient level of flexibility for the cancellation and/or request for modifying fixed appointments. This flexibility policy must be clearly indicated in the technical proposal.

4. PARTICIPATION IN THE CALL FOR TENDER

Participation in the Agency's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens.

Pursuant to Article 119 of the Financial Regulation⁵, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign contracts with tenderers from 36 countries,

⁵ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 5 Stabilisation and Associations Agreements (SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania, Montenegro, and Serbia and Bosnia and Herzegovina). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

5. VARIANTS

No variants are permitted.

6. DURATION AND SIZE OF THE CONTRACT

The Framework Service Contract ('FWC') shall have an initial duration of one (1) year as from date of signature and may be renewed up to three (3) times, each time for an additional period of one (1) year. The total duration of the FWC shall not exceed four (4) years.

The maximum budget available for the total duration of the FWC (up to four (4) years) shall be EUR 400,000.00 excluding VAT.

The estimated date for signature of the FWC is August 2017.

7. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union (OJ EU) 2017/S S101-200019 on 27.05.2017.
- Invitation to tender and annexes.
- Other documents, as mentioned in these tender specifications.

8. CONTRACTUAL FRAMEWORK

The services described above will be the subject of a single Framework Contract ('FWC').

The FWC will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation.

The draft FWC is attached as Annex III to this invitation to tender. Signature of the FWC does not commit the Agency to placing orders and does not give the contractor any exclusive rights regarding the services covered by the FWC. In any case, the Agency reserves the right, at any time during the validity of the FWC, to cease placing orders, without the contractor having the right to any compensation.

8.1 Joint tender

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Each legal entity of the group will be required to sign the FWC in case of award, and shall assume joint and several liability towards the contracting authority for the fulfilment of the terms and conditions of the FWC.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the signature of the FWC may lead to the termination of the FWC.

The group shall nominate one legal entity ('the leader') who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the FWC (invoicing, receiving payments, etc.) on behalf of all other entities.

8.2 Subcontracting

Special attention will be paid to the approach proposed by the contractor for managing its subcontractors. Tenderers will be required to indicate the kind of work which they plan to subcontract and the name of any companies to which they are intending to subcontract part of the work.

In case of subcontracting the contractor shall retain full liability towards the contracting authority for implementation of the FWC.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender.

Any change in subcontracting after the signature of the FWC is permitted only with the prior written consent of the Agency and may lead to the termination of the FWC.

9. CONTRACTORS' OBLIGATIONS

9.1 Employment law applicable to transfers of undertakings

Tenderers are reminded that their offer must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC⁶ and its national implementing measures. In particular, the contractor should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

9.2 Confidentiality – personal data

While implementing the services, and especially when data is electronically processed, the contractor shall respect the applicable legislation concerning data protection as stated in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data⁷.

10. PLACE OF PERFORMANCE

The principle place of performance of the services shall be the contractor's premises.

The contractor's premises shall be located within the area of City of Ljubljana (Mestna občina Ljubljana) and accessible to all potential users, including people with disabilities. If located outside the city centre⁸, the location of the medical centre must be served by frequent municipal

⁶ Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

⁷ OJ L 8/1, 12.1.2001

⁸ For the purpose of this tender procedure, the city centre is defined as the Centre District of the city of Ljubljana (the map can be downloaded at: <http://www2.arnes.si/~supgiskr/cs/images/NactrCentra.jpg>).

public transport services connecting it to the city centre, with a bus stop in its immediate vicinity (max. 300 meters walking distance from the location of the medical centre).

A maximum of two (2) co-ordination meetings with the Agency will be held at the Agency's premises in Ljubljana (Slovenia) and/or at the premises of the contractor. The first meeting should take place within fourteen (14) days after the signature of the FWC and the second meeting, if deemed necessary, after six (6) months after the signature of the FWC.

In addition, the contractor should be available for meetings with the Agency's management, namely there shall be at least one (1) meeting per year. These meetings shall take place at the Agency's premises in Ljubljana (Slovenia) and only exceptionally and with the agreement of the Agency, at the contractor's premises.

All meetings will be notified to the contractor, by e-mail, in reasonable time and in any case at least five (5) calendar days prior to the meeting. The contractor shall confirm by e-mail the attendance to the meeting.

The contractor shall prepare minutes of these meetings, indicating the participants, agenda, and main issues of discussion and action points

11. PAYMENT METHODS

The services will be invoiced on the basis of the services provided on a monthly basis against invoice.

Payment will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT) under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Invoices presented by the contractor must specify the amount(s) exclusive of VAT.

12. PRICES

- The prices should be quoted in euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union the Agency is exempt from all duties and taxes, including value added tax (VAT). VAT should be indicated separately and will not be taken into account when considering prices.
- The unit prices quoted must be firm and not subject to revision for the first year of the FWC.
- From the beginning of the second year, prices may be revised upwards or downwards according to the monetary union index of consumer prices for Eurozone (MUICP index) and the method laid down in the FWC.
- The prices quoted shall be all inclusive and shall include all services as described in these tender specifications and its annexes, including any administrative, travel and/or subsistence expenses and/or accommodation costs.
- No expenses incurred within the framework of the preparation of the tender will be reimbursed.

13. LANGUAGE

The working language of the Agency is English. All communication, all the required services and all documentation related to this invitation to tender as well as to the performance of the FWC must be provided in English.

14. SUBMISSION OF TENDERS

The tenderer's offer should include:

- A. A duly completed reference table** related to the exclusion and selection criteria (see Annex I.A of these tender specifications).
- B. A duly filled in, signed and dated declaration on honour on exclusion criteria** listed in Section 15 of these tender specifications (form provided in Annex I.C to these tender specifications).
- C.** All the **documents relating to the selection criteria** listed in Section 16 of these tender specifications.
- D. The technical tender**, as described in Section 17 to of these tender specifications.
- E. The financial offer based on the model in Annex II** to the invitation to tender, duly filled in, signed and dated by the tenderer.
- F. A detailed price list** for all the services not listed in the financial offer.

In case the offer involves sub-contracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Sections 15 and 16 of these tender specifications.

Tenders may be drafted in any of the official languages of the European Union.

The working language of the Agency is English.

15. EXCLUSION CRITERIA

Tenderers must prove that they are not in one of the situations giving rise to exclusion as in Annex I.C (situation of exclusion concerning the legal person, situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person and situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person).

15.1 Exclusion from participation

The tenderer must prove that he/she is not in one of the situations giving ground to rejection from this procedure as listed in Annex I.C – Declaration on honour on exclusion criteria.

15.2 Exclusion from award of contracts

The FWC shall not be awarded to tenderers who, during the procurement procedure for this FWC:

- (a) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (b) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

Evidence

1. Tenderers shall provide a declaration on honour on exclusion criteria, **duly signed and dated**, stating that they are not in one of the situations referred to in points 15.1 and 15.2 of the present tender specifications using the form provided in Annex I.C – Declaration on honour to these tender specifications.
2. The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Contracting Authority and prior to the signature of the FWC, the following evidence in support of their declarations:

The contracting authority shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in (a), (c), (d) or (f) of Annex I.C – Declaration on honour on exclusion criteria, a **recent extract from the judicial record** or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (a) or (d) of Annex I.C – Declaration on honour on exclusion criteria a **recent certificate issued by the competent authority of the State concerned**.

The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one (1) year old starting from their issuing date and are still valid at the date of their request by the contracting authority.

Where the document or certificate referred to in the paragraph above is not issued in the country concerned the tenderer, may provide a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. 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.

3. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in in the paragraph above shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

The Agency reserves the right to check the information provided by tenderers.

In the case of tenders submitted by consortia or groups of service providers, each of the economic operators involved in the tender must provide a dated and signed declaration on honour, based on the model provided in Annex I.C – Declaration on honour on exclusion criteria to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the FWC apply to them.

The tenderers proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their consortium or group of service providers.

In the case of tenders involving subcontracting, the tenderer proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the FWC, in respect of each of the subcontractors in respect of whom the Agency requests such evidence.

The Agency reserves the right to check the information provided by tenderers.

16. SELECTION CRITERIA

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in these tender specifications in accordance with the payment schedule specified in the draft FWC at Annex III to the Invitation to Tender.

Where the offer is submitted by a consortium or group of service-providers, the economic and financial capacity must be ascertained at the level of each economic operator forming part of the consortium or group. Technical and professional capacity may be ascertained at consortium or group level, or at the level of each member of the consortium or group.

Where the offer is submitted by a tenderer who intends to subcontract part of the tasks or entrust them to another economic operator, the subcontractors or economic operators involved must demonstrate that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links he has with them. He must in this case prove to the awarding authority that he will have at its disposal the resources necessary for the performance of the FWC, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Tenderers must provide proof of their professional, economic, financial, and technical capacity by enclosing with their tender the following information and documents, accompanied by the reference table shown in Annex I.A to these tender specifications:

16.1 Legal capacity

- Duly completed and signed identification form (see Annex I.B to these tender specifications);
- Duly completed and signed financial identification form (see Annex I.D to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
- Duly completed and signed legal entity form (see Annex I.E to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established proving that the contractor is authorised to perform the medical services required in the tender under the Slovenian law.

16.2 Economic and financial capacity

Evidence of financial and economic capacity must be provided by means of the following documents:

- Evidence of valid professional risk insurance cover(s) concerning the services covered by the FWC with a detailed description of the covers and restrictions in English. The professional risk insurance cover shall have a limitation of **at least EUR 100,000.00 per claim**. The contractor's professional risk insurance cover(s) shall remain valid for a period of six (6) months after the FWC expires or after the FWC is terminated.

16.3 Technical and professional capacity

Proof of the technical and professional capacity of the tenderers shall be furnished on the basis of the documents listed below (for joint applications, the capacities of all members of the joint application, including subcontractors, shall be taken into account).

The tenderer must prove that he/she fulfils the following criteria:

- Provision of services of the type as requested in this tender for a total invoiced amount (i.e. total amount effectively invoiced to the customer(s)) of **at least EUR 50,000.00 in each of the years 2015 and 2016**.

Evidence to be provided: Name(s) of customer(s), a brief description of services undertaken, total financial volume of the contract(s) upon initial signature and total financial volume of the contract(s) effectively delivered (i.e. total amount effectively invoiced to the customers) in the years 2015 and 2016.

- The medical centre should be located within the City of Ljubljana (Mestna občina Ljubljana) and accessible to all potential users, including people with disabilities. If located outside the city centre⁹, the location of the medical centre must be served by frequent municipal public transport services connecting it to the city centre, with a bus stop in its immediate vicinity (max. 300 meters walking distance from the location of the medical centre).

Evidence to be provided: Declaration of the tenderer stating the location of the medical centre (full address), accessibility of the medical centre with municipal public transport services (if applicable) and accessibility for people with disabilities.

- The team delivering the services shall include as a minimum at least two (2) certified medical doctors (general practitioners) and at least one (1) psychiatrist (or counsellor). Each of the proposed certified medical doctors and psychiatrists must fulfil the minimum levels of qualifications and professional experience applicable for a respective profile as described below.

⁹ For the purpose of this tender procedure, the city centre is defined as the Centre District of the city of Ljubljana (the map can be downloaded at: <http://www2.arnes.si/~supgiskr/cs/images/NactCentra.jpg>).

Minimum levels of qualification and professional experience for a **certified medical doctor**:

- Completed university studies attested by a diploma in medicine.
- At least five (5) years of medical practice as general practitioner where the professional experience had to be gained after obtaining the required qualification.
- Membership in the Medical Chamber of Slovenia.
- Excellent knowledge of the English language and the Slovene language (at least C2 level according to the Common European Framework of Reference for Languages).

Minimum levels of qualification and professional experience for **psychiatrist**:

- Completed university studies attested by a diploma in medicine.
- Specialisation in psychiatry
- At least five (5) years of medical practice in psychiatry where the professional experience had to be gained after obtaining the required qualification.
- Membership in the Medical Chamber of Slovenia.
- Excellent knowledge of the English language and the Slovene language (at least C2 level according to the Common European Framework of Reference for Languages).

Evidence to be provided: The tenderer shall provide Curricula Vitae (CVs) showing clearly the qualifications and professional experience within the relevant area of medicine for **at least two (2) certified medical doctors and at least one (1) psychiatrist** clearly indicating the profile on each CV. In addition, the tenderer shall provide an organisational chart of the Medical Centre and a detailed description of the human resources available for the performance of the work required, including subcontractors.

16.4 Subcontracting

For those tenders including subcontracting, the tenderer must submit:

- A declaration of the tenderer, duly signed and dated, stating clearly the identity and roles of the subcontractor(s) as well as the description of the quality control measures the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s).
- A letter of intent by (each of) the subcontractor(s), duly signed and dated, stating the unambiguous undertaking to collaborate with the tenderer if the latter wins the FWC and the extent of the resources that it will put at the tenderer's disposal for the performance of the FWC.

In the absence of subcontracting:

- A declaration of the tenderer, **duly signed and dated**, stating that he does not intend to subcontract and that he will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

Offers involving subcontracting will be assessed as follows:

- Where the tenderer relies on the economic, financial, technical and professional capacity of the subcontractor(s) to meet the selection criteria, subcontractors shall be treated as if they were partners in a consortium or a group of companies for the purposes of the evaluation of the selection criteria, and therefore, they shall provide proof of economic, financial, technical and professional capacity as well.

16.5 Tenders submitted by a consortium or grouping of service providers

For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the FWC;
- A letter **dated and signed** by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document **dated and signed** by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

Joint tenders will be assessed as follows:

- The exclusion criteria will be assessed in relation to each company individually. The declaration on honour on exclusion criteria included in Annex I.C, duly signed and dated, stating that the tenderer is not in one of the exclusion situations, must be provided by each member of the consortium or the group.
- The selection criteria for technical and professional capacity will be assessed in relation to the consortium or group of companies as a whole.

Tenders which do not meet the exclusion and/or selection criteria will not be considered.

Tenderers who do not provide the documents required in these tender specifications with regard to the exclusion and/or selection criteria may be excluded.

The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria.

17. TECHNICAL TENDER

Tenderers should include in their offer a technical tender detailing how they intend to perform the tasks covered by the FWC, in compliance with all the requirements of these tender specifications. Tenders that fail to comply with this requirement may be rejected.

The technical tender should not include any of the documents referred to under the exclusion and/or selection criteria, nor should it refer to matters already covered by the exclusion and/or selection criteria.

- A.** A description of the organisation and methodology used by the tenderer to implement the FWC.
- B.** A description where medical tests and examinations will take place in case of own premises (i.e. annual medical examinations) and how services will be offered at the Agency's premises (e.g. in case of organised vaccinations).
- C.** A description of cancellation policy which shall include last minute cancellations or reappointments and deadlines for setting up the appointment, delivery of medical tests results and adaptability to organise complementary medical tests.

- D. A description of what physical ergonomics consultation includes and an example of recommendations and best practices provided by the tenderer.

18. AWARD CRITERIA

The FWC will be awarded to the tender offering the best value for money on the basis of the criteria specified below:

18.1 Technical quality with 60 % weighting

No	Criteria	Max points	Threshold
A.	Completeness, relevance and comprehensiveness of the organisation and methodology described.	40	24
B.	Completeness, relevance, and comprehensiveness of the description of where medical tests and examinations will take place with the emphasis on services offered at contractor's location and Agency premises	20	12
C.	Completeness, relevance and comprehensiveness of cancelation policy, deadlines etc.	20	12
D.	Completeness, relevance and comprehensiveness of the description of physical ergonomics consultation and completeness and relevance of the example of recommendations and best practices provided by the tenderer.	20	12
OVERALL SCORE		100	70

Tenders scoring less than 60% of the points awarded for each of the single criterion will be excluded from further evaluation.

Tenders scoring less than 70 overall points will be excluded from further evaluation.

18.2 Price with 40 % weighting

In order to evaluate the offers, the Agency will calculate a total reference price, based on the financial offer submitted by the tenderer in Annex II to the invitation to tender.

The total reference price has no contractual value and will be used solely for the purpose of the evaluation.

FORMULA FOR CALCULATING the total reference price

	Services	UNIT	All-inclusive price per unit in EUR without VAT	Quantity	VALUE
A	B	C	D	E	F = D x E
1	Annual medical examination according to the medical tests described point 3.2.1 of tender specifications, following Annex I.F	One annual examination		50	
2	Physical ergonomics – doctor’s fee	20 min		25	
3	Physical ergonomics - issuing a medical certificate	certificate		25	
4	Vaccinations (at the Agency’s premises) – doctor’s fee	hour		10	
5	Vaccinations (at the Agency’s premises) – nurse’s fee	hour		10	
6	All-inclusive travel costs for vaccinations performed at the Agency’s premises	visit		10	
7	Medical advice - consultation	hour		25	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6 + 7					

18.3 Final evaluation

The FWC will be awarded to the tenderer who has submitted the economically most advantageous offer, according to the following formula:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference price}}{\text{total reference price of tender X}} * 40 + \frac{\text{total technical quality of tenderer X}}{100} * 60$$

Tenderers will be ranked according to the criterion of the economically most advantageous tender, i.e. starting from the tender achieving the highest technical quality/price combination, obtained on the basis of the formula indicated above.

The tenderer with the highest mark for the final score will be awarded the FWC.